

**OFFICE OF INSTRUCTIONAL ENHANCEMENT AND INTERNAL OPERATIONS**  
**Summary of State Board of Education Agenda Items**  
**October 20-21, 2011**

**OFFICE OF CAREER AND TECHNICAL EDUCATION**

B. Approval of modification of joint agreement between the Lafayette County School District and the Oxford School District for the operation and maintenance of the Oxford/Lafayette County School of Applied Technology

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 modification request submitted by the Lafayette County School District and the Oxford School District for the Oxford/Lafayette County School of Applied Technology (SAT) center and recommends approval by the SBE.

The proposed modifications to the Oxford/Lafayette agreement dated September 24, 2010, are as follows:

- In paragraph 2, the SAT Board will be responsible for the improvement and oversight to the SAT physical plant. Previously the responsibilities were for improvement and changes to the SAT physical plant.
- In paragraph 3, the following language was removed: "The Chair shall be a non-voting member of the SAT Board unless there is a tie vote. In such event, the Chair shall vote to break the tie."
- In paragraph 4, as the fiscal agent, the Lafayette County School District will submit financial reports to the SAT Board. The parties agree that the maintenance and operation costs of the SAT shall be paid on an equal basis between the parties except as otherwise provided in the Agreement. The SAT Board will assess Oxford and Lafayette \$5,000 each to pay the Lafayette County Superintendent \$10,000.00 annually for the additional duties and responsibilities associated with the SAT. In the previous agreement, financial reports were provided as the Board requested, but at least as often as quarterly, and the SAT Board paid the Lafayette County Superintendent \$10,000.00 annually, prorated on a monthly basis.

Recommendation: Approval

Backup material attached

**AGREEMENT FOR OPERATION AND MAINTENANCE OF THE  
OXFORD\LAFFAYETTE SCHOOL OF APPLIED TECHNOLOGY**

THIS AGREEMENT is entered into by and between the Lafayette County School District (Lafayette) and the Oxford Municipal Separate School District (Oxford) pursuant to Miss. Code Ann. § 37-31-71 to 37-31-79, subject to the approval of the State Board of Education and in accordance with the terms and conditions ~~set forth below as it pertains~~ to the operation and maintenance of the Oxford\Lafayette County School of Applied Technology (SAT). It is mutually agreed between the Parties as follows, to-wit:

1.

The parties hereby create a Board (SAT Board) that will be responsible for the development and oversight of the SAT curriculum and the improvement and oversight of the SAT physical plant. The SAT Board shall consist of six (6) members, three to be selected from the Oxford School Board and three to be selected from the Lafayette School Board. The member's term on the SAT Board shall run concurrently with their respective School Board term. The Chairman of the SAT Board shall be selected from either a member from the Oxford or Lafayette School Board and rotated each year so that Chairman is a member from the other school the following year. The full SAT Board shall vote for the Chairman each year and the selection of the Chairman shall continue in this sequence throughout the term of this agreement. In the event that a member of the SAT Board ceases to be a member of his respective School Board for any reason, then the term of the member on the SAT Board shall expire simultaneously as the member's term on their respective School Board.

The SAT Board created under this agreement shall hold meetings at a time and place designated by the SAT Board, and special meetings may also be held by the SAT Board at a time and place designated by the SAT Board. Members of the SAT Board shall be compensated in accordance with the provisions of Miss. Code Ann. § 37-3-4 (b) (Rev. 2007). Four members of the SAT Board

shall constitute a quorum at any regular or special meeting, provided that a least two members from each School Board are in attendance.

2.

The parties hereby agree that the Lafayette County School District shall be responsible for the supervisory and administrative oversight of operations, maintenance and personnel of the SAT and shall serve as its fiscal agent. As the fiscal agent, the Lafayette County School District will submit financial reports to the SAT Board. The parties hereby agree that the maintenance and operation costs of the SAT shall be paid on an equal basis between the parties except as otherwise provided in this Agreement. The SAT Board will assess Oxford and Lafayette \$5,000 each to pay the Lafayette County Superintendent \$10,000.00 annually for the additional duties and responsibilities associated with the SAT.

3.

Each school year, the SAT Board shall determine the student capacity of the SAT, which capacity shall be divided on an equal basis between Oxford and Lafayette students. If either school does not meet its allotted capacity, then the other school shall be allowed to utilize the unused portion of the pre-determined student capacity with its students if the school so desires.

4.

This agreement shall be effective on the date the agreement is approved by the State Board of Education and shall expire on June 30<sup>th</sup>, 2012. If the parties desire to renew the agreement, each party shall give written notice of its intent to exercise its option to renew the agreement sixty (60) days before expiration of the initial term of the agreement.

5.

Without approval of the other, Oxford or Lafayette has the option to terminate this agreement at any time after giving written notice sixty (60) days before exercising the option to terminate the

agreement.

6.

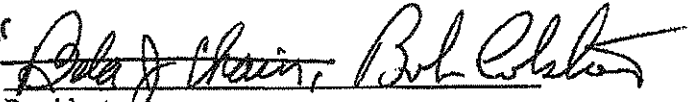
This agreement shall supersede any prior agreements entered into by and between Oxford and Lafayette as it pertains to the construction, operation and maintenance of the SAT.

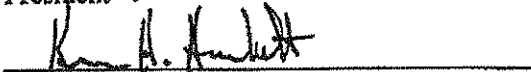
7.

This agreement is effective subject to the approval of the State Board of Education.

SIGNED and AGREED to, this the 1<sup>ST</sup> day of September, 2011.

LAFAYETTE COUNTY SCHOOL DISTRICT


*error*   
President

  
Secretary

SIGNED and AGREED to, this the 29<sup>th</sup> day of August, 2011.

OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT

  
President

  
Secretary