

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
September 23, 2021

MISSISSIPPI SCHOOLS FOR THE DEAF AND THE BLIND

C. Approval of Interlocal Agreement between the Mississippi Schools for the Deaf and the Blind, Jackson Public School District, and the MDE

Background: To establish a partnership between the Mississippi Schools for the Deaf and the Blind (MSDB), Jackson Public School District (JPSD), and MDE providing assessments, additional services, and educational opportunities to visually impaired, deaf/hard of hearing, or deaf-blind students enrolled in either the MSDB or the JPSD.

Background and Purpose: MSDB is proposing this partnership to provide an academically energizing environment where students can earn additional high school credits, have access to other available diploma options, and MSDB and JPSD can collaborate to provide needed assessments not readily available at either school/school district.

Recommendation: Approval

Back-up material attached

**Interlocal Agreement
Between the Mississippi Schools for the Deaf and the Blind,
Jackson Public School District, and the Mississippi Department of Education, for the
Establishment of a Local Educational Agency Program Partnership**

The Mississippi Schools for the Deaf and the Blind (hereafter, “MSDB”), by and through its governing authority, the Jackson Public School District (hereafter, “JPSD”), by and through its governing authority, and the Mississippi Department of Education (hereafter, “MDE”), by and through its governing authority, do agree as follows:

1. Authority

This Agreement is made and entered into by MSDB, JPSD, and MDE, under general provisions of Miss. Code Ann. §§ 17-13-1 through 17-13-13, Miss. Code Ann. §§ 37-1-2 through 37-1-5, §37-7-301 and 37-7-301.1., and §§ 43-5-1 and 43-5-5.

2. Purpose

The purpose of this agreement is to establish a partnership between the MSDB, JPSD, and MDE in providing assessments, additional services, and educational opportunities to visually impaired, deaf/hard of hearing, or deaf-blind students enrolled in either the MSDB or the JPSD. The mission of this partnership is to provide an academically energizing environment where students can earn additional high school credits, have access to other available diploma options, and MSDB and JPSD can collaborate to provide needed assessments not readily available at either school/school district.

Additionally, this partnership ensures compliance with the curriculum required by the State Board of Education, as well as Miss. Code Ann. §§ 43-5-15 and 43-5-15, and Process Standard 17.3 (Career Technical Education), and Standard 26 (High School Curriculum) found in Miss. Admin. Code 7-24: *Mississippi Public School Accountability Standards 2020*, which covers the scope of education and curriculum required in public schools.

3. Effective Date

This Agreement shall become effective when approved by the governing boards of the MSDB, JPSD, and MDE, and the Office of the Attorney General, as required by Miss. Code Ann. § 17-13-1.

4. General

- a. MSDB shall be the lead education partner for implementation of the partnership agreement between the two entities with oversight and technical assistance provided by the MDE. MSDB shall submit an annual operating plan to the JPSD and the MDE by July 1 each year relative to program needs for the upcoming school year.

- b. MSDB will maintain enrollment of all students attending classes within JPSD through MSIS that are required to meet state requirements for high school graduation with a standard diploma.
- c. JPSD will maintain enrollment of JPSD students utilizing any services at the MSDB through MSIS.
- d. MSDB students enrolled in JPSD classes shall take all assessments required by state law and State Board of Education policies. All assessments, including those required by law and State Board Policies, shall be administered at the MSDB. Accountability results, including subject area test scores earned and graduation rate, shall be included in the performance results for the student's district of residence. *See Miss. Admin. Code 7-4: Business Rule 23.2.2 of the Mississippi Public School Accountability Standards, 2020.*
- e. JPSD shall collaborate with MSDB in requesting any needed optometric (low vision evaluations), audiological, vision/hearing related instructional services, and technology.

5. Governance

- a. The MSDB and the JPSD will each serve as its own fiscal agent in implementing and managing this partnership agreement.
- b. Under this agreement, all students participating in the partnership, beginning in 2021-2022, shall continue to be considered students of MSDB or students of JPSD, unless students transfer back to their district of residence (applicable only to MSDB students).
- c. By June 30 of each calendar year, the MSDB shall submit a report to the MDE on the operation, success, and achievement of the partnership agreement.

6. Funding

- a. MSDB and JPSD shall each provide fiscal management of their responsibility for the partnership relative to students enrolled in their respective schools/districts. Individuals with Disabilities Education Act (IDEA) funding shall be maintained to ensure that all students receive a Free Appropriate Public Education (FAPE) leading toward post-secondary or post-adult outcomes, inclusive of appropriate related services and accommodations/modifications.
- b. Any fixed assets purchased with funds provided exclusively for MSDB or JPSD shall be maintained in a manner consistent with fixed asset practices and rules established for all public schools and those established in policy by the MSDB or the JPSD. Each school shall maintain its fixed asset records of items purchased for student use.

7. MSDB and JPSD Agreements and Responsibilities:

- a. While in either MSDB or JPSD facilities, on the MSDB or JPSD property, or in the MSDB's or JPSD's classes, the students, faculty, and staff shall comply with all state and local laws, and applicable school regulations and policies. Failure to follow these proscriptions may subject the individual to the disciplinary procedures of MSDB or

JPSD. Students shall adhere to the MSDB or JPSD code of conduct. If any violation is severe enough for student to be removed from either campus, then the MSDB or JPSD shall follow necessary due process procedures and make a recommendation for placement in the appropriate educational setting.

- b. MSDB and JPSD will provide sufficient classroom and related space for high school academic programs and related services. These academic programs and related services may include, but are not limited to the following:
 - i. Credit Courses – Spanish, Advance Placement, Upper-Level Math and Science, Technology, and other courses agreed upon by both entities
 - ii. Assessment – Optometric (vision screening/evaluations), Audiological Services, Assistive Technology Evaluations for the Visually Impaired, Orientation and Mobility Evaluations, other Visually or Deaf/Hard of Hearing Assessments
 - iii. Related Services – Orientation and Mobility Instruction, Braille Instruction, Assistive Technology Training, etc.
 - iv. Career and Technical Education classes based on need and enrollment availability

Limited and controlled access to the MSDB or JPSD library and cafeteria services will also be provided as needed. Access to residence halls, or any other space deemed by the MSDB to be unsuitable for the students benefiting from this partnership, is strictly prohibited.

- c. MSDB and JPSD shall each provide a contact person to serve as the liaison for implementation of the partnership to include: student activities, course scheduling, vocational programs, assistive technology, assessments, related services, and other general operations.

8. Transportation

Transportation is required for a student to participate in the partnership between MSDB and JPSD. Transportation shall be the responsibility of MSDB and JPSD for their respective students in compliance with Miss. Code Ann § 37-41-1 et al. Transportation costs may be paid from any available public or private sources, including the local school district. Both MSDB and JPSD agree to arrange morning and afternoon transportation for the students participating under this partnership and will ensure prompt arrival to and departure from the MSDB or JPSD campuses each day school is in session.

9. Data Sharing

- a. MSDB will be responsible for recording all grades submitted by JPSD into the student package, and JPSD agrees to submit all grades to MSDB at least five (5) school days prior to the end of the nine weeks grading period.
- b. MSDB and JPSD shall share pertinent student information from cumulative records to be able to adequately meet the needs of students. Any exchange of information shall

comply with the Federal Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

- c. MSDB and JPSD shall provide an MSIS point of contact for receipt of any necessary monthly MSIS data. The JPSD point of contact shall provide necessary MSIS data to the MSDB point of contact on the last working day of each MSIS reporting month, or as necessary for MDE data deadlines.

10. MDE Responsibilities

The MDE agrees to provide guidance, technical assistance on programming and policies, and support for professional development activities directly or through partners.

11. Term

This Agreement is effective upon execution by all parties until June 30, 2022. This Agreement may be amended or supplemented by mutual written consent of the MSDB’s State Board of Education, JPSD Board of Trustees, and the MDE. Any party to the agreement may terminate this agreement upon service of written notice to the other parties 120 days prior to the date of termination. In this event, the date of effective termination will be the day after the end of the school year during which the 120 days expires. This agreement may be renewed at the end of the term upon such terms as the parties agree.

The undersigned acknowledge that they have read and approved the above and foregoing Interlocal Agreement and that they have full legal authority to enter into this agreement. Witness our signatures and consent on the dates indicated below.

Mrs. Rosemary G. Aultman, Chair
Mississippi State Board of Education

Date

Carey M. Wright, Ed.D., State Superintendent of Education
The Mississippi Department of Education

Date

Nathan Oakley, Ph.D., Chief Academic Officer
The Mississippi Department of Education

Date

Jeremy Stinson, Ph.D., Superintendent
Mississippi Schools for the Deaf and the Blind

Date

Edward D. Sivak Jr., Ph.D., President, Board of Trustees
Jackson Public School District

Date

Errick L. Greene, Ed.D., Superintendent
Jackson Public School District

Date