

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

**HOLMES COUNTY CONSOLIDATED SCHOOL DISTRICT,
DEBRA POWELL, SUPERINTENDENT, AND
HOLMES COUNTY CONSOLIDATED SCHOOL DISTRICT
BOARD OF TRUSTEES, NAMELY LOUISE LEWIS WINTERS,
BOARD PRESIDENT, EARSIE L. SIMPSON, VICE-PRESIDENT,
AND ANTHONY ANDERSON**

PETITIONERS

VS.

CAUSE NO. 3:21-cv-508-DPJ-FKB

**MISSISSIPPI DEPARTMENT OF EDUCATION,
MISSISSIPPI STATE BOARD OF EDUCATION,
STATE COMMISSION ON SCHOOL ACCREDITATION,
ROSEMARY AULTMAN, CHAIR OF THE STATE
BOARD OF EDUCATION, PAMELA MANNERS, CHAIR OF THE
STATE COMMISSION ON SCHOOL ACCREDITATION,
DR. CAREY WRIGHT, STATE SUPERINTENDENT
OF EDUCATION, THE MISSISSIPPI STATE BOARD OF
EDUCATION AND GOVERNOR JONATHON TATE REEVES**

RESPONDENTS

**EMERGENCY VERIFIED PETITION FOR INJUNCTIVE RELIEF,
DECLARATORY JUDGMENT, AND COMPLAINT FOR DISCOVERY**

Petitioner Holmes County Consolidated School District, Debra Powell, Superintendent, and Holmes County Consolidated School District Board Of Trustees, namely Louise Lewis Winters, Board President, Earsie L. Simpson, Vice-President, and Anthony Anderson (collectively, Petitioner) bring this action against Respondents for injunctive relief and declaratory judgment, stating under oath the following:

INTRODUCTION

1. The Mississippi Department of Education (MDE), the State Board of Education (SBE), and the Commission on School Accreditation (CSA) engaged in sham, unconstitutional proceedings – violating their own policies and procedures in the process – to determine whether an

“extreme emergency situation” exists in the District as the basis for the recommendation to Governor Tate Reeves to abolish the District.

2. The outcome of the unconstitutional, sham proceedings was determined weeks before the “limited audit” – upon which the proceedings was based – was even completed, as MDE had already selected an interim superintendent for the District before the District was given a fair opportunity to be heard.

3. Petitioner is entitled to the relief sought herein as it has been denied, among other things, a fair, impartial, and open hearing, thus violating Petitioner’s due-process rights.

PARTIES

4. The District is a political subdivision of the State of Mississippi.

5. Dr. Powell is an adult resident citizen of Hinds County, Mississippi, and the Superintendent of the District.

6. Louise Lewis Winters is an adult resident citizen of Holmes County, Mississippi, and a member of the District’s Board of Trustees.

7. Anthony Anderson is an adult resident citizen of Holmes County, Mississippi, and a member of the District’s Board of Trustees.

8. Earsie L. Simpson is an adult resident citizen of Holmes County, Mississippi, and a member of the District’s Board of Trustees.

9. MDE is an agency of the State of Mississippi. MDE may be served with process upon the Honorable Lynn Fitch, Attorney General of the State of Mississippi, at 550 High Street, Suite 1200, Jackson, Mississippi 39201. Miss. Code § 11-45-3; Miss. R. Civ. P. 4(d)(5).

10. The State Board of Education and its Chair, Rosemary Aultman (collectively “the State Board”) are Respondents in this lawsuit. Under the State Board’s control and direction, MDE

is responsible for the administration, management, and control of public schools in Mississippi. MDE may be served with process upon the Honorable Lynn Fitch, Attorney General of the State of Mississippi, at 550 High Street, Suite 1200, Jackson, Mississippi 39201. Miss. Code § 11-45-3; Miss. R. Civ. P. 4(d)(5).

11. The CSA and its Chair, Pamela Manners (collectively “the State Board”) are Respondents in this lawsuit and may be served with process upon the Honorable Lynn Fitch, Attorney General of the State of Mississippi, at 550 High Street, Suite 1200, Jackson, Mississippi 39201. Miss. Code § 11-45-3; Miss. R. Civ. P. 4(d)(5).

12. Governor Jonathon Tate Reeves is Mississippi’s chief executive. Governor Reeves is the Chief Executive of the State of Mississippi and is responsible for upholding the laws of the State of Mississippi. Governor Reeves may be served with process upon the Honorable Lynn Fitch, Attorney General of the State of Mississippi, at 550 High Street, Suite 1200, Jackson, Mississippi 39201. Miss. Code § 11-45-3; Miss. R. Civ. P. 4(d)(5).

JURISDICTION AND VENUE

13. This Court has original jurisdiction over Portioners' claims pursuant to 28 U.S.C. §§ 1331 and 1343. The Court has jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

14. Venue is proper under, *inter alia*, 28 U.S.C. § 1391(b)(2) because “a substantial part of the events or omissions giving rise to the claim occurred” in this “judicial district.”

FACTUAL ALLEGATIONS

15. MDE entered the District on April 27, 2021, ostensibly to conduct an “on-site” investigative audit. *See* On-Site Investigative Audit Report, attached as Exhibit 1.

16. While MDE was in the District, it posted an employment opportunity for “Educ-Associate Superintendent (Non-State Service) District Transformation Superintendent, offering a maximum salary of \$191,842.42. *See* Employment Opportunity, attached as Exhibit 2.

17. That job posting closed on July 21, 2021. *See id.*

18. Two days later, on July 23, 2021, MDE left the District.

19. MDE violated its own accountability policies when it left the District without conducting an exit interview. *See* Miss. Public School Accountability Standard 5.2.3.5 (2020) (“Near the completion of the on-site investigation, the auditor(s) will schedule a time to meet with the superintendent and school board chair to conduct an exit conference.”), attached as Exhibit 3.

20. Five days after closing the job posting, MDE delivered a letter and audit report, giving the District less than six days to prepare for school-takeover hearings. *See* Ex. 1, at 2.

21. Although the standards are written to give MDE unlimited latitude to set the date of a hearing, *see* Ex. 3, at 5.8.5, they also generally provide for a reasonable response period. *See generally* Ex. 3 at 5.8.2. MDE ignored that.

22. If that timeframe was not enough of a due-process denial, during the hearing before the CSA, MDE misrepresented its relationship with a financial advisor who failed to inform it of the District’s financial irregularity in late 2018 or early 2019. *See* August 2, 2021, Commission on School Accreditation Hearing at <https://www.youtube.com/watch?v=v94IMPsdpmQ>.

23. MDE corrected its material misrepresentation during a hearing before the School Board, which was a worse proceeding.

24. The hearing before the School Board was a coordinated farce at which State Board members advocated on behalf of MDE and spent long period of time on their cellphones; individuals misrepresented MDE policies and procedures; manufactured question-and-answer events, in which

falsehoods were made, and coordinated with MDE witnesses to “cross-examine” District representatives. At numerous times throughout the proceedings, Dr. Wright can be seen exiting with Dr. Paula Vanderford and engaging in closed meetings. *See* August 3, 2021, Mississippi Board of Education Hearing at <https://www.youtube.com/watch?v=VUAI3Js5ml8>.

25. For example, MDE brought in another state employee to state the District did not have relationships with certain state universities.

26. The District, does, and did, have those relationships. *See, e.g.*, Composite Exhibit 4.

27. At the conclusion of the hearing, after less than two hours, the State Board not only declared an emergency, paving the way for a school takeover. It also recommended abolishing the District -- even thought it could have sought other, less extreme remedies -- named an interim superintendent to run the dissolved school district, and offered that individual a contract, pending the approval of the Governor.

28. The State Board and CSA made the decisions to recommend dissolution of the District behind closed doors.

29. The State Board’s recommendation has been sent to the Governor for his approval with an expiration date of August 17, 2021.

CAUSES OF ACTION

Count I: Violation of Due-Process Rights

30. “Administrative proceedings should be conducted in a fair and impartial manner, free from any suspicion of prejudice or unfairness.” *Dean v. Public Employees’ Retirement System*, 797 So. 2d 830, 837 (Miss. 2000).

31. MBE, the State Board, and the CSA had made their decision well before the hearings held on August 2 and 3, 2021.

32. While MDE was in the District, it posted an employment opportunity for “Educ-Associate Superintendent (Non-State Service) District Transformation Superintendent, offering a maximum salary of \$191,842.42.

33. That job posting closed on July 21, 2021—two days before MDE left the District.

34. By the time the School Board announced his decision at the August 3, 2021 hearing, a District Transformation Superintendent had been selected, and her contract was ready for the Governor’s signature.

Count II: Section 37-17-6 Inherently Violates District’s Procedural Due Process

35. An essential principle of due process is that a deprivation of life, liberty, or property “be preceded by notice and opportunity for hearing appropriate to the nature of the case.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 313, 70 S.Ct. 652, 656, 94 L.Ed. 865 (1950). It is also well established that it is a denial of due process for any government agency to fail to follow its own regulations providing for procedural safeguards to persons involved in adjudicative processes before it. *Vitarelli v. Seaton*, 359 U.S. 535, 79 S.Ct. 968, 3 L.Ed.2d 1012 (1959); *Service v. Dulles*, 354 U.S. 363, 77 S.Ct. 1152, 1 L.Ed.2d 1403 (1957); *United States ex rel. Accardi v. Shaughnessy*, 347 U.S. 260, 74 S.Ct. 499, 98 L.Ed. 681 (1954).

36. The Respondents conducted a two-month audit and provided less than a weeks’ notice for the Petitioners to assess and respond to the audit findings. What is more, Petitioners do not receive an opportunity question anyone regarding the findings. Simply put, the process afforded does not provide an opportunity for a hearing appropriate to the nature of the case.

37. Additionally, never defined the standard of proof at the hearings, which is necessary under the Due Process Clause of the U.S. Constitution as well as the due process clause set out in Article 3, Section 14 of the Mississippi Constitution.

38. "To state a Fourteenth Amendment due process claim under [42 U.S.C.] § 1983, 'a plaintiff must first identify a protected life, liberty or property interest and then prove that governmental action resulted in a deprivation of that interest.'" *Gentilello v. Rege*, 627 F.3d 540, 544 (5th Cir. 2010) (*quoting Baldwin v. Daniels*, 250 F.3d 943, 946 (5th Cir. 2001)). "A property interest is not derived from the Constitution or Federal laws," but an independent source such as state law, a contract, or other understanding." *Stem v. Gomez*, 813 F. 3d 20, 210-211 (5th Cir. 2016) (*quoting Evans v. City of Dallas*, 861 F. 2d 846, 848 (5th Cir. 1988)). "Once granted, a property interest cannot be deprived without due process of law." *Cleveland Bd. of Educ. v. Loudermill*, 470 U.S. 532, 541, (1985); *see also Harris v. Canton Sep. Pub. Sch. Bd. Of Educ.*, 655 So. 2d 898, 902 (Miss. 1995).

39. As the Superintendent of the District, Petitioner Powell had a property interest in her contract. *See generally Greene v. Greenwood Pub. Sch. Dist.*, 890 F.3d 240, 242 (5th Cir. 2018).

40. The Board of Trustees, as individual taxpayers of the District, also had a property interest that allow them to challenge the constitutionality of Section 37-17-6 based on its effect on their local ad valorem taxes. *See generally Bond v. Marion Cty. Bd. of Sup'rs*, 807 So. 2d 1208, 1214 (Miss. 2001) (taxpayers have a due process right to judicial review of the constitutionality of a tax statute).

41. "The function of a standard of proof as that concept is embodied in the Due Process Clause and in the realm of fact-finding, is to "instruct the factfinder concerning the degree of confidence our society thinks he should have in the correctness of factual conclusions for a particular type of adjudication." *In re Winship*, 397 U.S. 358, 370 (1970) (Harlan, J., concurring). The standard serves to allocate the risk of error between the litigants and to indicate the relative importance attached to the ultimate decision."

42. The standard of proof is critical to providing the protection required by the Due Process Clause. As stated by the Supreme Court:

The function of a standard of proof, as that concept is embodied in the Due Process Clause and in the realm of fact finding, is to "instruct the factfinder concerning the degree of confidence our society thinks he should have in the correctness of factual conclusions for a particular type of adjudication." *In re Winship*, 397 U.S. 358, 370 (1970) (Harlan, J., concurring). The standard serves to allocate the risk of error between the litigants and to indicate the relative importance attached to the ultimate decision."

Addington v. Texas, 441 U.S. 418, 423 (1979) (civil commitment requires clear and convincing evidence).

43. Consequently, the Supreme Court has held that the standard of proof to be applied in a given proceeding must be established in advance:

"Standards of proof, like other "procedural due process rules[,] are shaped by the risk of error inherent in the truth-finding process as applied to the *generality of cases*, not the rare exceptions." *Mathews v. Eldridge*, 424 U.S. at 344 (emphasis added). Since the litigants and the factfinder **must know at the outset** of a given proceeding how the risk of error will be allocated, **the standard of proof necessarily must be calibrated in advance**. Retrospective case-by-case review cannot preserve fundamental fairness when a class of proceedings is governed by a constitutionally defective evidentiary standard." *Santosky v. Kramer*, 455 U.S. 745, at 757 (1982) (emphasis added) (holding termination of parental rights requires clear and convincing evidence standard); *See also Natural Father v. United Methodist Children's Home*, 418 So.2d 807, 810 (Miss. 1982) (following *Santosky*, *supra* and holding preponderance of the evidence standard inadequate to terminate parental rights even where authorized by statute.).

44. Thus, Respondents were required to establish the standard of proof "at the outset" of the accreditation and takeover proceedings. Absent a standard of proof promulgated in advance of the accreditation and takeover proceedings, Petitioners could not know how the risk of error was to be allocated, and Petitioners were necessarily denied due process and unduly prejudiced thereby. Indeed, absent such a standard, even "retrospective case by case review cannot preserve fundamental fairness." *Santosky*, *supra*.

45. To reach the conclusion that Petitioners were denied due process, and that they will be denied due process going forward, we do not need to decide the appropriate standard of proof. It is sufficient to determine that Respondents have not promulgated one. Accordingly, this Court should declare that the failure to have established a standard of proof in advance of the MDE state accreditation and conservatorship hearings deprived Petitioners of due process. The takeover by Respondents should be enjoined, reversed, and rendered.

Count III: Violation of the Open Meetings Act

46. Pursuant to the Mississippi Open Meetings Act, Miss. Code Ann. § 25-41-1, *et seq.*, official meetings of public bodies are required to be public and open. The Legislative intent of the Mississippi Open Meetings Act is set forth in Miss. Code Ann. § 25-41-

It being essential to the fundamental philosophy of the American constitutional form of representative government and to the maintenance of a democratic society that public business be performed in an open and public manner, and that citizens be advised of and be aware of the performance of public officials and the deliberations and decisions that go into the making of public policy, it is hereby declared to be the policy of the State of Mississippi that the formation and determination of public policy is public business and shall be conducted at open meetings except as otherwise provided herein.”

47. There are limited circumstances in which public bodies may go into executive session closed to the public:

- (1) Any public body may enter into executive session for the transaction of public business; provided, however, all meetings of any such public body shall commence as an open meeting, and **an affirmative vote of three-fifths (3/5) of all members present shall be required to declare an executive session.**
- (2) The procedure to be followed by any public body in declaring an executive session shall be as follows: Any member shall have the right to request by motion a closed determination upon the issue of whether or not to declare an executive session. Such motion, by majority vote, shall require the meeting to be closed for a **preliminary determination of the necessity for executive session.** No other business shall be transacted until the discussion of the nature of the matter requiring executive session has been completed and **a vote, as required in subsection (1) hereof, has been taken on the issue.**

- (3) **An executive session shall be limited to matters allowed to be exempted from open meetings by subsection (4) of this section. The reason for holding such an executive session shall be stated in an open meeting, and the reason so stated shall be recorded in the minutes of the meeting.** Nothing in this section shall be construed to require that any meeting be closed to the public, nor shall any executive session be used to circumvent or to defeat the purposes of this chapter.
- (4) A public body may hold an executive session pursuant to this section for one or more of the following reasons:
- (a) Transaction of business and discussion of personnel matters relating to the job performance, character, professional competence, or physical or mental health of a person holding a specific position.
 - (b) Strategy sessions or negotiations with respect to prospective litigation, litigation or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body.
 - (c) Transaction of business and discussion regarding the report, development or course of action regarding security personnel, plans or devices.
 - (d) Investigative proceedings by any public body regarding allegations of misconduct or violation of law.
 - (e) Any body of the Legislature which is meeting on matters within the jurisdiction of such body.
 - (f) Cases of extraordinary emergency which would pose immediate or irrevocable harm or damage to persons and/or property within the jurisdiction of such public body.
 - (g) Transaction of business and discussion regarding the prospective purchase, sale or leasing of lands.
 - (h) Discussions between a school board and individual students who attend a school within the jurisdiction of such school board or the parents or teachers of such students regarding problems of such students or their parents or teachers.
 - (i) Transaction of business and discussion concerning the preparation of tests for admission to practice in recognized professions.
 - (j) Transaction of business and discussions or negotiations regarding the location, relocation or expansion of a business or an industry.
 - (k) Transaction of business and discussions regarding employment or job performance of a person in a specific position or termination of an employee holding a specific position. The exemption provided by this paragraph includes the right to enter into executive session concerning a line item in a budget which might affect the termination

of an employee or employees. All other budget items shall be considered in open meetings and final budgetary adoption shall not be taken in executive session.

(l) Discussions regarding material or data exempt from the Mississippi Public Records Act of 1983 pursuant to Section 25-11-121.

(5) The total vote on the question of entering into an executive session shall be recorded and spread upon the minutes of such public body.

(6) Any such vote whereby an executive session is declared shall be applicable only to that particular meeting on that particular day.

Miss. Code Ann. § 25-41-7 (emphasis added).

48. The CSA and the School Board violated the Mississippi Open Meeting Act and failed to follow the procedures outlined under Mississippi law for going into an executive session closed to the public.

49. Moreover, none of the exceptions outlined under the Mississippi Open Meeting Act for going into closed executive session existed.

50. Though it was without any legal authority to do so, the School Board illegally closed their respective hearings to Petitioner and the public, without articulating any exception under the Mississippi Open Meetings Act, as statutorily required, much less a valid one.

Count IV: Request for Declaratory Judgment

51. Under Rule 57 of the Federal Rules of Civil Procedure, Petitioners are entitled to a declaratory judgment that Defendants have violated the Mississippi Public Meetings Act, and that the deliberations and votes taken by Defendants in secrecy and other Commissioners and Board Members are invalid, and violate due process.

52. Further, for the reasons set forth herein, and particularly Sections II, III, IV.A and IV.B, Petitioners are also entitled to a declaratory judgment that Defendants' policies, procedures, hearings, and actions have violated Portioners' rights under the Due Process Clause.

WHEREFORE, PREMISES CONSIDERED, the Petitioners request the Court grant it the relief it seeks herein.

RESPECTFULLY SUBMITTED, this the 4th day of August, 2021.

/s/ Clarence Webster, III

Clarence Webster, III (MS Bar No. 102111)

Michael C. Williams (MS Bar No. 104537)

Stevie F. Rushing (MS Bar No. 105534)

ATTORNEYS FOR PETITIONERS

OF COUNSEL:

BRADLEY ARANT BOULT CUMMINGS LLP

Suite 1000, One Jackson Place

188 East Capitol Street

Post Office Box 1789

Jackson, Mississippi 39215-1789

Telephone: (601) 948-8000

Facsimile: (601) 948-3000

cwebster@bradley.com

srushing@bradley.com

mcwilliams@bradley.com

VERIFICATION

STATE OF Mississippi
COUNTY OF Holmes

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the state and county aforesaid, Earsie Simpson, who stated on oath that I have personal knowledge of, and am competent to testify about, all of the matters set out in the foregoing *Verified Complaint and Petition for Declaratory Judgment*.

Earsie S. Simpson 08-04-2021

Betty Bridgeford 08-04-2021



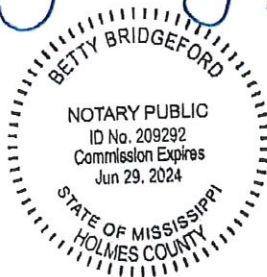
VERIFICATION

STATE OF Mississippi
COUNTY OF Holmes

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the state and county aforesaid, Louise Winters, who stated on oath that I have personal knowledge of, and am competent to testify about, all of the matters set out in the foregoing *Verified Complaint and Petition for Declaratory Judgment*.

Louise Winters 08/04/21

Betty Bridgeford 08/04/21



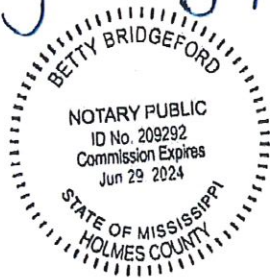
VERIFICATION

STATE OF Mississippi
COUNTY OF Holmes

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the state and county aforesaid, Debra Powell, who stated on oath that I have personal knowledge of, and am competent to testify about, all of the matters set out in the foregoing *Verified Complaint and Petition for Declaratory Judgment*.

Debra Powell 08/04/2021

Betty Bridgeford 08/04/2021



VERIFICATION

STATE OF Mississippi
COUNTY OF Holmes

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the state and county aforesaid, Anthony Anderson, who stated on oath that I have personal knowledge of, and am competent to testify about, all of the matters set out in the foregoing *Verified Complaint and Petition for Declaratory Judgment*.

Anthony Anderson 08/04/21

Betty Bridgeford 08/04/21



JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Holmes County Consolidated School District, Debra Powell, Superintendent, and Holmes County Consolidated

(b) County of Residence of First Listed Plaintiff Holmes
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Bradley Arant Boult Cummings LLP
188 East Capitol Street, Suite 1000
Jackson, MS 39201

DEFENDANTS

Mississippi Department of Education, Mississippi State Board of Education, State Commission on School

County of Residence of First Listed Defendant Hinds
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☒ 4 | ☒ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS ☐ Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty ☒ Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Sections 1331 and 1343

Brief description of cause:

Emergency Verified Petition for Injunctive Relief, Declaratory Judgment, and Complaint for Discovery

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

Aug 4, 2021

/s/ Clarence Webster, III

FOR OFFICE USE ONLY

AMSSDC-4625434

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Page 2:

Additional Plaintiffs (continued from first page):

School District Board of Trustees, Namely Louise Lewis Winters, Board President, Earsie L. Simpson, Vice-President, and Anthony Anderson

Additional Defendants (continued from first page):

Accreditation, Rosemary Aultman, Chair of the State Board of Education, Pamela Manners, Chair of the State Commission on School Accreditation, Dr. Carey Wright, State Superintendent of Education, the Mississippi State Board of Education and Governor Jonathon Tate Reeves



Office of Accountability
Paula A. Vanderford, Ph.D., Chief

Office of Accreditation
Jo Ann Malone, Ed.D., Executive Director

July 26, 2021

Dr. Debra Powell, Superintendent
Holmes County Consolidated School District
Post Office Box 630
Lexington, Mississippi 39095

VIA HAND DELIVERY

Ms. Louise Winters, President
Holmes County Consolidated School Board
Post Office Box 630
Lexington, Mississippi 39095

Dear Dr. Powell and Ms. Winters:

Enclosed is the *On-Site Investigative Audit Report* based on the investigative audit conducted by the Mississippi Department of Education (MDE) in the Holmes County Consolidated School District (HCCSD or District) that began on April 27, 2021. The investigative audit included an evaluation of accreditation standards and accountability requirements of the State Board of Education (SBE). All findings described in the enclosed report are based on the analysis of data collected during the on-site evaluation, including (a) interviews conducted with HCCSD staff, (b) observations and completed evaluation forms, (c) analysis of official documentation on file in the HCCSD, and (d) analysis of official reports submitted to the MDE.

Based on the audit findings, the HCCSD is in violation of 26 out of 32 Process Standards that include the following: 1, 1.1, 1.2, 1.3, 2, 2.2, 2.3, 2.4, 2.5, 4, 4.1, 4.4, 4.6, 6, 6.1, 6.2, 6.3, 7, 8, 9, 10, 12, 12.1, 12.2, 14, 14.1, 14.1.4, 14.3, 14.5, 15, 16, 17, 17.1, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 18, 18.1, 18.2, 19, 19.1, 19.2, 20, 20.1, 20.2, 21, 21.1, 21.2, 22, 24, 24.1, 24.2, 26, 27, 27.1, 27.2, 27.3, 29, 29.1, 29.2, 29.4, 30, and 31. In addition to the violations noted above, the HCCSD is noncompliant with Accreditation Policy 2.1. Based on a detailed analysis of the 2019 – 2020 and 2020 – 2021 Personnel/Accreditation Data Report submitted to the MDE and official documentation on file in the HCCSD, the District failed to report complete and accurate data to the MDE.

The MDE also found the HCCSD in violation of Process Standards 3, 3.1, 3.2, 3.4, 3.5, 3.6, and 3.7; however, as a result of the COVID-19 pandemic, the SBE granted rule suspensions, exemptions and/or waivers around these Process Standards.

The MDE found the HCCSD in compliance for Process Standards 2.1, 3.3, 11, 13.3, 13.4, 17.5.1, 25, 28, 28.1, 28.2, 28.3, 28.4, 28.5, 29.3, 32, 32.1, and 32.2. Additionally, the MDE found the HCCSD in compliance for Process Standards 13 and 13.1 based on the COVID-19 pandemic rule suspensions, exemptions and/or waivers.

The MDE did not evaluate Process Standards 10.1 and 13.5. The MDE did not evaluate Process Standards 13.2 and 14.2 due to the COVID-19 pandemic rule suspensions, exemptions and/or waivers.

Process Standards 14.1.1 – 14.1.3, 14.1.5 – 14.1.11, 14.4, 17.2, and 23 do not apply to the HCCSD.



Central High School Building
359 North West Street
P.O. Box 771
Jackson, MS 39205-0771

Phone (601) 359-3764
www.mdek12.org

Holmes County Consolidated School District
July 26, 2021
Page 2

As a result of the disclaimer of opinions issued in the 2019 report, other than the findings reported by the auditor that resulted in the accreditation violations reported for Process Standards 4, 4.1, 4.4, and 4.6, the Bureau of Internal Audit is unable to determine compliance with Process Standards 4.2, 4.3, 4.5, and 4.7 related to financial accountability. Additionally, because of the disclaimer of opinions issued in the 2019 report conducted under the guidelines of the Office of the State Auditor, the Bureau of Internal Audit is unable to determine compliance with Process Standards 5, 5.1, and 5.2.

The MDE Office of Accreditation will present evidence to the Commission on School Accreditation (Commission), which will determine whether an extreme emergency exists in the HCCSD that jeopardizes the safety, security, or educational interests of the children enrolled in the schools in the District. In accordance with Miss. Code Ann. § 37-17-6(12)(b), the Commission will determine if such an emergency situation is related to serious violation(s) of federal and state law and accreditation standards, serious concerns regarding financial resources and safety, and inappropriate standards of governance. The Commission meeting will begin at 10:00 a.m. on Monday, August 2, 2021, in the Senator Gray Ferris Board Room on the Fourth Floor of the Central High School Building in Jackson, Mississippi.

Pursuant to Accreditation Policy 2.9.2.2, District representatives, which shall include, the Superintendent and the HCCSD Board Chair, will be allowed to address the Commission prior to the Commission's determination. While the District may be represented by counsel, only HCCSD employees and/or HCCSD Board members may address the Commission during the forty (40) minutes allowed for the District to present evidence pertinent to this matter. This time may not be delegated to anyone else. Following the presentations from the Office of Accreditation and the District, the attorney for the District (if applicable) and the attorney for the MDE will be allowed ten (10) minutes each to provide closing statements.

If the Commission makes a recommendation(s) at this meeting, the recommendation(s) will be presented to the SBE at a special-called meeting on August 3, 2021, at 10:00 a.m. in the Senator Gray Ferris Board Room on the Fourth Floor of the Central High School Building in Jackson, Mississippi. The SBE will follow the same format as the Commission in allowing the District and the MDE to address the SBE prior to the SBE's determination.

If you have any questions related to the enclosed report or accreditation requirements, please contact me at (601) 359-3764.

Sincerely,



Jo Ann Malone, Ed.D.
Executive Director
Office of Accreditation

Enclosure

c: Carey M. Wright, Ed.D.
Paula A. Vanderford, Ph.D.
General Counsel
Special Assistant Attorney General

Central High School Building
359 North West Street
P.O. Box 771
Jackson, MS 39205-0771

Phone (601) 359-3764
www.mdek12.org

EMPLOYMENT OPPORTUNITY

MISSISSIPPI DEPARTMENT OF EDUCATION
359 North West Street
P. O. Box 771, Jackson, Mississippi 39205-0771

EDUC-ASSOCIATE SUPERINTENDENT (NON-STATE SERVICE) DISTRICT TRANSFORMATION SUPERINTENDENT

Salary Range: \$109,624.24 - \$191,842.42

(salary commensurate with experience)

The Mississippi Department of Education seeks a candidate to serve as a District Transformation Superintendent. The Superintendent will be charged to create a world-class educational system that gives students the knowledge and skills to be successful in college and in the workforce, and to flourish as parents and citizens.

As Superintendent, the successful candidate must possess knowledge of strong instructional practices, thorough expertise in current research-based, district-level leadership team principles and practices, as well as school board governance practices that support sustained high achievement for all students in rural and urban settings. He/she should have strong working knowledge of effective strategies that build and sustain effective school board-superintendent partnerships and strong working knowledge of evaluation, improvement, coaching, and professional development standards of/for district leadership staff. They should possess the ability to analyze, interpret, and execute effective decision-making strategies using multiple data sources to effectively guide school district leaders in determining the effectiveness of staff, instructional programs, strategies, and practices. The candidate must be able to develop and facilitate partnerships that support and sustain high achievement and also be able to relate well to members of the educational community and community at-large. They must be able to work independently and cooperatively as part of a team; be capable of working under severe time constraints; have analytical and complex problem solving skills, as well as, excellent verbal and written communication skills, human relations skills and time management skills.

Responsibilities

The initial primary responsibilities of the District Transformation Superintendent will include, but are not limited to, the following:

Launch the Office of District Transformation:

- Develop and implement the policy and regulatory frameworks necessary to support the core work and success of the District Transformation.
- Develop and implement the organizational structure required to operate the District Transformation.
- Implement dramatic changes designed to enable all students to succeed in the schools within District Transformation, particularly in the area of human capital.

Engage the community:

- Build and sustain a diverse statewide coalition of community support for District Transformation including community leaders and parents, elected officials, business leaders, and foundations
- Represent the District Transformation publicly, including through media and public appearances; by participating in conferences, councils, associations, committees and workgroups; by testifying before the Mississippi Legislature; and by coordinating and participating in public information campaigns
- Create and provide reports to the Mississippi State Board of Education, the Mississippi State Superintendent, the Legislature, and the public as to the activities and successes of the District Transformation

Establish the foundation for long-term sustainability and success:

- Supervise staff, set goals, and measure performance of employees
- Rebuild the culture of schools and districts targeted for improvement to focus on student achievement and long-term measures of student success
- Interface with all offices that implement state and federal requirements
- Develop the potential of all District Transformation employees and local school employees in order to maximize the sustainability and success of schools and students in the long term
- Oversee performance management systems and continuous quality improvement processes

Minimum Qualifications

- A Master's degree from an accredited four year college or university in education, school administration, or a closely related field and eight (8) years of employment in work related to the above described duties, five (5) years of which must have included line or functional supervision

Experience

- Experience turning around chronically underperforming schools, districts or working within organizations that do so
 - Experience in rural settings preferred
- Experience in effective strategic planning
- Demonstrated knowledge of high-performing schools
 - Experience working with high-performing schools preferred

Skills

- Strong analytical and critical thinking skills, particularly related to evaluating educational policy and complex data
- Strong oral and written communication skills with a variety of stakeholder groups
- Ability to recruit, develop, and maintain a diverse team
- Ability to coordinate, prioritize, and manage a variety of diverse and challenging tasks and systems while maintaining a high level of attention to detail, across multiple sites, and in the face of competing deadlines

- Ability to work across historical “boundaries” to deliver success
- Problem-solving skills
- Tested management and development of high-performing teams measured against performance benchmarks and outcomes
- Exceptional leadership skills as a leader or part of a leadership team in a school or organization that has demonstrated success—or significant improvement—in a high-poverty environment

Attributes

- Ability and willingness to travel
 - Work location TBD, but candidate must have ability to be on-site or in districts as needed.
- Tenacity, determination
- Unrelenting focus on delivering results for all students
- Unwavering belief that all students can learn and achieve success in school
- Unwavering orientation to accountability and results
- Appetite for action, impact, and influence

Compensation

The superintendent salary will be competitive and commensurate with experience.

Reporting Relationships

The District Transformation Superintendent will report to the District Transformation Chief Executive.

Applicants must apply online at www.mspb.ms.gov. (To inquire about this position, please contact Dr. Washington Cole, IV at 601.359.1750)

The deadline for application submission is July 21, 2021. Applicants selected for an interview will be contacted by phone.

(Mississippi Department of Education is an Equal Opportunity Employer)

MISSISSIPPI

PUBLIC SCHOOL ACCOUNTABILITY STANDARDS

2020



Revised 5/24/2021



ACCREDITATION POLICIES OF THE STATE BOARD OF EDUCATION

1.0 ADMINISTRATIVE POLICY

The Education Reform Act of 1982 created the Commission on School Accreditation (CSA) to continuously review the standards on accreditation and the enforcement thereof and to make recommendations thereon to the SBE. Miss. Code Ann. § 37-17-3

1.1 MEMBERSHIP OF THE COMMISSION ON SCHOOL ACCREDITATION

The CSA shall be composed of fifteen (15) members, as prescribed in Miss. Code Ann. § 37-17-3 and shall consist of two (2) classroom teachers, two (2) principals of schools, two (2) school district superintendents, two (2) local school board members, and seven (7) individuals who are not actively engaged in the education profession.

No local school district shall be permitted to have more than one (1)-member representative on the CSA.

1.2 APPOINTMENT

Each member of the CSA is appointed by the SBE upon recommendation of the State Superintendent of Public Education.

1.3 TERMS OF OFFICE

The length of a regular term is four (4) years. Upon acceptance of appointment, each member is eligible to serve for two (2) consecutive terms. If a member changes employment or accepts a position that is no longer reflective of the category for which he or she was appointed, or if a member moves out of the Congressional district he or she was appointed to represent, that member must resign and a new member will be appointed to fill the unexpired term. A member of the CSA who is appointed to fill an unexpired term is eligible for appointment to his or her own term(s) of office.

1.4 GENERAL DUTIES OF COMMISSION ON SCHOOL ACCREDITATION

The SBE, acting through the CSA, shall establish and implement a permanent performance-based accreditation system, and all public elementary and secondary schools shall be accredited under this system. It shall be the purpose of the CSA to continually review and enforce the standards on accreditation and to make recommendations to the SBE.

1.5 OFFICERS

The CSA annually elects a chairperson and vice-chairperson. The CSA may designate a member to serve as presiding officer in the event the chairperson and vice-chairperson are unable to preside.

1.6 MEETINGS

The CSA meets on call of the State Superintendent of Public Education. Any official action taken by the CSA requires the presence of a quorum, which is defined as a majority of the membership. The CSA shall provide notice of the meetings, which notice shall include the date, time, place and purpose of each CSA meeting. Any member of the CSA may participate in an official meeting by teleconference or video means.

1.6.1. Agenda

The Executive Secretary, in consultation with the Chairperson, shall prepare the agenda which is to be considered by the CSA.

All requests to be placed on the agenda shall be received in writing by the Executive Secretary no later than ten (10) days before a scheduled meeting. Agenda items received after this deadline may only be added if approved by a majority vote of the CSA.

The Executive Secretary shall provide the proposed agenda, with supporting documents, to each CSA member, no later than seven (7) days prior to a scheduled meeting.

Further distribution of the agenda shall be made to all interested parties, all persons appearing before the CSA, and to the media.

1.6.2. Minutes

The Executive Secretary shall prepare the minutes of the CSA. The Executive Secretary may secure such assistance as is necessary for the preparation of the minutes.

All proposed minutes shall be provided to each CSA member within seven (7) days prior to any scheduled meeting.

All proposed minutes shall become the official minutes, after adoption by the CSA.

1.7 EXPENSES

In accordance with Miss. Code Ann. §§ 25-3-41 and 25-3-69, each member of the CSA is reimbursed for per diem, travel, and other allowable expenses that are incurred when attending meetings of the CSA.

1.8 STAFF

Staff assigned to the CSA consists of personnel in the MDE. An appropriate staff member of the MDE shall be designated and assigned by the State Superintendent of Public Education to serve as Executive Secretary and coordinator for the CSA.

2.0 DISTRICT ACCREDITATION POLICY

The SBE, acting through the CSA, is required to establish and implement a process for accountability at the public school district level. School districts are held accountable for Accreditation Policies and Process Standards and receive an annual accreditation status. Standards of the performance-based accreditation system recommended by the CSA and adopted by the SBE are contained in the current edition of the *Mississippi Public School Accountability Standards*.

2.1 ASSIGNMENT OF DISTRICT ACCREDITATION STATUSES

In the fall of each year, the CSA determines the annual accreditation status of all public school districts based on verified accreditation data from the previous school year. An annual district accreditation status is assigned based on compliance with Process Standards. Information concerning district compliance with Process Standards is reported to the CSA on an annual basis. See Policy 2.2.

The district superintendent and school principals are responsible for ensuring that all data reported to the MDE are true and accurate as verified by supporting documentation on file in the school district. Reporting false information is a violation of the accreditation requirements set forth by the SBE and may result in the downgrading of the district's accreditation status.

After the CSA acts on accreditation records presented, during the fall, the district superintendent and the chairperson of the local school board are notified of the assigned status. The decision of the CSA is final unless appealed by the school board of the school district to the SBE in accordance with the appeal procedures in Policy 6.0 of this document. If a school board of the school district does not request a hearing before the CSA, they waive their right to any appeal of the CSA's decision.

2.2 PROCESS STANDARDS

Process (input) Standards address accepted educational principles and practices that promote educational quality. Any verified violation of a Process Standard is noted on the record summary of a school district at the time of discovery within any school year; however, it does not affect the current accreditation status of the district. *See* Policy 2.5 for the exceptions. If a noted violation of a Process Standard has not been corrected by the following school year when accreditation statuses are assigned, the violation is reported to the CSA for appropriate action.

The SBE, acting through the CSA, reserves the right to suspend school district compliance of any Process Standard that is not mandated by state or federal law. *See* Policy 4.2 for Rewards.

2.3 ACCREDITATION STATUSES DEFINED

Districts are assigned an annual accreditation status based on compliance with Process Standards and Accreditation Policies.

ACCREDITED is assigned to a district that complies with Accreditation Policies and 100% of the Process Standards. (See exceptions in Appendices F and H.)

PROBATION is assigned to a district that fails to comply with 100% of the Accreditation Policies and Process Standards. The district will be required to develop and implement a Corrective Action Plan (CAP) with defined timelines to address the deficiencies. *See* Policy 2.8.

WITHDRAWN is assigned to a district that has previously been assigned a PROBATION status and has failed to comply with its CAP within the approved timelines. It may also be assigned to a district found in violation of any Process Standards contained in Policy 2.5.2. Any school district placed in a District of Transformation may have its accreditation withdrawn. The district will be required to develop and implement a CAP with defined timelines to address the deficiencies. *See* Policy 2.8.

2.4 NOTIFICATION OF DEFICIENCIES AFTER ASSIGNMENT OF STATUS

After the annual assignment of a district's accreditation status in the fall, the process of determining statuses for the following school year begins. Whenever information on file with the MDE indicates that a school district may be in violation of a standard, the superintendent and the school board of the district are notified in writing by appropriate MDE staff responsible for monitoring compliance with the standard. School district officials are given forty-five (45) calendar days from the date of receipt of notification to provide a written response verifying accuracy or inaccuracy of the notice of possible noncompliance with the standard.

If the written response includes sufficient evidence to correct or refute the alleged violation, the superintendent of the district is notified by appropriate MDE staff responsible for monitoring compliance with the standard. Any verified violation of a standard is reported in writing to the Office of Accreditation, where

it is noted on the current Accreditation Record Summary of the district. The Office of Accreditation notifies the superintendent of the district in writing of the verified violation.

2.5 FACTORS THAT MAY AFFECT AN IMMEDIATE CHANGE IN ACCREDITATION STATUS

An assigned accreditation status may remain unchanged during that school year except in those cases where verified noncompliance of accreditation standards may downgrade an accreditation status immediately, in accordance with Policy 2.5.1 or 2.5.2.

2.5.1 Recommended Accreditation Status – PROBATION

Districts in violation of any of the following standards may be presented to the CSA for action, that may include downgrading the district's accreditation status to Probation:

- Accreditation Policy 2.1, reporting false information,
- Standard 1.1 and 1.3, failure to implement appropriate standards of governance,
- Standard 1.2, failure to comply with school board policies that meet state and federal statutes, rules, and regulations,
- Standards 4 and 5, failure to comply with financial accountability requirements,
- Standard 14, failure to comply with graduation requirements,
- Standard 16, failure to comply with test security procedures required by the Mississippi Statewide Assessment System,
- Standards 17.1-17.8, failure to comply with state/federal regulations,
- Standard 20, failure to comply with Instructional Practices, or
- Standards 29, 30, and 31, failure to comply with standards that sustain a safe school climate.

2.5.2 Recommended Accreditation Status – WITHDRAWN

Districts in violation of any of the following standards may be presented to the CSA for action, that may include withdrawal of the district's accreditation:

- Accreditation Policy 2.1, reporting false information,
- Standard 1.1 and 1.3, failure to implement appropriate standards of governance,
- Standard 1.2, failure to comply with school board policies that meet state and federal statutes, rules, and regulations,
- Standards 4 and 5, failure to comply with financial accountability requirements of a serious nature,
- Standard 14, failure to comply with graduation requirements specified in Standards 14.1, 14.2, and 14.5,
- Standard 16, failure to comply with test security procedures required by the Mississippi Statewide Assessment System in Appendix F, numbers 8 and 9,
- Standards 17.4-17.6, federal programs whose regulations call for strong sanctions for continued patterns of noncompliance,
- Standard 20, failure to comply with Instructional Practices, or
- Standards 29, 30, and 31, failure to comply with standards that pose life-threatening conditions for students and staff.

2.6 RESOLVING ACCREDITATION CONTROVERSIES

All controversies involving the accreditation statuses of school districts are initially heard by a duly authorized representative of the CSA in accordance with Miss. Code Ann. § 37-17-5, and Policy 6.0, unless a recommendation is made regarding a State of Emergency under Miss. Code Ann. §37-17-6(12)(b). See Policy 2.9.

2.7 CONSOLIDATION OF SCHOOL DISTRICTS OR RECONFIGURATIONS OF SCHOOLS

2.7.1 When two (2) or more school districts consolidate, the affected school district(s) may, depending on the nature and applicability, have any current citations applied to the consolidated district until the consolidated district has provided evidence of compliance of the violation and the Office of Accreditation has verified compliance.

2.7.2 When a local school board approves the reconfiguration of a school within the same district the school district may be allowed to maintain its accreditation status.

See Section 20 of the Business Rules of the Mississippi Statewide Accountability System for additional explanation of how performance classifications (grades) are assigned to reconfigured schools/districts.

2.8 CORRECTIVE ACTION PLAN (CAP) AND WITHDRAWAL OF ACCREDITATION

2.8.1 Corrective Action Plan (CAP) with Definitive Timelines

When a school district has been assigned a PROBATION or WITHDRAWN accreditation status, the school district shall develop a Corrective Action Plan (CAP) with defined timelines in which to correct the district's deficiencies.

The school district is required to submit a CAP within sixty (60) calendar days of notification. The plan shall stipulate what will be done to remove the deficiencies and the timeline required in accordance with Miss. Code Ann. § 37-17-6(11)(b). The plan shall be approved by the local school board as documented by official minutes and bear the signatures of the school board chairperson/president and district superintendent. The SBE has final approval on the CAP and the timelines. When corrective action has been implemented to remove a citation, the school district shall submit documentary evidence confirming such to the Office of Accreditation. Assigned MDE staff may conduct follow-up visits as necessary to verify corrective action and compliance.

2.8.2 Withdrawal of Accreditation

If the district fails to correct the deficiencies during the time specified in the CAP, the school district may have its accreditation withdrawn by the CSA in accordance with Miss. Code Ann. § 37-17-6(12)(a). The status of the district will be listed as WITHDRAWN NOT ACCREDITED, and the record of that district will continue to be maintained.

2.8.2.1 Hearings

Before requesting approval from the SBE to withdraw the accredited status of a district, the CSA shall conduct a hearing to allow the officials of the affected district to present evidence or other reasons why its accreditation should not be withdrawn. See Miss. Code Ann. § 37-17-6(12)(a) and Policy 6.0.

2.8.2.2 Results of Hearings

Upon consideration of the transcribed record and recommendation of the CSA's representative, the CSA shall meet, make a decision and notify all parties in writing by certified mail. Within forty-five (45) calendar days of the conclusion of the hearing and after consideration of the results of the hearing, the CSA shall be authorized, with the approval of the SBE, to withdraw the accreditation of the district and may issue a request to the Governor that a state of emergency be declared in that district in accordance with Miss. Code Ann. § 37-

17-6(12)(a). If the decision is made not to withdraw the accredited status of the district, a new timeline is established in the district's Corrective Action Plan (CAP).

2.8.2.3 Public Notice

If a state of emergency has been declared, the CSA files a public notice at least once a week for at least three (3) consecutive weeks in a newspaper published within the immediate or general vicinity of the affected school district in accordance with Miss. Code Ann. § 37-17-6(13).

2.8.2.4 Access to School District Records

School districts are required to produce necessary reports, correspondence, financial statements, and any other documents necessary for the CSA to implement this section on withdrawal of accreditation and District of Transformation.

2.8.2.5 Reinstatement of an Accredited Status

Based on the recommendation from the Office of Accreditation or the State Superintendent of Public Education, the superintendent and school board chairperson/president of a school district whose accreditation has been withdrawn may file a petition with the CSA on School Accreditation for reinstatement of accreditation to be effective on January 1 or July 1. The CSA shall require all school districts that petition for reinstatement of accreditation to appear before the CSA to furnish evidence satisfactory to the CSA that the school district is compliant with all accreditation standards prior to the reinstatement of accreditation.

2.9 CONDITIONS OF EMERGENCY STATUS AND WITHDRAWAL OF ACCREDITATION

2.9.1 Declaration of State of Emergency

The SBE may request the Governor to declare a state of emergency in any school district in accordance with Miss. Code Ann. § 37-17-6. Upon the declaration of the state of emergency by the Governor, the SBE may take all such action for dealing with the school districts as authorized under Miss. Code Ann. § (12) or (15), including the withdrawal of the district's accreditation.

2.9.2. State of Emergency Hearing Procedures

Pursuant to Miss. Code Ann. § 37-17-6(12), there are several avenues for the SBE to make a request to the Governor to declare a state of emergency.

2.9.2.1 Withdrawal of Accreditation Hearing and Subsequent State of Emergency

In accordance with Miss. Code Ann. § 37-17-6(12)(a), the CSA shall conduct a hearing to determine whether a school district's accreditation should be withdrawn based on failure to comply with their CAP or violations of accreditation standards that may require immediate action. Based on the CSA's consideration, if the CSA, with the approval of the SBE, withdraws the accreditation of a school district, the SBE shall be authorized to request to the Governor that a state of emergency be declared in the district. See Miss. Code Ann. § 37-17-5, Policy 2.8.2, and Policy 6.0 for hearing procedure.

2.9.2.2 Extreme Emergency Situation Hearing

In accordance with Miss. Code Ann. § 37-17-6(12)(b), the MDE's Office of Accreditation shall present evidence to the CSA to support the existence of an extreme emergency situation in the school district that jeopardizes the safety, security, and educational interests of the children and the belief that the emergency situation is related to a serious violation or violations of accreditation standards or state or federal law or failure to meet academic standards as

evidenced by a continued pattern of poor student performance. This presentation shall not exceed forty (40) minutes.

Following the MDE's Office of Accreditation's presentation, district representative(s) which shall include, the superintendent and school board chairperson/president, will address the CSA. While the district may have legal representation, *only* district employees and/or school board members may address the CSA during the forty (40) minutes allowed for the district to present evidence pertinent to this matter.

Following the presentations, the CSA will be allowed to address MDE staff and local district representatives to ask any clarifying questions.

Once all questions have been asked by the CSA, the attorney for the district (if applicable), and the attorney for the MDE, will be allowed ten (10) minutes each to provide closing arguments.

Based on the evidence presented, the CSA acts in one of the following manners:

- Accepts the recommendation of MDE and determines that an extreme emergency exists. The CSA submits the resolution to the State Superintendent of Public Education and the State Board of Education; or
- Rejects the recommendation of MDE.

In accordance with the resolution from the CSA that an extreme emergency exists, the SBE meets to:

- Accept the CSA's determination that an extreme emergency exists, and requests the Governor to declare a state of emergency; or
- Reject the CSA's determination that an extreme emergency exists.

Any request made to the Governor, shall contain an expiration date, which automatically rescinds the request to the Governor if the Governor fails to declare a state of emergency after a specified time period. This expiration date shall be set by the SBE.

2.9.2.3 Failing District

The MDE Office of Accreditation may present evidence to the SBE that the school district meets the SBE's definition of a failing school district ("F" designation) for two (2) consecutive years. No prior action by the CSA is necessary.

The SBE may request the Governor to declare a state of emergency in that school district.

2.9.2.4 More than 50% of the schools are Schools At-Risk

The MDE Office of Accreditation may present evidence to the SBE that more than 50% of the schools within the school district are "schools at-risk" (i.e., failing schools identified as "F") in any one (1) year. No prior action by the CSA is necessary.

The SBE may request the Governor to declare a state of emergency in that school district.

2.9.3 Achievement School District

In the alternative, the SBE may consider a school district for inclusion in the Achievement School District (ASD), in accordance with Miss. Code Ann. § 37-17-17 if it meets the definition of Failing District or More than 50% of the schools are Schools At Risk, as found in Policy 2.9.2.3 and 2.9.2.4, and meets the following criteria established by the State Board of Education:

- The Mississippi Achievement School District shall only take over the number of districts for which it has the capacity to serve; and

- District must have been identified as an “F” district for two (2) consecutive years or two (2) of three (3) consecutive years; and
- 50% or more of the schools are rated as an “F” school; and/or
- 50% or more of the students in the district are in an “F” school.

2.9.4 Penalty for the Withdrawal of Accreditation

Policy 2.9.3 is effective one (1) calendar year following the Withdrawal of Accreditation by the CSA and the SBE.

The withdrawal of a school district’s accreditation by the CSA will result in the following:

- A school or schools within a district shall be limited to participation in no more than fifty percent (50%) of the regular season of any interscholastic activity, which shall include division/district/regional games,
- The interscholastic season schedule for a school or schools within a district shall not include the opening day of season or any type of post season participation, as determined by the Office of Accreditation, and
- Cheerleading, drill and dance squads, speech and debate, choral music, and band may participate in district or state contest, but shall not be eligible to receive ratings.

All schedule requests must be submitted in writing to the MDE’s, Office of Accreditation, at least thirty (30) days prior to the beginning of the season. The Office of Accreditation shall pre-approve all schedules and participation in interscholastic activities. In addition to the suspension of all post season activities, the school district shall not be allowed to participate in jamborees, special games, parades, tournaments, holiday tournaments, or competitions of any nature.

Failure to comply with section 2.9.3 will result in the suspension of ALL interscholastic activities.

Failure of a district to have its accreditation reinstated by the CSA after a period of two (2) calendar years from the date of the withdrawal of accreditation shall result in the immediate suspension of ALL interscholastic activities until the district’s accreditation status is reinstated.

Note: Interscholastic activities include, but are not limited to, football, basketball, baseball, track and field, cross country, tennis, golf, volleyball, softball (fast pitch and slow pitch), soccer, wrestling, swimming, power lifting, bowling, archery, cheerleading, drill, and dance squads, speech and debate, choral music, and band.

3.0 PERFORMANCE CLASSIFICATION POLICY

The SBE, acting through the CSA, is required to establish and implement a process for accountability at the individual public school level and district level in accordance with Miss. Code Ann. § 37-17-6. Individual schools and districts are held accountable for: 1) student proficiency, 2) student growth, and 3) graduation, 4) acceleration, 5) college- and career-readiness, and 6) participation, if applicable, and receive an annual School Performance Classification and District Performance Classification.

When the district establishes a new school and/or the district reconfigures the specific grades or students assigned to an existing school(s) within the district, the student proficiency data used to assign school performance classifications will follow the guidelines established in the School Performance Standards and the Mississippi Statewide Accountability System.

3.1 ASSIGNMENT OF PERFORMANCE CLASSIFICATIONS

3.1.1 School Performance Classification

Information concerning school performance is reported to the CSA on an annual basis, and performance classifications are assigned in the fall of each school year. In accordance with Miss. Code Ann. § 37-17-6(5), each public school will be assigned an annual performance classification. In addition, the graduation rate will be included in determining the performance classification of schools with a Grade 12. See Miss. Admin. Code 7-3: 7.1 and 7.2, State Board Policy Chapter 7, Rules 7.1 and 7.2 and the Glossary for definition of alternative school. Note: Refer to the Business Rules of the Mississippi Statewide Accountability System for exceptions.

3.1.2 District Performance Classification

Information concerning district performance is reported to the CSA on an annual basis, and performance classifications are assigned in the fall of each school year. Each public school district will be assigned an annual performance classification based on proficiency, growth, graduation rate, acceleration, college- and career- readiness, and participation. A district performance level is assigned based on the performance of all students in the district [i.e., the district will be treated as one (1) K-12 school].

3.1.3 Internal Review of Preliminary Accountability Results

If the school district has reason to believe the preliminary results of the statewide accountability system applied to a district or school are incorrect due to a calculation or data error, the school district may submit written evidence to the Office of District and School Performance, to support the position of the school district. All requests for review shall be submitted in writing based on the timeline published each year by the Office of District and School Performance. Any requests not submitted based upon the published timeline shall not be considered after the deadline for submission.

The Office of District and School Performance will review these requests and present them to an Internal Review Committee for consideration. The Internal Review Committee will consist of, at a minimum, four (4) MDE staff, and one (1) external chairperson.

The Office of District and School Performance shall present the decision(s) of the Internal Review Committee to the CSA for consideration.

3.1.4 Review or Appeal of Final Accountability Results

If the school district disagrees with the decision of the SBE, the school district may submit written evidence to appeal the final results of the statewide accountability system approved by the SBE. Only appeals based on results believed to be incorrect due to a calculation or data error, shall be considered. The appeal shall be submitted to the Executive Secretary of the SBE within ten (10) calendar days of the SBE's approval. Only school districts that have contested preliminary results may seek an appeal of the decision of the SBE. Any school districts that have not contested preliminary results will have waived their rights to appeal the final results of the statewide accountability system.

For those applicable appeals to the final results, the same process shall be followed as a request for review (i.e., Internal Review Committee, CSA, and SBE); however, during the appeal of the final results, school districts will receive notification of the Internal Review Committee's decision prior to presentation to the CSA. The district superintendent may request to address the CSA regarding the appeal of the results. The district superintendent shall be allotted thirty (30) minutes to address the CSA. The MDE shall also be allotted thirty (30) minutes to address the CSA. The CSA may ask questions of either the District or the MDE following their presentation. The CSA shall not consider any new

factual evidence, not previously provided to the Internal Review Committee. The CSA will make a recommendation to the SBE for approval. At the SBE meeting, the district superintendent shall be allotted ten (10) minutes to address the SBE. The MDE shall also be allotted ten (10) minutes to address the SBE. The SBE may question either the district superintendent or the MDE following their presentation. The SBE shall not consider any new factual evidence. The SBE may either affirm or deny a school district's appeal. The SBE makes the final determination of the appeal's disposition.

3.2 PERFORMANCE STANDARDS

Performance (output standards) address selected components of the statewide assessment program and other outcome measures related to the performance of a school and/or district. The SBE also considers factors such as proficiency and growth, graduation rates, dropout rates, college- and career- readiness, acceleration, participation, and any other factors the SBE deems appropriate.

3.3 PERFORMANCE CLASSIFICATIONS

The performance classification assigned to a school or district will be determined by performance indicators as defined in the Mississippi Statewide Accountability System. These indicators are scored and combined to assign performance classifications of **A, B, C, D, and F**. See Performance Standards.

A school may not receive a school performance classification if test data have been invalidated, and the school performance classification will be noted as Test Data Invalidated. (See Section 18 of the Business Rules of the Mississippi Statewide Accountability System for exceptions.) See Appendix F.

3.4 SCHOOLS AT-RISK

Following an analysis of school data each year, the MDE shall identify those schools that are deficient in educating students and need improvement in accordance with Miss. Code Ann. §§ 37-18-3 and 37-18-5. This analysis shall indicate individual school performance based on the annual performance classifications (grades).

3.4.1 Designation

A school shall be identified as a School At-Risk and in need of assistance if the school is designated as an F as identified by the SBE. A school that is failing and that is identified as Comprehensive Support and Improvement (CSI), Target Support and Improvement (TSI), or Additional Target Support and Improvement (ATSI), as outlined in the Mississippi Consolidated State Plan (Mississippi Succeeds), shall be recognized as a School At-Risk.

3.4.1.1 Comprehensive Support and Improvement (CSI) Identification

- **METHOD 1:** graduation rate less than or equal to 67% (identification in 2018-19 based on 2017-18 data; subsequent identification every 3rd year); or
- **METHOD 2:** bottom 5% of Title I A schools (identification in 2018-19 based on 2017-18 data; subsequent identification every 3rd year)
- **METHOD 3:** previously identified Additional Targeted Support and Improvement school with 3 consecutive years of subgroup proficiency performance (ELA or math) at or below that of all students in the bottom 5% of Title I A schools (identification for this group to begin in 2021-22)

3.4.1.2 Target Support and Improvement (TSI) Identification

- Subgroup in the lowest 50% of overall accountability index; and
- Subgroup in lowest quartile of 3-year average gap-to-goal; and
- Subgroup scores in lowest quartile of 3-year improvement toward gap-to-goal closure; then
- Schools with a subgroup meeting all three (3) of the above criteria will be rank-ordered annually, using overall accountability index, and the bottom 5% of all schools not identified for CSI will be identified for TSI.

3.4.1.3 Additional Target Support and Improvement (ATSI) Identification

For all schools, 3-year average subgroup performance is at or below that of all students in the lowest performing schools (bottom 5% of Title I A schools) (for example: identification in 2018-2019 based on 2015-2016, 2016-2017, and 2017-2018 data; subsequent annual identification based on most recent 3-year data trend).

3.4.2 Notification

Within fifteen (15) days after a School At-Risk has been identified, written notice shall be sent by the MDE, on behalf of the SBE, by e-mail and mail to the school principal, local superintendent, and the local board of education.

For All Schools At-Risk and CSI schools, the district shall create a team, consisting of the superintendent, a board member, the principal, specified district level staff, a content area teacher, and a parent or community member representative from the identified school, to participate in a cross-agency interview with MDE personnel to address the school's performance. The school team shall lead a presentation from a template provided by the MDE, addressing topics, including but not limited to, leading and lagging data, equitable access, leadership, instructional transformation, talent development, and culture shift. Following the interview, the superintendent shall receive verbal and written feedback on the presentation prepared by the interview team and shall utilize this feedback to inform decision-making and plan for school improvement.

3.4.3 Plan of Improvement

The school shall complete a plan for improvement, which shall be approved by the local board of education as documented by official minutes and bear the signatures of the school board chairperson/president and district superintendent. The MDE shall provide final approval for school improvement plans of schools with a CSI designation. The MDE will monitor the plan implementation of failing schools that are identified as CSI. The local school district shall monitor the plan implementation of Schools At-Risk that are not identified as CSI.

The principal or designee shall provide an update addressing progress toward the plan's action steps each month to the community during the monthly local school board meetings. The update and a copy of the school board meeting agenda shall be submitted to the MDE. The school will continue to implement the approved plan until the release of the accountability performance ratings in the subsequent year.

4.0 RECOGNITION AND EXEMPTIONS

The SBE shall provide special recognition to individual schools or school districts meeting the highest level of performance as defined as a school or district with a performance classification of an "A."

The SBE may provide certain exemptions to individual schools or school districts assigned the performance classifications of an "A" or "B."

4.1 RECOGNITION

Special recognition shall be provided to all schools meeting the highest level of performance. Examples of recognition include, but are not limited to, public and/or media announcements and events.

4.2 EXEMPTIONS

4.2.1 Exemptions for Schools Assigned a Performance Classification of "A" or "B"

Schools assigned a performance classification of "A" or "B" may be exempt from citations of noncompliance with the Process Standards listed below:

- Library Media/Organized Collection (Standard 18.1)
- Library Media Program of Service (Standard 18.2)
- Limit on Course Preparations (Standard 25)
- Student Teacher Ratios in Grades 1-4 (Standard 28.2)
- Limit of 150 Students Per Teacher in Academic Core Subjects (Standard 28.5)

4.2.2 Exemptions for Districts Assigned a Performance Classification of "A" or "B"

School districts assigned a performance classification of "A" or "B" may be exempt from citations of noncompliance with the Process Standards listed below:

- Community Involvement, Parental Communication, and Business Partnerships (Standard 12)
- Senior Preparation for Graduation Ceremonies (Standard 13.4)
- Summer School Program Requirements (Standard 13.5)
- Professional Development Plan/Program (Standard 15)
- Early Childhood Programs (kindergarten and teacher assistant) (Standard 17.1)
- Instructional Management System (Standard 20)
- Suggested Teaching Strategies, Resources, and Assessment Strategies (Standard 20)

4.2.3 Financial Rewards

See Miss. Code Ann. § 37-19-10 for information regarding the School Recognition Program.

5.0 ACCREDITATION MONITORING PROCEDURES

The MDE continuously monitors school districts to verify compliance with applicable accreditation requirements and state and federal laws.

5.1 ON-SITE EVALUATIONS

The SBE, the State Superintendent of Public Education, or the CSA has the authority to call for an on-site evaluation or investigation of a school district at any time. If deficiencies are found in meeting accreditation standards or state and/or federal laws, the district superintendent shall be notified in writing and given forty-five (45) calendar days from the receipt of notification to provide a written response. The report of findings is filed in the current accreditation records in the Office of Accreditation.

5.2 INVESTIGATIVE AUDITS (COMPLAINTS AGAINST DISTRICTS)

All formal complaints made against schools or districts must be submitted to the Office of Accreditation in writing and include the name and contact information (valid phone number or valid e-mail address) of the individual(s) filing the complaint. The written complaint shall contain specific details concerning alleged violations. While the Office of Accreditation may receive anonymous complaints, these complaints are not considered formal. Additionally, the Office of Accreditation shall not provide any details regarding the status of a complaint and/or investigation.

5.2.1 Areas Over Which the Commission On School Accreditation Has No Authority

If the complaint addresses an area over which the CSA has no authority, receipt of the complaint is acknowledged with instructions of where to direct the complaint, and the complaint is filed in the Office of Accreditation. The CSA does not have authority to overturn decisions made by local school boards, nor does it have jurisdiction to investigate allegations of discrimination, harassment, and hostile work environment, or violations of the Public Records Act. The Equal Employment Opportunity Commission (EEOC) and/or Office of Civil Rights and the Mississippi Ethics Commission have jurisdiction over these matters. The MS Ethics Commission also has authority to enforce the provisions of the Open Meetings Act and issue civil penalties for violations. _

5.2.2 Areas Over Which the Commission On School Accreditation Does Have Authority

If the complaint addresses an area over which the CSA has authority, the superintendent may be notified in writing of the nature of the complaint and given forty-five (45) calendar days to provide a written response to the allegations and to present documentation of compliance. The district superintendent may also be notified that the district is subject to an unannounced investigative audit.

5.2.3 Unannounced On-Site Investigative Audits

The SBE, the State Superintendent of Public Education, or the CSA has the authority to call for an on-site investigation of a school district at any time. Procedures for conducting investigative audits are as follows:

5.2.3.1 The auditor(s) may arrive in the district without prior notification. The number of auditors involved will depend on the nature and seriousness of the allegations.

5.2.3.2 The auditor(s) inform the district superintendent of the purpose of the audit and of the procedures to be followed. The auditor(s) will provide the district superintendent with a letter of notice from the State Superintendent of Public Education. _

5.2.3.3 The auditor(s) may use various methods to collect the data needed to verify or discredit the complaint, including, but not limited to, examination of official records, anonymous surveys, interviews with school personnel, and observations.

5.2.3.4 The auditor(s) may attend all regularly scheduled and special-called board meetings of the district. The district superintendent and board chair shall notify the auditor(s) in advance of the date and time of all regularly scheduled and special-called board meetings.

5.2.3.5 Near the completion of the on-site investigation, the auditor(s) will schedule a time to meet with the superintendent and school board chair to conduct an exit conference.

5.2.3.6 Upon completion of the investigation, the auditor(s) compile a written report in accordance with Policy 5.8 that shall be provided to the district superintendent and the chairman of the school board, and depending on the recommendation of the MDE, may be addressed with the CSA.

5.3 SPECIAL TEST AUDITS

Reports regarding potential testing irregularities or test security violations are referred to the Office of Student Assessment. Such reports shall include, but are not limited to, statistical analyses of test data conducted after each test administration, self-reported incidents, third-party allegations regarding violations of testing requirements, and irregularities noted during test security audits. Regular test security audits may be conducted prior to, during, and following each test administration to promote the integrity and security of the Mississippi Assessment System. The Office of Student Assessment will report to the Office of Accreditation each testing irregularity that has been verified as a violation of a testing requirement.

5.3.1 Self-reports or third-party allegations regarding testing irregularities may be either formal written reports (signed or unsigned) or verbal reports or complaints that may be made officially or anonymously and with or without documentary evidence.

5.3.2 If a third-party allegation addresses an area over which the SBE has no authority, the individual filing the allegation will be notified.

5.3.3 A self-report or allegation shall identify specific details concerning alleged violations of test security and/or testing irregularities to warrant an investigative audit.

5.3.4 Any statistical analysis that indicates a potential testing irregularity or test security violation will be reviewed and evaluated by staff in the Office of Student Assessment. If the review and evaluation of the statistical analysis indicate that further information is required to resolve or confirm the testing irregularity, the Office of Student Assessment may require that a school district investigate the potential irregularity and report its findings to the Office of Student Assessment. Any verified testing irregularity is reported to the Office of Accreditation for appropriate action.

5.3.5 Procedures for test security audits are as follows:

5.3.5.1 The auditor may arrive at the school without prior notification.

5.3.5.2 The auditor informs the school administrator of the purpose of the audit and of the procedures to be followed.

5.3.5.3 The auditor requests that the district superintendent be notified that a test audit is in progress.

5.3.5.4 The auditor uses the same methods to collect data as described in Appendix F.

5.3.5.5 The auditor reports the audit findings to the Office of Student Assessment. If the audit findings indicate that a testing irregularity has occurred, the Office of Student Assessment will notify the district superintendent. If the response from the district superintendent does not resolve the irregularity, the irregularity is reported to the Office of Accreditation for appropriate action.

5.4 SUMMER PROGRAM AUDITS

Each school district providing educational programs during the summer is required to report summer program data, including types of instructional programs provided, staffing, and enrollment. School districts offering summer programs may be audited to verify information contained in the annual Summer School/Extended Year Report.

5.5 UNANNOUNCED AUDITS

Unannounced audits are conducted by MDE staff or MDE-trained auditors under contract with the MDE. A limited number of accreditation standards are audited, and depending on the size of the district, this audit may include only a sample review of schools.

5.6 OTHER STATE/FEDERAL PROGRAM AUDITS

When audits or evaluations of other state or federal programs reveal verified noncompliance with state or federal program regulations, the areas of noncompliance are filed with the Office of Accreditation and placed on the district's Accreditation Record.

5.7 ANALYSIS AND VERIFICATION OF ACCREDITATION INFORMATION

Accreditation staff in the MDE review annual personnel/accreditation information and other annual reports submitted by school districts. Staff will analyze and compare this information with any other accreditation data on record and notify responsible officials of any inconsistency in reporting or any apparent deficiency in meeting standards. Any information submitted by a school district may be verified through on-site visits. Upon request, the school district shall provide documentation necessary to validate compliance with accreditation requirements.

5.8 COMPILATION OF THE AUDIT REPORT

Procedures followed when reporting, interpreting, and responding to on-site audit findings are outlined in Policy 5.8.

5.8.1 A report of the on-site audit findings, including corrective actions with timelines, is compiled within forty-five (45) calendar days from the close of the audit. If additional time is needed for the compilation of the report, MDE will provide written notice of this timeline. The report, along with a cover letter stating the process standard(s) that the district failed to comply with will be mailed, e-mailed, or hand-delivered to the district. The cover letter will also provide MDE's recommendation to the CSA. Copies of the report shall be provided to the superintendent and the school board chair/president, and the CSA/SBE, if applicable.

5.8.2 If the MDE does not recommend any action (i.e., Probation, Withdrawal of Accreditation, or State of Emergency) be taken, the district shall respond to the site visit findings. The superintendent is given forty-five (45) calendar days from the day of receipt of the report, to respond in writing to any deficiency cited. The date the district's response is due in the Office of Accreditation is indicated in the report cover letter.

5.8.3 If the MDE's recommendation to the CSA is to downgrade the district's accreditation status to Probation, the MDE shall inform the superintendent and the school board of the district in writing that the district's accreditation status may be downgraded in accordance with Policy 2.5.1. Upon receipt of the notification from the MDE, the school board of a school district may request a hearing in accordance with Policy 6.0.

5.8.4 If the MDE's recommendation to the CSA is to withdraw the district's Accreditation, the MDE shall inform the superintendent and the school board of the district in writing that the district's accreditation status may be withdrawn in accordance with Policy 2.5.2. and Policy 6.0. The MDE's recommendation is only related to the withdrawal of the district's Accreditation status and not related to declaring a state of emergency.

5.8.5 If the MDE's recommendation to the CSA is to determine whether a state of emergency exists, then the MDE will follow the procedure prescribed in Policy 2.9.2.



Alcorn
State University

SCHOOL OF EDUCATION & PSYCHOLOGY

OFFICE OF STUDENT TEACHING & FIELD EXPERIENCE

FIELD EXPERIENCE TERMS OF AGREEMENT

Between

Alcorn State University

And

School District Name

Holmes Co. School District

**THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED PERSONNEL**



The terms of this annual agreement outline the policies and procedures relating to the Public School and Institution for field based academic programs administered by Alcorn State University as required by the state mandated Standards for the Approval of Teacher Education Programs in the Mississippi. This Student Teaching Internship Agreement ("Agreement") is between Holmes County Public School District ("District") and Alcorn State University ("Institution"). The parties as follows:

Full Name of Institutions: Alcorn State University

Department: Education and Psychology

Contact Name: LaShonda Catchings, Ph.D.

Address: 1000 ASU Drive

City, State, ZIP: Alcorn State, MS 39096

Telephone: 601-877-6549

Email: lcatchings@alcorn.edu

District Point of Contact: Dr. Shimelle Mayers

Department: Interim Asst. Superintendent

Address: 313 Olive Street

City, State, ZIP: Lexington, MS 39095

Telephone: (662) 854-3448

Email: smayers@holmesccsd.org

TERMS AND CONDITIONS

1. **Purpose of Agreement:** To provide Institution and university student teacher interns ("Intern") the opportunity for hands on teaching, learning, and practical classroom experience with a District teacher. The parties expect that Intern's classroom experience will provide direct teaching and learning skills as well as the in-class experience required for degree completion.
2. **Term and Termination.** Interns may be placed in District classrooms under this Agreement beginning July 1, 2021. Unless earlier terminated as provided below, this Agreement shall continue through June 30, 2022.
3. **Agreement Documents.** This Agreement consists of these Terms and Conditions and any documents ("Exhibits") listed below. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. If applicable, the Exhibits to this Agreement include the following documents:
4. **Intern Assignments.**

- a. The Intern is not an employee of the District during the Student Intern Placement Experience. District and Institution will be jointly responsible for assigning Interns, selecting the cooperating teachers, and planning the Intern's direct teaching experience.
 - b. District's school administrator or designee shall determine the number of Interns that District can accommodate. District may decline institution's request for placement if positions are not available.
 - c. District's school administrator or designee shall allocate all specific classroom assignment(s) in accordance with Institution guidelines for Intern placement.
 - d. In assigning Interns, the parties recognize that it may be desirable for Interns to work with more than one Cooperating Teacher. The school administrator or designee shall facilitate such arrangements to the extent possible.
 - e. Interns shall not be permitted to independently arrange any assignment(s) with the school administrator or Cooperating Teacher.
 - f. The parties agree to adhere to District's school calendar and abide by District's policies, regulations and procedures currently or hereafter adopted by the District.
 - g. Interns shall not bring any materials into the classroom without the express approval of the Cooperating Teacher.
 - h. The parties shall keep one another informed of changes in supervision, coordination, and/or expectations regarding the Student Teacher Intern Placement Experience.
5. **Cooperating Teachers.** The Office of Student Teaching & Field Experiences will collaborate with superintendents or District designees and school principals to select the Cooperating Teachers to work with undergraduate, student teacher interns and practicum students. Cooperating Teachers must be selected using the following criteria:
- a. Recommended by the principal, approved by the District Office and Director of Student Teaching & Field Experience.
 - b. Willingness to serve as a clinical for cooperating teacher.
 - c. Hold a valid Mississippi license in the appropriate subject and grade levels and have a full teaching day teaching schedule assigned in that certification area.
 - d. Three years of successful teaching experience in the appropriate subject and grade levels, with at least one year of teaching experience in the current school system of employment.
 - e. Must be a legal resident of the United States.

- f. Show evidence of a commitment to professional development by participation in one or more of the following activities: 1) involvement in professional organizations; 2) engaging in continuing education; 3) pursuit of advance degrees; 4) and a willingness to work with the School of Education & Psychology field experience activities.
 - g. Does not anticipate any extended absences or the assignment or additional responsibilities during the semester in which the intern is supervised.
 - h. Capable of using a variety of effective instructional procedures modeling good professional practice, time management skills, good communication, and interpersonal skills.
 - i. Effective mentoring and supervision skills.
 - j. Receive training in the state approved evaluative programs (Teacher Intern Assessment Instrument (TIAI) and Educator Professional Disposition Online Trainings). The Mississippi Educator Preparation Program Collaborative Committee designed online training modules to certify all individuals using the TIAI and rating interns. All of Institution's clinical and District Cooperating Teachers and University Supervisors and Interns must complete this training.
 - k. Willing to coordinate with the assistance of the University Supervisors, all intern course requirements, maintain appropriate records of intern experiences, and complete the appropriate intern and university evaluation instruments.
6. **Coordination and Planning.** Representatives of Institution and District shall meet as necessary to plan, evaluate, and modify the Teacher Education Program.
7. **Institution Duties. Institution shall:**
- a. Institution is responsible for the selection, testing, placement and grading Interns placed with District. Institution reserves the right to remove an Intern at any time or request a new placement when Institution deems necessary.
 - b. Adhere to District's school calendar and abide by District's policies, regulations and procedures currently or hereafter adopted by the District.
 - c. Provide to District's Administrator personal academic information for each Intern, including affiliation dates, sufficient copies of field experience guidelines, Institution handbook, and assessment forms for all Cooperating Teachers.
 - d. Institution shall determine the required number of hours of District experience for Interns at District. The selection of times, days and classes for Intern shall be made by the Intern in concurrence with appropriate District personnel and Intern's Director of Student Teaching and Field Experience from Institution.

- e. Offer the District's administrators, Cooperating Teachers and teacher's professional development training opportunities to earn continuing education units (CEUs) through the Alcorn State University and Sanford Inspire Grant Program.
- f. Collaborative Planning with the Districts.
- g. Data Sharing (Student Teachers Key Assessments Instruments & Cooperating Teachers Evaluations)

8. District Duties. District shall:

- a. Provide a cooperating, support staff, and facilities for Intern supervision.
- b. Reserve its right to interview and approve all Interns proposed for assignment in a District classroom, so far as that interview and approval process is consistent with District's non-discrimination policy.
- c. Ensure that Cooperating Teachers provide appropriate supervision to Interns and treat Interns as a professional who are expected to follow all District rules and regulations.
- d. Encourage Interns to participate in the availability of in-service education programs.
- e. Remove an Intern from the Placement for violating District rules and regulations or for such actions the District views as detrimental to the students in the classroom or contrary to District's best interest. Institution will be consulted before final action is taken.

9. Early Termination. This Agreement may be terminated as follows unless otherwise specified herein:

- a. Mutual: District and Institution may terminate this Agreement at any time by written agreement.
- b. District's Sole Discretion: District in its sole discretion may terminate the Agreement for any reason on 30 days' written notice to institution. However, when reasonable, Interns should be allowed to conclude their placement experience.
- c. Breach: Either party may terminate this Agreement in the event of breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this agreement at any time thereafter by giving a written notice of termination.

- d. Institution Licensing, etc.: District may terminate this Agreement immediately by written notice to Institution upon denial, suspension, revocation, or non-renewal of any license, permit, or certification that Institution must hold to provide services under this Agreement.

10. Work Performed on District Property.

- a. Identification: Where on District property, all Interns must carry photo identification and must present it to any District personnel upon request. If the Intern cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Interns.
- b. Sign-In Required: As required by schools and other District location, each day an Intern is present on District property, the Intern must sign into the location's main office to receive an in-school identification/visitor tag. Interns shall display this tag on their person at all times while on District property.
- c. No Smoking: All District properties are tobacco-free zones; Interns are prohibited from using any tobacco product on District property.
- d. No Drugs: All District properties are drug-free zones.
- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons and firearms-free zones; Interns are prohibited from possessing on their person or in their vehicles any weapons or firearms while on District property.
- f. Intern Notice: Institution is responsible for informing it Interns on these and all other conditions of this Agreement related to Intern performance and conduct.

- 11. Criminal Background Check.** Before their assignment begins at a District school or other site, all Interns placed by Institution under this Agreement shall submit to and pass a criminal background check (including fingerprints) as conducted and determined by Institution. Intern shall pay all fees assessed by Mississippi Department of Public Safety for processing the background check.

- 12. Reporting of Child Abuse Act.** Institution and Intern agree to comply with the Reporting of Child Abuse law as if they were mandatory abuse reporters. In so agreeing, Institution and Intern shall immediately report to the proper state and law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Further, Institution and Intern shall report to the school principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

- 13. Security.** Any disclosure of a District matter or removal of any District property by Institution or its Interns shall be the cause for immediate termination of this Agreement.

District hereby deems all information, documents, and property contained in or on District property privileged and confidential.

14. **Liability/Indemnification.** As public entities of the State of Mississippi, the liability of both the District and Institution is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or eliminating any defense available to the State under statute.
15. **Confidentiality: Family Education Rights and Privacy Act ("FERPA") prohibits the disclosure of student information.** Except in very specific circumstances, Institution and Intern shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students that Institution or Intern may learn or obtain in the course and scope of its performance of this Agreement. Any disclosure of confidential student information must comply with the disclosure laws of FERPA. Consistent with FERPA's requirements, personally identifiable information obtained by Institution or Intern in the performance of this Agreement must be used only for the purposes identified in the Agreement.
16. **Compliance with Applicable Law.** Institution and District shall comply with all federal, state, and local laws applicable to public contracts, to the work done under the Agreement, and with all regulations and administrative rules established pursuant to those laws.
17. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. The parties further agree not to discriminate in their employment in connection with this Agreement. The parties further agree not to discriminate in their employment or personnel policies.
18. **Insurance.** Interns are required to obtain professional liability insurance through either Mississippi Professional Educators (MPE) or Mississippi Association of Educators (MAE) during the term of their Intern Placement Experience.
19. **Notices.** All notices or demands of any kind required or desired to be given by District or Institution must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
20. **Entire Agreement.** When signed by both parties, this Agreement is their final and entire Agreement. As their final and entire expression, this Agreement supersedes all prior and

or contemporaneous oral or written proposals, statements, discussions, negotiations or other arrangements. The parties acknowledge that they have not been induced to enter into this Agreement by oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only in writing signed by the parties.

**I HAVE READ THIS AGREEMENT AND IT'S ATTACHED EXHIBITS, IF ANY.
I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO
THIS AGREEMENT ON BEHALF OF THE PARTY I REPRESENT AND
AGREE TO BE BOUND BY ITS TERMS.**

INSTITUTION

DISTRICT

Signature



Signature

Ontario Wooden, Ph.D., Provost & Sr. VPAA

Printed Name and Title



Printed Name and Title of Authorized
District Representative

Printed Name and Title of Authorized
District Representative

Date



Date

Signature

Felecia M. Nave, Ph.D., President

Printed Name and Title of Authorized
Institution Representative

Date



Innovating Mississippi's Preparation and Access to

Certified Teachers

Jackson State University

College of Education and Human Development

Agreement JACKSON STATE UNIVERSITY AND SCHOOL DISTRICTS

This Agreement (this "Agreement"), dated as of August 3, 2021 is made between Jackson State University, a Mississippi Institution of Higher Learning located at 1400 J. R. Lynch Street, Jackson, Mississippi 39217 ("JSU"), and Holmes County Consolidated School District.

WHEREAS, Jackson State University (JSU), as part of its mission, has pledged to support and assist students that attend JSU to obtain postsecondary degrees and certifications;

WHEREAS, to implement activities and achieve its objectives, the goals of this MOU include:

1. Assisting and encouraging deserving students to continue their pursuit of postsecondary education and certifications;
2. Providing assistance for postsecondary education and certification;
3. Producing highly qualified and certified teachers for the Holmes County Consolidated School District, et al.

WHEREAS, JSU provides affordable and open access to quality teaching and learning;

WHEREAS, JSU accepts students pursuant to university transfer programs, has an extensive curriculum, and an unending pursuit of excellence; and

WHEREAS, JSU and the School Districts each desire to enter into this MOU, whereby those School Districts will provide to students financial and administrative support, and JSU will provide to students the academic curriculum (including Praxis Workshops) for the benefits of furthering their education and attaining certification. Said students will be selected for participation in this program by the respective School Districts and JSU.

NOW THEREFORE, for and in consideration of the premises and of the mutual agreements of the parties set forth below, the parties hereby agree as follows:

ARTICLE 1. Statement of Intent

Jackson State University and the School Districts agree to joint and mutual efforts to facilitate opportunities that will increase the number of certified teachers for the partnering School Districts. JSU's College of Education and Human Development (COEHD) will provide the highest level of training to ensure rigor and quality. The selected student participants will demonstrate a commitment to the School Districts by availing themselves of all classes, trainings, professional development, and intensive teacher induction necessary to ensure teacher quality. The School Districts along with JSU's COEHD will oversee the matriculation of the student participants. The Professional Learning

Community will frequently utilize available data and meet to discuss the advancement of the project and its students.

ARTICLE 2. Overarching Goal

Jackson State University and the School Districts will implement intensive and intrusive strategies that result in the marked increase of the number of highly qualified and certified teachers in the target area School Districts.

ARTICLE 3. Project Objectives

The Parties seek to mutually pursue the overarching goal through the following project objects:

- JSU and the School Districts will utilize marketing and recruitment strategies that better inform the selection and matriculation processes for project candidates
- JSU and the School Districts will employ rigorous standards and criteria for admission to the project
- JSU will facilitate curricular experiences grounded in high levels of content and pedagogy
- JSU will facilitate intrusive advising and tutoring with innovative testing techniques
- JSU and the School Districts will facilitate the creation and utilization of professional learning communities
- JSU and the School Districts will facilitate a continuous improvement model that employs teacher induction
- JSU and the School Districts will fully utilize data informed decision-making processes

ARTICLE 4. JSU's responsibilities:

- JSU will offer flexible classes which may include morning, afternoon or night classes at a specified location, as well as

targeted professional development opportunities (e.g., Classroom Management, and Principles of Measurement)

- JSU will provide a team of professionals for Praxis Core/ACT preparation
- JSU will provide student participants structured guidance throughout the certification process

ARTICLE 5. The School Districts' responsibilities:

- The School Districts will provide a common location for classes and test training
- The School Districts will assume and **cover** the cost of a Praxis Core/ACT exam for the student participants
- The School Districts will provide resources associated with the Praxis Core/ACT i.e. paper, pencils, and pens
- The School Districts will book assistance for candidates in the Master of Arts in Teaching Program (MAT)

ARTICLE 6. Student Participant responsibilities:

- Each Student Participant will demonstrate a commitment to Project Impact as outlined in this MOU
- Each Student Participant will attend all required Praxis Core/ACT training sessions
- Each Student Participant will enroll in the Master of Arts in Teaching Program (MAT) pre-teaching courses (EDCI-556, EDFL-581)
- Each Student Participant will pay for Praxis Core/ACT exam if additional examinations are required after the first attempt
- Each Student Participant will pay the tuition for the 12 hours (Pre-Teaching and 1-year Internship)

- Each Student Participant will be obligated to teacher induction for a period of 3 years
- Each Student Participant will work for the respective school district for a period of 3 years following the completion of the program
- If the student participant does not meet his/her employment obligation under this MOU, said student participant must repay all funds provided on the student participant's behalf under this MOU

ARTICLE 7. Terms of Agreement:

This MOU is not intended to, and nothing contained within it will create any partnership, joint venture, or any other similar arrangement between the parties. Once approved by JSU and the respective School District, this agreement will be valid for the SY 2021-2022 after the date of signature. It may be amended at any time by mutual written agreement of the Parties. It can be extended by mutual consent of the parties. Either party may terminate this agreement by giving the other party at least one year's advance written notice of its intention to terminate in order to protect all student participants in the program.

This agreement will not create any rights in any third parties, specifically any student participant of the program. The only parties to this agreement are JSU and the School District. The parties do not warrant the individual performance or acts of any student participant in this educational program. JSU is a state supported educational entity and any liability claims will be handled under the Mississippi Tort Claims Act. (M.C.A. Sections 11-46-1 et seq.).

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to sign this Agreement in the space provided below. The parties have executed this Agreement effective as the date first written below.

Jackson State University

Holmes County Consolidated School District

By: _____
Print Name: _____
Date: _____

By: _____
Printed Name: _____
Date: _____



Louise Winters, President **District B**
Earsie Simpson, Vice-President **District C**
Rev. Anthony Anderson, Secretary **District A**
Elder William Dean, Jr., Member **District D**
Rayford Horton, Member **District E**

Benjamin G. Torrey, II, Interim Superintendent

Connecting for Success: Every Child, Every Classroom, Every Day

Meeting March 11, 2021 – Regular Board Meeting
Category Personnel
Subject Approval of MOU with Mississippi Valley State University
Type Action

DEPARTMENT:
Human Resources

RESPONSIBLE PERSON:
Benjamin G. Torrey, II

DESCRIPTION:

The Holmes County Consolidated School District seeks approval of a memorandum of understanding with Mississippi Valley State University Office of Field Experiences and Clinical Practice to allow 14 student teaching candidates the opportunity to participate in phase II of Student Teaching during the Spring 2021 semester.

The Spring 2021 Student Teaching Phase Two begins on Wednesday, March 17, 2021 and ends on Friday, May 21, 2021. As we work through the COVID19 pandemic, the Teacher Education Department is taking all pre-cautionary measures for the safety of all teacher candidates. It is further understood that Teacher Candidates will be experiencing a Virtual Student Teaching Experience for the safety of all parties involved, and it is during this time that they may not experience a traditional Student Teaching internship.

Funding Source: *N/A*

Total Cost: *N/A*

SUPERINTENDENT'S RECOMMENDATION:
Move to approve.



MISSISSIPPI STATE
UNIVERSITY™

Office of Clinical/Field-Based Instruction, Licensure, and Outreach

Box 9710
Mississippi State, MS 39762

Phone: 662-325-2206
Fax: 662-325-0615

April 9, 2021

Will Russell
P.O. Box 630
Lexington, MS 39095

Dear Mr. Russell,

We must maintain Memoranda of Understanding (MOU) with each organization with which we partner. Please find enclosed, an MOU for your consideration. If you find acceptable, please sign and return in the self-addressed stamped envelope that has been provided for your convenience.

We truly appreciate your continued support. Please let us know if there is ever anything that we can do to support your very important work.

If you have any questions or concerns regarding this matter, please contact me by phone at (662) 325-7684, or via email at dshea@colled.msstate.edu.

Sincerely,

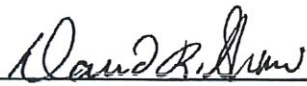
Donna Shea, PhD
Director/Certification Specialist

Enclosures

Memorandum of Understanding
for
Field Experience

It is hereby agreed Mississippi State University (MSU) and Holmes County Consolidated School District have established an agreement for the purpose and consideration outlined below. This agreement shall automatically renew for subsequent one year terms, not to exceed a period of five years, unless either party provides notice of its intent not to renew and/or amend the Agreement.

The above school district will provide directed teaching and other internship and practicum sites for undergraduates and graduate students enrolled in Mississippi State University School of Education. It is further agreed that the number and type of assignments needed and provided by the parties of this agreement shall be arranged at the time placements are requested. It is understood that the above school district is not obligated to provide all placements that may be requested. Specific descriptions of expectations for students and faculty and School Districts personnel are described in handbooks, which can be found at <https://www.taskstream.com/ts/ocfbi/Handbooks> which is hereby incorporated into this Agreement.



Provost & Executive Vice President, MSU

4/5/21

Date

Superintendent or his/her designee

Date

MSU agrees to abide by and comply with the screening requirements of State of MS Law.

Prior to placement requests being made, all students will be cleared through a certified background check vendor and MSU Office of Clinical-Field Based Instruction, Licensure & Outreach.

It is the expectation that both MSU and Holmes County Consolidated School District uphold MS Educator Code of Ethics regarding students' participation in the field.