

**DRAFT 4.8.14**

**AGREEMENT  
between the  
NORTHEAST MENTAL HEALTH and MENTAL RETARDATION COMMISSION  
and the TUPELO PUBLIC SCHOOL DISTRICT  
and the LEE COUNTY SCHOOL DISTRICT**

WHEREAS, the Northeast Mental Health and Mental Retardation Commission (the "Commission"), in cooperation with other federal, state and local agencies, desires to continue a program for the disabled who reside in Region Three, comprising the counties of Benton, Chickasaw, Itawamba, Lee, Monroe, Pontotoc and Union (the "Region"); and desires to continue to provide assistance for the aforementioned disabled of the Region through the Regional Evaluation and Training Center in Tupelo, Mississippi, commonly known and generally referred to as the "McDougal Center" (the "Center"), and

WHEREAS, the Boards of Trustees of the Tupelo Public School District ("TPSD") and the Lee County School District ("LCSD") desire to cooperate with the Commission in the operation of certain features of the Center as hereinafter specified;

NOW THEREFORE, in consideration of the mutual desires, conditions and covenants herein expressed, the Commission, the TPSD and the LCSD hereby mutually agree as follows:

**TEACHER UNITS, SALARIES and SPECIAL EQUIPMENT.**

TPSD will provide and pay for the salaries of two (2) special education teachers and (2) assistant teachers (the "Teachers") for the Center pursuant to the TPSD Board adopted salary schedules and based on the Mississippi Adequate Education Program (MAEP) percentages for said teachers.

LCSD will provide and pay for the salaries of two (2) special education teachers and (2) assistant teachers (the "Teachers") for the Center pursuant to the LCSD Board adopted salary schedules and based on the Mississippi Adequate Education Program (MAEP) percentages for said teachers.

Should a fifth Teacher be required based on an increased number of students being served or in need of being served at the Center and who have come to the Center from other school districts in the Region, said Teacher will be provided by TPSD.

The salaries of the Teachers at the Center will be paid monthly over a twelve-month period. Teachers at the Center will be eligible for all fringe benefits available to other teachers of the respective districts. Any special equipment or therapeutic needs for students will be paid for by the student's home district.

**TEACHER SELECTION AND SUPPORTING INFORMATION.**

Teachers assigned to teach at the Center will be chosen by the respective districts. Class size for students at the Center will not exceed eight students without approval from the home district of the students affected.

The Center will provide student accounting information as required by TPSD and LCSD and the Mississippi State Department of Education.

**REVENUES.**

Should other school districts in the Region that wish to place any of their students at the Center, they will be charged an annual participation fee of Thirteen Thousand Dollars (\$13,000) per student, payable to TPSD, who serves as the fiscal agent for the Center.

**GOVERNING AUTHORITY.**

This Agreement is executed pursuant to the authority set forth in and the provision of Section 41-19-33 of the Mississippi Code Annotated, as amended, and all other laws of the State of Mississippi applicable thereto.

**TERM.**

This Agreement shall be in effect for a one-year term effective July 1, 2014, through June 30, 2015. The Agreement shall be subject to renewal, modification, or termination at the end of said period subject to the mutual consent of the Commission, the TPSD and the LCSD.

**TERMINATION.**

TPSD or LCSD may terminate its participation in the Agreement with or without cause upon ten (10) days written notice to the Center. However, this Agreement may be terminated effective immediately by either district upon written notification from the Mississippi Department of Education to said district that its students must be placed back in the district's home school(s). The Center may terminate this Agreement with cause upon thirty (30) days written notice to the districts. Termination or the attempted termination of this Agreement by either district will not affect the other district.

The Center may terminate this Agreement with or without cause upon ten (10) days written notice to the TPSD and the LCSD.

By signing below, each party agrees that it has read, understands, and agrees to the applicable terms and conditions set forth above.

Northeast Mental Health and Mental  
Retardation Commission

\_\_\_\_\_  
Robert Smith, Executive Director

Date: \_\_\_\_\_

Tupelo Public School District

\_\_\_\_\_  
Dr. Gearl Loden, Superintendent

Date: \_\_\_\_\_

Lee County School District

\_\_\_\_\_  
Jimmy Weeks, Superintendent

Date: \_\_\_\_\_

DRAFT