

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
April 15, 2021

OFFICE OF CAREER AND TECHNICAL EDUCATION

- I. Approval of the Career and Technical Education Memorandum of Agreement between the Mississippi Community College Board and the Mississippi State Board of Education and the Mississippi Department of Education

Background Information: The Mississippi Department of Education, Office of Career and Technical Education collaborates with the Mississippi Community College Board for management of the day-to-day operations of post-secondary career and technical education. The purpose of the Memorandum of Agreement is to: 1) identify the terms of Agreement for which career and technical education programs in community and junior colleges will receive state and federal funds that flow through the State Board of Education for such purposes; and 2) establish the terms of Agreement for management of day-to-day operations of post-secondary career and technical education related to fiscal responsibility, program approval, certification, reporting, curriculum, and assessment.

The period of performance of the Agreement shall begin on July 1, 2021 and shall end on June 30, 2024.

Recommendation: Approval

Back-up material attached

MEMORANDUM OF AGREEMENT
between
THE MISSISSIPPI COMMUNITY COLLEGE BOARD
and
THE MISSISSIPPI BOARD OF EDUCATION AND THE MISSISSIPPI DEPARTMENT OF
EDUCATION

The MEMORANDUM OF AGREEMENT made on July 1, 2021 by and between The Mississippi Community College Board (hereinafter referred to as the MCCB), 3825 Ridgewood Road, Jackson, MS 39211 and the Mississippi Board of Education (hereinafter referred to as the MBE) and the Mississippi Department of Education (hereinafter referred to as the MDE).

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall begin on July 1, 2021 and shall end on June 30, 2024. The Mississippi Board of Education will conduct a review of the effectiveness of this agreement on an annual basis.

PURPOSE

The MBE has authority to enter into memorandums of agreements with the MCCB for conditions under which career and technical education programs in community and junior colleges will receive state and federal funds that flow through the State Board of education for such purposes.

It is hereby agreed between the MBE and the MCCB that the MDE will grant authority to the MCCB to manage the day-to-day operations of post-secondary career and technical education under the following terms of the Agreement. It is hereby understood that the MCCB shall have the authority to sub-contract with the fifteen community and junior colleges to carry out the terms of this Agreement. The areas of post-secondary management will include fiscal responsibility, program approval, certification, reporting, curriculum, and assessment.

TERMS OF THE AGREEMENT

1.0 FISCAL RESPONSIBILITY

1.1 State Funds to Community and Junior Colleges

Each year of the agreement, after the legislature has appropriated funds for the state fiscal year, beginning July 1st, the MDE will provide the funds to the MCCB on a monthly basis to be used in accordance with this Agreement. Funds appropriated by the Mississippi Legislature for career and technical education and designated in fiscal year 2004 for 89% salary reimbursement and equipment allocations for community and junior colleges will be considered as the base amount for those purposes for fiscal years 2022-2024.

Funds designated for career and technical salary reimbursement shall be allocated by the MCCB to the community and junior colleges through a funding formula that distributes funds based on FTE enrollments. This formula also addresses the need for base or site funds and high cost programs. Funds designated for career and technical equipment shall be allocated by the MCCB to the community and junior colleges after notification of available funds from the MDE. These funds will be used solely for the purpose of salary reimbursement and equipment for career and technical programs at the community and junior colleges.

Community and junior colleges will request reimbursement of funds from the MCCB. Colleges will be required to maintain adequate documentation of expenditures to substantiate the request.

1.2 State Funds to the MCCB

State funds used to pay salaries and operating costs for state level administration of post-secondary career and technical programs will be transferred from the MDE to the MCCB. These funds will be used exclusively for the support of post-secondary career and technical education, including activities related to postsecondary Office for Civil Rights Compliance and program monitoring. The MCCB will maintain all necessary documentation of funds expended for these purposes. An administrative cost amount of \$250,000 will be transferred from the MDE to the MCCB.

MDE will transfer funds in the amount of \$925,000 for the MCCB to provide professional training to Career and Technical Education faculty, staff, and administration, and to develop and revise curriculum. The content for each curriculum will be developed by curriculum teams and, where national skill standards exist, will be based on them. The MCCB has provided a mechanism for developing a uniform course numbering system for career and technical courses. Thus, each college will be able to pick and choose those courses from the approved offerings that will be required to meet local needs and SACS criteria.

The MCCB will work with the Research and Curriculum Unit (RCU), MDE, and local K-12 school districts to ensure students are provided the opportunity for non-duplicative sequence of progressive achievement by establishing and maintaining valid and appropriate articulation agreements between secondary and postsecondary Career and Technical Education programs.

- 1.3** State funds used to pay salaries and operating costs for state level administration of post-secondary workforce programs will be transferred from the MBE to the MCCB. These funds will be used exclusively for the support of post-secondary workforce to provide technical assistance, professional development, and training materials. An administrative cost amount of \$450,000 will be transferred from MDE to the MCCB.

1.4 Federal Funds to Community and Junior Colleges

Federal funds allocated through the Perkins Act will be distributed to post-secondary career and technical education according to the existing formula (PELL recipients and the

Bureau of Indian Affairs students). Federal Funds will be administered by the MDE through the Perkins V State Plan. Perkins funds will be expended at the local level for (1) special populations' salaries, (2) equipment, (3) adult education, (4) other cost items. Colleges will be allowed to set the level of expenditure between these four categories as long as they are within the total allocation.

1.5 Faculty and Staff Positions

Each community and junior college will be allowed to determine the number of faculty members and support personnel needed to operate programs adequately.

1.6 Equipment

The State Department of Audit has agreed that the title to existing career and technical equipment, previously transferred to community and junior college's, can be removed from the EMTS system and can be maintained exclusively by the inventory system of the local community college. A Transfer of Equipment Form with a listing of each piece of equipment, the equipment cost, inventory number, serial number, and any other required information will document the transfer of ownership and responsibility. Both the career and technical administrator and president of the college have signed this form accepting the equipment on behalf of the institution and for adding the equipment to the institution's fixed asset inventory.

The college's inventory system must distinguish between career and technical equipment and other equipment inventoried by the college. Career and technical equipment must be used to support career and technical programs. The college must have an approved procedure describing disposal of career and technical equipment. The procedure must ensure that all state laws are followed in the acquisition, inventory, and disposal of equipment. Prior to disposal by salvage or public sale of surplus equipment, the community or junior college possessing the title shall notify (1) other community or junior college post-secondary career and technical personnel and (2) secondary career and technical personnel via the MDE to ensure that other programs cannot benefit from the use of that equipment. If the MCCB deems it appropriate, such surplus equipment may be sent to Surplus Property.

New equipment purchased with state or federal funds must be entered into the community or junior college's inventory system and must be identifiable as career and technical equipment. Paid purchase orders are required before reimbursement for purchased equipment can be requested.

Equipment must be purchased in accordance with the "Equipment Manual for Postsecondary Career/Technical Education."

2.0 PROGRAM APPROVAL

The MCCB will be the sole approval agency for post-secondary career and technical programs.

3.0 CERTIFICATION/QUALIFICATION

The “Qualifications Manual for Post-Secondary Career & Technical Personnel” developed by the community and junior colleges and the MCCB, stipulate criteria required to administrate, support, and teach in a post-secondary career or technical program. The Southern Association of Colleges and Schools (SACS) Commission on Colleges is the regional body for the accreditation of degree-granting higher education institutions in the Southern states. Credentialing requirements for Mississippi Community and Junior College Postsecondary Administrative Officers and faculty are prescribed by the **Southern Association of Colleges and Schools (SACS) Commission on Colleges**. The local career and technical district administrator will verify teaching experience, work experience, technology experience, and educational credentials for all new instructional personnel in accordance with the SACS criteria outlined in the manual.

4.0 STUDENT ASSESSMENT

Funds for student assessment currently being allocated by the MDE to the assessment center to provide CPAS3 assessment on behalf of the community and junior colleges will continue to be allocated for the same purpose. However, the MCCB has established an office of assessment to administer the national certification assessment program. The program is a transition away from CPAS3 to a more value added industry recognized credential to measure technical skill attainment. Colleges have been approved for alternate assessment, such as a licensure exam, national skills certification, or other recognized credential, according to procedures established by the MCCB. Funding for the program is presently provided through a W.K. Kellogg Foundation grant.

5.0 STUDENT ORGANIZATIONS

The MDE will provide funding and services for secondary student organizations. Beginning July 1, 2021, the MCCB and the fifteen community and junior colleges will assume management and oversight of post-secondary student organizations at the local level to include:

1. Collegiate Diversified Education Clubs of America (DECA)
2. Post-secondary Health Occupational Students of America (HOSA)
3. Phi Beta Lambda (PBL)
4. Post-secondary Skills USA

6.0 SECONDARY PROGRAMS OPERATED BY POST-SECONDARY INSTITUTIONS

The local school district(s) will contract with the local community and junior college for secondary programs operated by the post-secondary institution. Dual reporting and dual financing of these programs will continue.

7.0 REPORTING

The community and junior colleges will continue to submit required Program Performance Reports and Federal Program Indicators as is currently required for the term of the current Perkins law. Any community and junior college not meeting the required Perkins core indicators could go into improvement status. This could affect Perkins funding for the affected community or junior college. The Improvement Status will be determined by the MCCB.

8.0 STATE PLAN

The MDE and the MCCB and all applicable groups shall be jointly involved in writing and developing the next federally required State Plan for Career and Technical Education.

9.0 CORRECTIONS

MDE will continue to administer all career and technical programs associated with the Mississippi Department of Corrections; however, this coordination can be negotiated.

10.0 TERMINATION OF AGREEMENT

MDE, by written notice, may terminate this agreement, in whole or in part if funds supporting this agreement are reduced or withdrawn. If so terminated, MDE shall be liable only for payment in accordance with payment provisions of this Agreement for services rendered prior to the effective date of termination. MDE, in whole or in part, may terminate this Agreement for cause by written notification. Furthermore, the parties may terminate this agreement, in whole or in part, upon mutual agreement.

11.0 MODIFICATION OF AGREEMENT

11.1 This agreement may be modified, altered, or changed only by written agreement signed by the parties hereto, but for exception outlined in Section 11.2. 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.

11.2 In the event of a reduction in applicable State-funded appropriations, MDE reserves the right to reduce the State-funded allocations referenced in Sections 1.1, 1.2, and 1.3 in amounts proportional to the reductions in appropriations without additional negotiation or agreement of MCCB.

12.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with

respect thereto shall be brought in the courts of the State of Mississippi. The parties shall comply with applicable federal, state, and local laws and regulations.

13.0 EOE/ADA Compliance

The parties acknowledge that each is an equal opportunity employer and maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. Each party is recognized as a state agency, and shall comply with all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

14.0 AUTHORITY TO CONTRACT

MDE warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

15.0 FAILURE TO ENFORCE

Failure by the MCCB at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the agreement or any part thereof or the right of the agency to enforce any provision at any time in accordance with its terms.

16.0 INTEGRATED AGREEMENT

This Agreement, including all incorporated documents, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. MDE acknowledges that it has thoroughly read all agreement documents and has had the opportunity to receive competent advice and counsel obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MCCB or MDE on the basis of draftsmanship or preparation thereof.

17.0 CONSIDERATION AND PAYMENT

As consideration for the performance of this Agreement, the MDE agrees to transfer appropriate funds in accordance with the terms of this Agreement.

18.0 ASSURANCES

The MCCB agrees that the MDE, or its duly authorized representatives, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the MCCB related to the MCCB's performance under this Agreement. The MCCB shall keep such records for a period of three (3) years after the MCCB audit has been issued, unless the MDE authorizes earlier disposition of such records.

The MDE and the MCCB will jointly seek additional support to enhance state and federal funding for the support of secondary and post-secondary career and technical education.

Both the MDE and MCCB shall conduct an agreement review no less than annually each fiscal year.

19.0 COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA)

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor /Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/ cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21.0 APPROVALS

The officials below warrant that they are the duly authorized SIGNATORY OFFICIAL of the parties herein, have full authority to sign this MEMORANDUM OF AGREEMENT on behalf of the agencies and agree to the terms of this agreement.

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

_____	_____
Andrea Mayfield, Ph.D.	Date
Executive Director	
Mississippi Community College Board	