

**MINA Charter School (MCS)**  
**3<sup>rd</sup> Party Agreements & Contracts**

**MCS** will have the ability and legal capacity to enter into agreements and contracts with 3<sup>rd</sup> party providers under the following:

1. The Board of Directors (Board) may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of **MCS**, and such authority may be general or confined to specific instances.
2. Specific requirements will be documented and suitable 3<sup>rd</sup> party providers will be identified via their prior experience, specific capabilities, and recommendations.
3. An official bidding process will be followed. A minimum of three (3) qualified providers will be contacted and requested to respond to a “Request For Proposal” (RFP).
  - a. The RFP will require responders to submit in writing details about their capabilities, their experience, accreditation, insurance, time frame for completion, itemized costs for these services or products, and references.
  - b. These bids will be reviewed and approved by the Board or by the Lead Administrator (if authorized by the Board).
4. Selection of provider of Audit Services will require additional review to ensure adequate checks and balances. To avoid conflicts of interest and maintain appropriate segregation of duties, providers of accounting services and audit services will be separate and unaffiliated entities.

5. No contract or agreement shall exceed three (3) years in duration and the Board will review all current contracts annually.
6. **MCS** acknowledges it is without authority to extend the faith and credit of the North Carolina School Board of Education (SBE) to a third party. **MCS** shall clearly indicate to vendor or other entities and individuals that the obligations of **MCS** under agreement or contract are solely the responsibility of **MCS** and not the responsibility of the SBE.
7. All Contracts will have the following language included per G.S. 115c-218.105(b).

“No indebtedness of any kind shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.”
8. It is the policy of MCS to grant authority to sign contract and grant agreements to the Lead Administrator for activities that have been approved by the Board of Directors as part of the annual approved budget. The Board must authorize any contracts outside these parameters. All contracts with financial value greater than \$5,000 require Board approval.

**Adopted & Approved by MCS: 11/30/2018**

**Revised & Approved by MCS: 03/02/2020**