

**OFFICE OF CHIEF ACCOUNTABILITY OFFICER**  
**Summary of State Board of Education Agenda Items**  
**June 17, 2021**

**OFFICE OF ACCREDITATION**

04.C. Action: Award grant to Mississippi School Boards Association to conduct basic and continuing education for local school boards as required by Miss. Code Ann. § 37-3-4 [Goals 1, 2, 3, 4, 5, and 6 – MBE Strategic Plan]

Background and Purpose: To prepare and conduct a course of training for basic and continuing education for the local school board members of this state in order for board members to carry out their duties more effectively. The Mississippi School Boards Association shall be responsible for preparing and conducting a course of training for basic education for the local school board members of this state, in order for board members to carry out their duties more effectively and be exposed to new ideas involving school restructuring. The basic course shall be known as the “School Board Member Training Course” and shall consist of at least twelve (12) hours of training.

Scope of Grant:

- Grant Period: July 1, 2021 - June 30, 2022  
(With a liquidation period ending July 12, 2022)
- Award Amount: \$62,500
- Method of Award: Legislative Mandate

Funding Source: State funds

This item references Goals 1, 2, 3, 4, 5, and 6 of the *Mississippi Board of Education 2018 – 2022 Strategic Plan*.

Recommendation: Approval

Back-up material attached

**THE MISSISSIPPI DEPARTMENT OF EDUCATION - OFFICE OF PROCUREMENT  
GRANT AWARD JUSTIFICATION**

Revised 7/20/18

**For Procurement Use Only**

Date Received by Procurement	Procurement Control Number
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Requesting Office	Office of Accreditation		
Office Contact(s)	Dr. Jo Ann Malone		
Name of Grant	Mississippi School Boards Association (MSBA)		
Dates of Grant	Beginning of Grant Period	July 1, 2021	End of Grant Period June 30, 2022
Total Amount of Grant Award to All Grantees (Attach Listing Detailing Amount Per Grantee)	<div style="background-color: black; width: 50px; height: 15px; display: inline-block;"></div> \$62,500 JM		

**Source of Funds (Check all that apply):**

State	<input checked="" type="checkbox"/>	Federal	<input type="checkbox"/>	ARRA	<input type="checkbox"/>	Other	<input type="checkbox"/>
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**TO BE COMPLETED BY REQUESTING OFFICE**

- 1) Does the scope of work for the proposed grant include a program evaluation?  
 \_\_\_ Yes. If yes, deliver this form to the Office of Educational Accountability.  
X No. If no, deliver grant packet to the Office of Procurement.

**I have reviewed this grant request and have determined that the release of the grant(s) complies with the Mississippi Board of Education policies and procedures.**

Authorized Signature Jo Ann Malone Date 4.13.2021  
 (Bureau Director or Above)

Digitally signed by Jo Ann Malone  
 DN: cn=Jo Ann Malone, o=Mississippi  
 Department of Education, ou,  
 email=jmalone@mdeky2.org, c=US  
 Date: 2021.04.13 12:20:46 -05'00'

Chief Officer  Date 4/17/21

**TO BE COMPLETED BY OFFICE OF EDUCATIONAL ACCOUNTABILITY  
(for grants that include program evaluations)**

Check one of the following:  
 \_\_\_ Approved \_\_\_ Not Approved

If approved, this form will be routed as follows for processing  
 \_\_\_ Office of Procurement

**I have reviewed this grant request and have determined that the grant should be routed to the appropriate entity/office as designated above for approval.**

Bureau Director, Bureau of Program Evaluation \_\_\_\_\_ Date \_\_\_\_\_

THE MISSISSIPPI DEPARTMENT OF EDUCATION - OFFICE OF PROCUREMENT  
GRANT AWARD JUSTIFICATION

Revised 7/2018

For Procurement Use Only			
Date Received by Procurement		Procurement Control Number	

Name of Grant	Mississippi School Boards Association (MSBA)
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**TO BE COMPLETED BY THE OFFICE OF PROCUREMENT**  
I have reviewed this grant request and have determined that the release of the grant(s) complies with the Mississippi Board of Education policies and procedures.

Grant Analyst Signature A'Lisa Bryant Date 4.20.21

Procurement Director Signature *Monique Conley* Date 4/21/2021

Bureau Manager Signature *Elidra Campbell* Date 4/28/2021

MISSISSIPPI DEPARTMENT OF EDUCATION  
GRANT SIGNATURE SHEET  
P. O. BOX 771  
JACKSON, MISSISSIPPI 39205

<p>1. Grantee's Name and Address</p> <p>Mississippi School Boards Association</p> <p>Post Office Box 203</p> <p>Clinton, Mississippi 39060</p>	<p>2. Grantee's Contact Person and Telephone No. Denotris R. Jackson (601) 924-2001</p> <hr/> <p>3. CFDA No. <u>N/A</u></p> <p>4. Title of Grant Program <u>Mississippi School Boards Association (MSBA)</u></p> <p>5. Federal Award No. <u>N/A</u></p> <p>6. Grant Beginning and Ending Dates <u>July 1, 2021 – June 30, 2022</u> (SY22 with a liquidation period ending July 12, 2022)</p>
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7. The following funds are obligated:

GENERAL	FEDERAL/OTHER FUNDS	TOTAL
\$62,500	\$0.00	\$62,500

8. The grantee agrees to carry out tasks outlined in this grant in accordance with all provisions of this grant included herein. The following sections are attached and incorporated into this agreement:

- |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input checked="" type="checkbox"/> Statement of Work</p> <p><input type="checkbox"/> Budget Summary</p> <p><input checked="" type="checkbox"/> Budget Narrative</p> <p><input checked="" type="checkbox"/> Standard Terms and Conditions</p> | <p><input checked="" type="checkbox"/> Reporting Requirements</p> <p><input checked="" type="checkbox"/> Special Condition</p> <p><input type="checkbox"/> Travel Policy</p> <p><input checked="" type="checkbox"/> Other: <u>Attachments A &amp; B</u></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

<p>9. Approved for the Mississippi Department of Education</p>  <p>_____ Signature Date Name: Paula A. Vanderford, Ph.D. Title: Chief Accountability Officer</p>  <p>_____ Signature Date Name: Monique Corley Title: Director, Office of Procurement</p>	<p>10. Approved for Grantee</p>  <p>_____ Signature Date Name: Denotris R. Jackson Title: Executive Director</p>  <p>_____ Signature Date Name: Title:</p>
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## **INTRODUCTION**

The grant agreement between the Mississippi Department of Education (hereinafter referred to as the "MDE") and the Mississippi School Boards Association (hereinafter referred to as the "Grantee") is for the purpose of providing funds required by [Mississippi Code Annotated § 37-3-4](#) for the Mississippi School Boards Association. The time period of the grant will be July 1, 2021 to June 30, 2022.

## **STATEMENT OF WORK**

The grantee, Mississippi School Boards Association, will fulfill all terms and conditions as outlined in the documents listed below. In the event of conflict between the documents, the terms contained in the later document will prevail over the terms contained in the earlier documents.

Attachment A: Program Scope of Work.

Attachment B: [Mississippi Code Annotated § 37-3-4](#).

The above documents, as well as written interpretations and grant negotiations, will govern this grant.

## **PROGRAM REPORTING, COMPENSATION AND FINANCIAL REPORTS**

The Mississippi Department of Education will grant Mississippi School Boards Association an amount not to exceed \$62,500 for the purpose of the Mississippi School Boards Association Grant Awards.

The Grantee agrees to maintain financial records, which adequately identify the source and application of funds provided under this grant. This includes information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, liabilities, expenditures and income.

Payment shall be made to the grantee upon completion of the terms specified in the grant upon receipt of invoice within ten days of completion of the work for the purpose of supporting the Mississippi School Boards Association. The payment will be for the remaining balance unless it becomes necessary to exercise the Availability of Funds clause contained in this agreement. The Grantee shall provide reports to the MDE by December 31, 2021 and by August 29, 2022 (60 days after the end of the grant period). These reports shall outline the accomplishments of the program for the report period, which will be used for legislative reporting purposes.

## **SPECIAL CONDITION**

The Grantee shall assume full responsibility for the expenditure of the funds awarded under this grant in accordance with state laws and shall accept all responsibility for any improper expenditure. This agreement shall not be modified, altered, or changed by the request of the grantee.

## **MISSISSIPPI ETHICS**

It is the responsibility of the grantee to ensure that subcontractors comply with the Mississippi Ethics Law in regard to conflict of interest. A statement attesting to said compliance shall be on file by the grantee.

## **STANDARD TERMS AND CONDITIONS**

### **Access to Records**

The grantee agrees that the Mississippi Department of Education, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of grantee related to grantee's charges and performance under this agreement. Such records shall be kept by grantee for a period of five (5) years after final payment under this agreement, unless the Mississippi Department of Education authorized their earlier disposition. Grantee agrees to refund to the Mississippi Department of Education any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the

records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

### **Assignment**

Grantee shall not assign or subcontract in whole or in part, its rights of obligations under this agreement without prior written consent of the Mississippi Department of Education. Any attempted assignment without said consent will be void and of no effect.

### **Availability of Funds**

It is expressly understood and agreed that the obligation of MDE 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 MDE, MDE shall have the right upon ten (10) working days written notice to the Grantee, to reduce the amount of funds payable to the Grantee or to terminate this agreement without damage, penalty, cost or expenses to MDE of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

### **Changes**

This agreement shall not be modified, altered, or changed except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through the Mississippi Department of Education grant modification procedures.

### **Compliance with Laws**

The Grantee understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Grantee agrees during the term of this agreement that Grantee will strictly adhere to this policy in its employment practices and provisions of services. Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations.

### **Copyrights**

The Grantee: (i) agrees that the MDE shall determine the disposition of the title to and the rights under any copyright by Grantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Grantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Grantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Grantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Grantee's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Grantee's opinion be likely to become, the subject of any infringement claim or suite, the Grantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

### **Independent Grantee**

The grantee shall perform all services as an independent grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by grantee with respect to third parties shall be binding on the Mississippi Department of Education.

**Laws**

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

**Legal Authority**

The grantee assures that it possesses legal authority to apply for and receive funds under this agreement.

**Personnel**

Grantee agrees that, at all times, the employees of grantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

**Termination**

The Mississippi Department of Education, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the Mississippi Department of Education shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The Mississippi Department of Education, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the Mississippi Department of Education and the grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the Mississippi Department of Education or the grantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the grantee covered by the agreement, less payments of compensation previously made.

**BUDGET NARRATIVE**

The Mississippi Department of Education will pay an amount not to exceed \$62,500 using the breakdown of expenses below.

MISSISSIPPI DEPARTMENT OF EDUCATION  
GRANT BUDGET SUMMARY  
P. O. BOX 771  
JACKSON, MISSISSIPPI 39205

<p>1. Grantee's Name and Address</p> <p>Mississippi School Boards Association</p> <p>Post Office Box 203</p> <p>Clinton, Mississippi 39060</p>	<p>2. Grantee's Contact Person and Telephone No. Denotris R. Jackson (601) 924-2001</p> <p>3. CFDA No. _____ N/A</p> <p>4. Title of Grant Program <u>Mississippi School Boards Association (MSBA)</u></p> <p>5. Federal Award No. _____ N/A</p> <p>6. Grant Beginning and Ending Dates <u>July 1, 2021 – June 30, 2022</u> (SY22 with a liquidation period ending July 12, 2022)</p>
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COST CATEGORY	TOTAL FUNDS
1. Salaries, Wages, Fees, and/or Fringe Benefits	1. _____
2. Travel (see travel policy) a. in-state b. out-of-state	2. _____ a. _____ b. _____
3. Contractual Services a. _____ b. _____ c. _____	3. <u>\$62,500</u> a. _____ b. _____ c. _____
4. Commodities	4. _____
5. Equipment a. _____ b. _____ c. _____	5. _____ a. _____ b. _____ c. _____
6. Office Operations	6. _____
<b>GRAND TOTAL</b>	<b>\$62,500</b>





# Mississippi School Boards Association

P.O. Box 203 / Clinton, Mississippi 39060  
(601) 924-2001 / Fax: (601) 924-2002 / Toll Free: 1-888-367-6722  
[www.msbaonline.org](http://www.msbaonline.org)

## BOARD OF DIRECTORS

May 6, 2021

### President

Leroy Matthews  
*Quitman County*

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Cecil Lizana  
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*Western Line Consolidated*  
William Grissett  
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### District 3 (2019-2021)

Danny Cowart  
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Kelvin Jackson  
*Lauderdale County*  
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### District 4 (2020-2022)

Amy Dobson  
*Jackson County*  
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*Hattiesburg Municipal*  
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*Pearl River County*

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*Newton Municipal*  
Alvin Smith  
*Wayne County*  
Debra Sturgis-Stamps  
*Copiah County*  
Etta Taplin  
*North Pike Consolidated*

### Executive Director

Denotris R. Jackson, M.Ed.

### General Counsel

Jim Keith, Esq.  
*Adams and Reese, LLP*

Procurement  
Mississippi Department of Education  
P. O. Box 771  
Jackson, MS 39205-0771

To whom it may concern:

I understand that Mississippi Department of Education has recommended level funding for 2021-2022. With that in mind, Mississippi School Boards Association requests \$62,500 to assist in the facilitation of the required Basic Course for New School Board Members and the Children First Act training. The funds will be expended as follows:

### Basic Course for New School Board Members (\$55,000)

Research, Development, Presentation	\$28,050
Office Operation – Postage, Phone, Fax, Copies, Data Processing and Bookkeeping	\$ 6,600
Contractual Services – Presenters’ Expenses, Presenters’ Mileage, Presenter’s Honorarium, Building/Space Rental, Equipment Rental, Event Meals	\$ 7,700
Commodities/Other –Materials, Supplies	\$12,650

### Children First Act (\$7,500)

Research, Development, Presentation	\$ 3,600
Office Operation – Postage, Phone, Fax, Copies, Data Processing and Bookkeeping	\$ 2,000
Contractual Services – Presenters’ Expenses, Presenters’ Mileage, Presenter’s Honorarium, Building/Space Rental, Equipment Rental, Event Meals	\$ 1,450
Commodities/Other –Materials, Supplies	\$ 450

**Total** **\$62,500**

With best regards,

Denotris R. Jackson, M.Ed.  
MSBA Executive Director

cc: Dr. Paula Vanderford, Chief of Accountability, Mississippi Department of Education  
Dr. Jo Ann Malone, Executive Director of Accreditation, Mississippi Department of Education

## **SCOPE OF WORK**

The grantee, Mississippi School Boards Association, will fulfill all terms and conditions as outlined in the documents listed below. In the event of conflict between the documents, the terms contained in the later document will prevail over the terms contained in the earlier documents.

### **Basic Education Course**

- The Mississippi School Boards Association shall be responsible for preparing and conducting a course of training for basic education of local school board members of this state, in order for board members to carry out their duties more effectively.
- The basic course shall be known as the "School Board Member Training Course" and shall consist of at least 12 hours of training as prescribed by law for all new school board members.
- Certificates of completion shall be issued to those school board members who complete the basic education course.

### **Improving Student Outcomes and Academic Success**

- The Mississippi School Boards Association shall be responsible for preparing and conducting a course of training for school board members in districts with one or more failing schools as determined by the Mississippi State Board of Education. This training shall focus on Improving student achievement.

This course shall be known as "Improving Student Outcomes and Academic Success" and shall consist of not less than six (6) hours of training.

### **Effective Financial Management**

- The Mississippi School Boards Association shall be responsible for preparing and conducting a course of training for school board members in districts in financial distress as determined by the Mississippi State Board of Education. This training shall focus on improving financial management in the district.
- This course shall be known as "Effective Financial Management In Local School Districts" and shall consist of not less than six (6) hours of training.

Miss. Code Ann. § 37-3-4

§ 37-3-4. School Executive Management Institute

Currentness

(1) There is established within the State Department of Education, the School Executive Management Institute. The director shall be appointed by the State Board of Education upon recommendation by the State Superintendent of Public Education. The State Superintendent of Public Education, with the approval of the State Board of Education, shall assign sufficient staff members from the State Department of Education to the institute.

(2) It shall be the purpose and duty of the institute to conduct thorough empirical studies and analyses of the school management needs of the local school districts throughout the state, to make recommendations to the State Board of Education regarding standards and programs of training that aid in the development of administrative and management skills of local school administrators, and to conduct such programs related to these purposes as they are implemented under guidelines established by the State Board of Education.

(3) The State Board of Education shall develop and implement through the School Executive Management Institute a program for the development of administrative and management skills of local school administrators under which all local school administrators employed by a school district shall be required to participate. Subject to the extent of appropriations available for such purpose, the School Executive Management Institute or the Mississippi School Boards Association shall be required to offer courses at least twice a year on the uses of technology to school district principals, superintendents and other administrative personnel. These courses shall relate to the application of technology to learning, as well as administrative problems.

(4)(a) The institute shall have an advisory board composed of ten (10) qualified members appointed by the State Board of Education after consultation with the State Superintendent of Public Education. This advisory board will offer recommendations to the institute on the types of training to be instituted and supported. The membership of the advisory board shall be composed of the following members, two (2) to be appointed from each congressional district: three (3) school administrators; one (1) representative of public community/junior colleges within the state; one (1) representative of a school of education in an institution of higher learning within the state; two (2) local school board members; one (1) classroom teacher; and two (2) laypersons. In making the initial appointments, three (3) members shall be appointed for a term of one (1) year, three (3) members shall be appointed for a term of two (2) years, two (2) members shall be appointed for a term of three (3) years, and two (2) members shall be appointed for a term of four (4) years. Thereafter, all members shall be appointed for a term of four (4) years. The advisory board shall meet when called by the director, but in no event fewer than three (3) times per year. The members of the advisory board shall be compensated at the per diem rate authorized by Section 25-3-69 and reimbursed for actual and necessary expenses as authorized by Section 25-3-41.

(b) Board members of the Oxford-Lafayette Business and Industrial Complex shall be paid per diem and reimbursed for expenses and mileage from local funds in accordance with Section 37-6-13.

(5)(a) Basic Education Course. The Mississippi School Boards Association shall be responsible for preparing and conducting a course of training for basic education for the local school board members of this state, in order for board members to carry out their duties more effectively and be exposed to new ideas involving school restructuring. The basic course shall be known as the "School Board Member Training Course" and shall consist of at least twelve (12) hours of training. The Mississippi School Boards Association shall issue certificates of completion to those school board members who complete the basic education course.

(b) Continuing Education Course. The Mississippi School Boards Association shall be responsible for preparing and conducting a course of training for continuing education for the local school board members of this state, in order for board members to carry out their duties more effectively and be exposed to new ideas involving school restructuring. The continuing education course shall be known as the "Continuing Education Course for School Board Members" and shall consist of at least six (6) hours of training.

(c) Additional Required Training. Effective July 1, 2009, local school board members and the local superintendent that serve in a district with one or more failing schools as determined by the Mississippi Board of Education accountability system as provided for in Section 37-17-6, or serving in a school district that has a serious financial condition as determined by the State Auditor as provided for in Section 37-9-18, shall annually attend additional training provided by the Mississippi School Boards Association.

The Mississippi School Boards Association shall, subject to appropriation, develop and conduct training specific to the local boards' role in improving learning outcomes and effective financial management. Such training shall be known as "Improving Student Outcomes and Academic Success" which shall consist of not less than six (6) hours of training and "Effective Financial Management In Local School Districts" which shall consist of not less than six (6) hours of training. Any local board members and the local superintendent that serve in a school district that meets the criteria for both of the training modules shall annually attend both training sessions for a total of not less than twelve (12) hours of training. At such time the school district is determined to no longer have failing schools; or no longer has a serious financial condition, such board member and the local superintendent shall no longer be required to attend the training as provided herein. The training as required under subsection (c) shall not replace, but is in addition to, the training required for new school board members and continuing board members as required under Section 37-7-306.

The Mississippi School Boards Association shall issue certificates of completion to those school board members who complete the continuing education course. All costs and expenses for preparing and conducting the basic education course and the continuing education course provided for in this paragraph shall be paid out of any funds which are made available to the Mississippi School Boards Association upon authorization and appropriation by the Legislature to the State Department of Education.

(6) The Mississippi School Boards Association shall prepare and submit a report each year to the State Board of Education and to the respective Chairs of the House and Senate Education Committees describing the activities and providing an evaluation of the continuing education programs offered by the association each year.

(7) The School Executive Management Institute of the State Department of Education, or the Mississippi School Boards Association with the oversight of the State Board of Education, at least twice a year, shall prepare and conduct required

courses of training for continuing education for the elementary and secondary school principals employed by the school districts of this state, in order for those principals to carry out their duties more effectively and be exposed to new ideas involving school management. The continuing education course shall be known as the “Continuing Education Course for Principals” and shall consist of at least six (6) hours of training. The content of the continuing education courses and the time and place such courses are to be conducted shall be determined by the School Executive Management Institute or the Mississippi School Boards Association; however, to the extent practicable, such training sessions shall be held within geographical proximity of local districts in order that travel times and costs shall not be prohibitive.

The institute shall issue certificates of completion to those principals who complete such courses. All costs and expenses for preparing and conducting the basic and continuing education courses provided for in this subsection shall be paid out of any funds which are made available to the institute upon authorization and appropriation by the Legislature.

(8) School district principals and other administrators with career level certifications at schools meeting the highest levels of accreditation standards, as defined by the State Board of Education, are exempt from the requirements of this section, subject to approval of the local school district superintendent.

#### Credits

Laws 1982, 1st Ex. Sess., Ch. 17, § 11; Laws 1991, Ch. 502, § 10; Laws 1992, Ch. 519, § 3; Laws 1998, Ch. 564, § 1, eff. July 13, 1998. Amended by Laws 2002, Ch. 611, § 4, eff. July 1, 2002; Laws 2006, Ch. 334, § 1, eff. July 1, 2006; Laws 2006, Ch. 335, § 1, eff. July 1, 2006; Laws 2006, Ch. 417, § 4, eff. July 1, 2006; Laws 2008, Ch. 338, § 1, eff. July 1, 2008. Reenacted by Laws 2009, Ch. 345, § 3, eff. June 30, 2009. Amended by Laws 2009, Ch. 516, § 5, eff. from and after passage (approved April 8, 2009). Reenacted and amended by Laws 2009, Ch. 445, § 3, eff. July 1, 2009. Amended by Laws 2013, Ch. 497 (H.B. No. 369), § 40, eff. July 1, 2013.

#### Editors’ Notes

#### REPEALER AND REENACTMENT

<This section was amended by Laws 2006, Ch. 417, § 4. Section 15 of Laws 2006, Ch. 417 provides: “This act shall take effect and be in force from and after July 1, 2006, and shall stand repealed on June 30, 2009.” However, Laws 2009, Ch. 445 amended and reenacted this section, effective July 1, 2009, Laws 2009, Ch. 345 reenacted this section, effective, pursuant to § 38 of that legislation, on June 30, 2009, and Laws 2009, Ch. 516, § 5 amended this section effective from and after passage (approved April 8, 2009). (For resolution of the multiple legislative actions affecting this section in 2009, see note, post).>

Notes of Decisions (4)Miss. Code Ann. § 37-3-4, MS ST § 37-3-4

The Statutes and Constitution are current with laws from the 2018 Regular Session. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

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