

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
June 17, 2021

OFFICE OF PROFESSIONAL DEVELOPMENT
Mississippi School of the Arts

- D. Approval of a Memorandum of Understanding between Mississippi School of the Arts and Copiah-Lincoln Community College related to the planning for and use of a performing arts center

Executive Summary

This partnership between the Mississippi School of the Arts (MSA) and the Copiah-Lincoln Community College will create a facility on the campus of the college. MSA will partner to fundraise and assist with facility planning and will use the facility each year.

Recommendation: Approval

Back-up material attached

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI SCHOOL OF THE ARTS
AND
COPIAH-LINCOLN COMMUNITY COLLEGE**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on this the ____ day of _____, 20__, between Mississippi School of the Arts ("MSA") and Copiah-Lincoln Community College ("Co-Lin" or "college").

1. Purpose

Co-Lin and MSA recognize the benefits in having clearly defined responsibilities as it relates to the Educational, Performing Arts, and Athletic Center (EPAAC) located on the Wesson Campus of Co-Lin. This MOU will outline responsibilities and expectations for EPAAC facility usage.

2. College Responsibilities

Co-Lin will provide access to the performing arts portion of EPAAC for eight weeks each school year to MSA for school performances to be scheduled and mutually agreed upon by both entities in May each year for the upcoming school year calendar. Joint events receipts will be mutually agreed upon prior to each performance activity. The college will have the sole authority and responsibility as to the design and specifications of EPAAC. The college is responsible for management, facility upkeep, maintenance, and custodial services. The college will provide security for EPAAC performances.

3. MSA Responsibilities

MSA will assist in facility planning and fundraising efforts for EPAAC. MSA will partner with Co-Lin for co-hosting performances or events. MSA will pay a minimal cleaning fee for each use. MSA will keep all profit from school performance receipts. Joint events receipts will be mutually agreed upon prior to each performance activity. MSA will provide management and technical support for each of its performances, with guidance/training from Co-Lin's facility professionals prior to use as needed.

4. Modification or Amendment

This MOU shall not be modified, altered or changed except by mutual consent of the parties. Any modification or amendment shall be made in writing, clearly stating the changes being affected and shall be duly executed by an authorized representative of each party. This MOU shall be in effect until changes are needed and mutually agreed upon.

5. Notice

Any notice required or permitted to be given under this MOU shall be in writing and sent by Certified Mail, Return Receipt Requested, to the party to whom notice should be given at the address set forth below:

Co-Lin: Dr. Jane Hulon Sims
President
Copiah-Lincoln Community College
P.O. Box 457
Wesson, MS 39191

MSA: Dr. Suzanne Hirsch
Executive Director
Mississippi School of the Arts
308 W Cherokee St
Brookhaven, MS 39601

6. Entire Agreement

This MOU constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede and replace any and all prior negotiations, understandings, and agreements, whether written or oral, between the parties hereto.

APPROVED:

Jane Hulon Sims, Ph.D.
President
Copiah-Lincoln Community College

Date

Suzanne Hirsch, Ed.D.
Executive Director
Mississippi School of the Arts

Date