

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
June 15, 2023

MISSISSIPPI SCHOOL OF THE ARTS

- E. Approval of the 2023-2024 Mississippi School of the Arts and Brookhaven School District Memorandum of Agreement

Executive Summary

The document contains the 2023-2024 Memorandum of Agreement between the Mississippi School of the Arts and the Brookhaven School District to offer graduation course requirements, extracurricular activities, and special education services for students. Calculation is made by the Mississippi Department of Education based upon the anticipated MAEP allocation for the fiscal year.

Recommendation: Approval

Back-up material attached

MEMORANDUM OF AGREEMENT

This AGREEMENT is made and entered into by and between the State Board of Education (“SBE” or “State”) and the Board of Trustees of the Brookhaven School District (“BSD”).

WHEREAS, SBE is the governing board of the Mississippi School of the Arts (“MSA”) and is charged with the opening and operating of the MSA;

WHEREAS, SBE is authorized to develop and issue necessary regulations for coordination of courses for these students, the transfer of grades and attendance, and the reimbursement of any costs incurred by the BSD for providing such services; and,

WHEREAS, BSD is fully authorized to offer courses to students attending the MSA;

THEREFORE, for and in consideration of the foregoing premises and mutual promises and covenants below, the parties agree as follows:

I. AUTHORITY AND STATUTORY PROVISIONS

- A. Statutory authority for the parties hereto to discharge the obligations and responsibilities of this Agreement is Miss. Code Ann. §§ 37-140-1, *et. seq.*; and,
- B. This Agreement does not nor shall it be construed to establish any separate additional legal entity, governmental or otherwise. Provisions for the duration, effective date, purpose, financing and staffing, or disbursing of funds and any methods of the termination of the Agreement are set forth hereafter.

II. EFFECTIVE DATE

This Agreement shall become effective upon execution of this Agreement by both parties and shall remain effective until June 30, 2024. Upon mutual written agreement of the parties, this Agreement may be renewed annually prior to the date of expiration of the Agreement.

III. PURPOSE

The purpose of this Agreement is to provide academic courses for graduation and extracurricular activities to the students attending the MSA, and to outline the terms and conditions of the parties herein in their attempt to achieve the purpose.

IV. TERMS AND CONDITIONS

- A. The MSA will set its instructional school year calendar to parallel the BSD calendar to align academic programming. To facilitate planning and coordination, the BSD will provide a copy of each school year calendar to the MSA administration within two (2) weeks of its approval or as soon as practical by the BSD Board of Trustees each spring.
- B. BSD will provide a list of Brookhaven High School (“BHS”) course offerings for the upcoming school year in a timely manner to the administration of the MSA for course selection by MSA students who may attend BHS in the upcoming school year.
- C. The MSA will provide student numbers and senior class course requests for the upcoming school year to the Principal of BHS no later than July 15 of each year in order that the MSA students can be scheduled in a timely manner for the upcoming year. New incoming junior class requests and student numbers for the upcoming school year will be provided by MSA to the principal of BHS by the end of June of each year.
- D. BSD will provide teachers, instructional materials (including textbooks), and physical facilities for the teaching of courses selected by MSA students. Should BSD lack the capacity to provide any of such resources, BSD shall immediately notify MSA of the same.
- E. BSD will provide special education and related services during the regular academic school day at BHS and during applicable BSD extracurricular activities to students with disabilities enrolled at MSA who are eligible for services under the Individuals with Disabilities Education Act of 2004 (IDEA). BSD shall be the home school district for students enrolled in MSA and will, therefore, receive the average daily attendance (ADA) and Part B IDEA funding for those students receiving special education services. Cost incurred beyond the state and federal funding received by BSD will be funded by MSA. A free, appropriate public education (FAPE) will be provided by BSD to students with disabilities in accordance with the rules and regulations adopted by the State Board of Education.
- F. BSD will provide the provision of regular or special education and related aids and services that (i) are designed to meet individual educational needs of handicapped persons as adequately as the needs of non-handicapped persons are met and (ii) are based upon adherence to procedures that satisfy the requirements of 34 C.F.R. §§ 104.34, 104.35, and 104.36 for students enrolled at MSA who are eligible for services under Section 504. A free, appropriate public education (FAPE) will be provided by BSD to MSA students eligible under Section 504 enrolled at BSD.

- G. BSD shall not set any IDEA or Section 504 Plan meetings for students enrolled at MSA who receive services from BSD under IDEA or Section 504 without coordinating with MSA and ensuring all pertinent MSA staff are available to attend.
- H. Students enrolled at MSA who receive services from BSD under IDEA or Section 504 shall graduate from MSA. The transcripts for MSA students who receive services from BSD under IDEA or Section 504 shall be shared between BSD and MSA.
- I. BSD shall allow MSA staff to attend any and all in district staff training regarding IDEA or Section 504 compliance. MSA shall pay for any additional costs incurred by BSD for allowing MSA staff to attend staff training.
- J. MSA will pay unto BSD the equivalent of one-half (1/2) the amount the BSD expended per student above the amount the BSD receives per pupil under the Mississippi Adequate Education Program (MAEP) for high school students FY23. For the purpose of this calculation, the cost data used is the same data used to calculate the FY23 MAEP base allocation. This amount equals \$529.69 per MSA student enrolled for academic courses for the entire year. Enrollment will be defined as the period of time a student from the MSA is attending classes at BHS. Because some students may not be enrolled in courses at BHS, MSA will pay the aforesaid sum on or before May 1, 2024 for students enrolled during the spring semester. If an MSA student withdraws before the end of a semester, MSA will pay a pro rata share based on the actual percent of the year the student completed prior to withdrawal. If a student is only enrolled for one semester, MSA will pay a pro rata share based on the actual percent of the year the student attended.
- K. MSA students will comply with the policies, rules, and regulations of BSD and BHS. MSA does hereby agree to comply with and support any disciplinary action as found in the policies, rules, and regulations of BSD that is taken against MSA students by BSD.
- L. MSA students who are enrolled in at least one class during a semester at BHS during the school year may participate in any BHS extracurricular activities or clubs for which they are qualified under BSD's policies and procedures and in which they have an interest and their MSA instructional and programming schedules will allow. In so doing, MSA students shall be subject to all BSD policies, rules, and regulations pertaining to that activity or club.
- M. BSD will provide MSA the use of school buses for transportation of MSA students between MSA and BSD and for participation in BSD school activities when applicable. BSD will charge a fee for the mileage and compensation for the driver.

- N. BSD may provide MSA the capability to do automatic background checks for employment and visitors at MSA. BSD will charge a fee for the cost for the report.
- O. MSA and BSD shall maintain confidentiality of and restrict the release or discharge of all education records as required under FERPA, IDEA, and other state and federal laws and regulations.

V. SPECIAL CLAUSES

A. **MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if Federal and/or State revisions of any applicable laws or regulations make changes in this Agreement necessary.

B. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision and to this end, the provisions hereof are severable. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

C. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the State to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to the BSD, to terminate this Agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

D. **TERMINATION**

This Agreement may be terminated as follows:

1. By mutual agreement of the parties at any time; or,
2. At the end of the term; or,

3. By default of either party hereto so long as the defaulting party is given written notice of the purported default and given a thirty (30) day period in which to remedy the default.

IN WITNESS WHEREOF, the parties have executed the above and foregoing **AGREEMENT** on the day and year that the **AGREEMENT** has been approved by each party above mentioned.

WITNESS OUR SIGNATURES on this the _____ day of _____ 2023.

STATE BOARD OF EDUCATION

By: _____
Chairman, State Board of Education

ATTEST:

Mr. Mike Kent, Secretary
State Board of Education

WITNESS OUR SIGNATURES on this the _____ day of _____, 2023.

BROOKHAVEN SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:
