

OFFICE OF INSTRUCTIONAL ENHANCEMENT AND INTERNAL OPERATIONS

Summary of State Board of Education Agenda Items

Consent Agenda

April 18-19, 2013

OFFICE OF CAREER AND TECHNICAL EDUCATION

- E. Approval of joint agreement between the DeSoto County Board of Education, the Board of Alderman for the City of Olive Branch, and the DeSoto County Board of Supervisors for the operation and maintenance of the DeSoto County School District Career Technology Center East (Tech Center)

Section 37-31-73 of the Mississippi Code Annotated requires local educational agencies to request State Board of Education (SBE) approval of joint agreements and any subsequent modification of agreements for the construction or operation of regional vocational education centers. Agencies must follow modification guidelines as specified in the *Manual for the Construction, Utilization, and Management of Vocational and Technical Education Training Facilities* (Vocational Construction Manual).

The Office of Career and Technical Education (OCTE) has reviewed the request submitted by the DeSoto County Board of Education, the Board of Alderman for the City of Olive Branch, and the DeSoto County Board of Supervisors for the DeSoto County School District Career Technology Center East (Tech Center) and recommends approval by the SBE.

Recommendation: Approval

Backup material attached.

APPROVED ON

JAN 22 2013

BY

DESOTO COUNTY
BOARD OF EDUCATION

REGIONAL EDUCATION CENTER AGREEMENT
FOR OPERATION AND MAINTENANCE OF THE
DESOTO COUNTY SCHOOL DISTRICT CAREER TECHNICAL CENTER

THIS AGREEMENT is entered into by and between the DeSoto County School District (DCSD), the City of Olive Branch, Mississippi (City), and the Board of Supervisors of DeSoto County (County); (collectively referred to as the "Parties"), pursuant to Miss Code Ann. Sections 37-31-71 to 37-31-79; and subject to the approval of the Mississippi Board of Education, the approval of the DeSoto County Board of Education, the approval of the Board of Alderman for the City of Olive Branch, and the approval of the DeSoto County Board of Supervisors, in accordance with the terms and conditions set forth below as it pertains to the operation and maintenance of the Regional Education Center, also known as the DeSoto County School District Career Technology Center East (Tech Center), located at 8890 Deerfield, Olive Branch, MS 38654. This Agreement, or any subsequent modification, shall be spread at large upon the minutes of the Parties after having been duly adopted by the governing authorities of each party.

WHEREAS the City and County are authorized by law to expend funds in furtherance of economic development, including participating in a Regional Education Center Agreement;

WHEREAS, the Parties hereto agree that the DCSD will serve as Fiscal Agent for the Tech Center;

WHEREAS, the Parties hereto are of the opinion that entering into this Agreement will promote local economic development, is consistent with the objectives of Miss. Code Ann. §37-31-71 et seq, and is in the best interest of the citizens of DeSoto County; and



WHEREAS, the Parties are desirous of entering into this Agreement to outline the responsibilities and expectations of each party.

NOW, THEREFORE, in consideration of the mutual covenants, Agreements, and conditions hereinafter set forth, the Parties agree as follows:

The Parties to this Agreement shall comply with all applicable laws, regulations, guidelines, orders and statutes of federal, state, county or municipal authorities, which shall impose any legal obligation or legal duty with respect to this Agreement.

This Agreement is controlled by the laws of the State of Mississippi and rules pursuant thereto and as they may be amended from time to time.

The parties further agree that this Agreement and the relationship of the parties is not one of agency, partnership or joint venture and nothing in the performance of this Agreement by one party shall impose any liability for claims against any other party other than claims for which liability may be imposed by the laws of the State of Mississippi.

1. TERM

- a. The original term of this Agreement will be for a period commencing on January 1, 2013 and terminating on December 31, 2017 (the "Original Term") unless sooner terminated in accordance with the terms and conditions of this Agreement. Following the conclusion of the Original Term, 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 the Agreement. The automatic renewal provision is a continuing one and will apply at the expiration of the Original Term and the expiration of each



subsequent renewal term. In the event this Agreement extends beyond the then existing term of the majority of the membership of the governing authority for any of the Parties, it will be deemed to be binding upon the successor governing authority unless, by majority vote, the incoming governing authority terminates the same.

- b. During the Original Term this Agreement may only be terminated in the event a party defaults in the performance or observance of any material term, covenant, condition or provision of this Agreement, and such default is of the kind which is curable or remediable, and such default continues for a period of thirty (30) days after service of written notice of default, or if the default cannot reasonably be cured within thirty (30) days then upon such period of time as is reasonably necessary to cure and remedy such default, but not to exceed sixty (60) days, taking into account unavoidable delays complete such action required to cure and remedy the default in question; thereafter any non defaulting party shall have the right to terminate the Agreement upon giving the Parties notice of intention to terminate the Agreement. All rights of the defaulting party shall, upon the effective date of such termination specified in the notice, (which shall be not less than ten (10) days after the giving of such notice), end as fully and completely as if that were the date herein fixed for the expiration of the term. Upon conclusion of the Original Term this Agreement may be



terminated by any party, at its convenience, upon ninety (90) days written notice provided to the other Parties.

2. STUDENT PRIVACY

The Parties hereto agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, ("FERPA"), and the policies of DCSD related to privacy of student educational records.

3. RESPONSIBILITIES OF COUNTY AND CITY:

The obligations and responsibilities of the County and City are strictly limited to contributing funding as set forth herein. No provision shall be construed or interpreted to imply that the County and City have any oversight, participation or control over the operations and management of the Tech Center.

4. RESPONSIBILITIES OF DCSD

a. The DCSD shall serve as Fiscal Agent for the Tech Center. The fiscal agent shall have all powers herein designated by the Parties to the Agreement, except for the power to request or require the levy of taxes or the power to issue or require the issuance of any bonds, notes or other evidences of indebtedness, or to call for an election on the question of the issuance of any bonds, notes or other evidences of indebtedness.

b. The DCSD shall provide, operate and maintain the Tech Center at 8890 Deerfield, Olive Branch MS, 38654, or such other DCSD property as the Parties mutually agree.

c. The DCSD shall provide parking and such other related areas as are necessary for the operation and maintenance of the Tech Center.



- d. The DCSD shall make maximum utilization of cooperative arrangements with state and local educational and vocational agencies in providing career and technical education to students.
- e. Perform all accounting functions for the Tech Center in a timely manner. Accounting functions may include but are not limited to issuing purchase orders, paying invoices, writing checks and monitoring proper expenditures of funds.
- f. Prepare and submit all required financial reports to the Mississippi Department of Education, as required.
- g. All business and fiscal matters shall be conducted in accordance with the policies and procedures of the fiscal agent, DCSD.
- h. DCSD will consult in good faith with the DeSoto County Economic Development District, County and City to identify and assist in meeting the DeSoto County business and industry work force needs and establish related education programs and curriculum to meet the identified needs.
- i. DCSD shall be responsible for the transportation of students to and from the Tech Center.
- j. The basis upon which students are to be admitted to the Tech Center shall be barrier-free, in accordance with applicable State and Federal law.
- k. DCSD agrees to provide equal access to qualified career and technical education students of all approved regional career and technical education programs within the region in accordance with the formula for



participation agreed upon between the Parties of this Agreement, and approved by Mississippi Department of Education.

l. DCSD, in cooperation with the City and the County, shall plan, develop, operate, maintain, and evaluate the educational program and facilities of the Tech Center.

m. DCSD agrees to develop mutually acceptable school calendars and class schedules annually that permit eligible students full access to all career and technical education programs.

n. DCSD agrees to provide career and technical education facilities and programs for students with special needs, including students who are handicapped and disadvantaged, in accordance with the identified needs of the DCSD. Additional costs for students requiring special program modifications and/or services as a result of the IEP shall be the responsibility of the DCSD.

o. DCSD shall make maximum utilization of cooperative arrangements with state and local special education and vocational rehabilitation agencies in providing career and technical education for disadvantaged and handicapped persons.

p. Career and technical education opportunities for adults, out-of-school youth, including "drop-outs" and others, will be provided by the DCSD whenever possible, with costs shared by the participants and/or the DCSD.



q. DCSD shall provide career guidance services at the Tech Center for regional students and coordination of such activities throughout the region.

r. DCSD agrees to permit the guidance and career and technical education staff of the DCSD to provide all students with information concerning career and technical education programs offered at the Tech Center and to encourage student participation in the program.

5. FINANCIAL CONTRIBUTIONS OF THE COUNTY AND CITY.

The County agrees to contribute \$50,000.00 per year to the DCSD for the operation and maintenance of the Tech Center, for a period of three years, payable as follows: 1st payment date: March 20, 2013, 2nd payment date: March 20, 2014; 3rd payment date: March 20, 2015.

The City agrees to contribute \$50,000.00 per year to the DCSD for the operation and maintenance of the Tech Center, for a period of three years, payable as follows: 1st payment date: March 20, 2013, 2nd payment date: March 20, 2014; 3rd payment date: March 20, 2015.

If this Agreement shall terminate during the Original Term on any day other than the first day of January of any year, then the financial contributions due from the County and the City shall be prorated for that year, calculated based upon the number of days the agreement was in force and effect for the year of termination. In the event that at the time of termination the City or the County have paid to the DCSD the financial contribution due for the year the termination occurs, then any unused portions of funding, as determined by prorating, shall be returned by the DCSD to the County and/or the City, respectively, within sixty (60) days.



At any time it becomes reasonably certain that funding for the performance of this Agreement by any party will be terminated, unavailable, or significantly impaired, any other party to this Agreement may terminate this Agreement by providing ninety (90) days written notice to the Parties.

6. ADDITIONAL PROVISIONS.

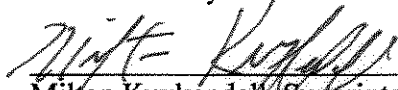
a. The Tech Center shall remain the property of the DCSD.

b. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of the remainder of this Agreement to persons or circumstances other than those to whom or to which it is held invalid, shall not be affected thereby.

c. No oral order, agreement, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained herein, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, approved by all Parties.


SIGNED and AGREED to, this the 22 day of January, 2013.

DeSoto County School District


Milton Kuykendall, Superintendent

SIGNED and AGREED to, this the 18th day of March, 2013.

City of Olive Branch, Mississippi


Sam Rikard, Mayor



SIGNED and AGREED to, this the 4th day of March, 2013.

DeSoto County Board of Supervisors



Mark Gardner, President of the
Board of Supervisors

APPROVED by the Mississippi Department of Education this the ___ day of _____, 2013.

Mississippi Department of Education

(Name and Title)

