

Memorandum of Understanding
between
Tupelo Public School District
and
Lee County Schools

This Memorandum of Understanding ("MOU") is entered into by and between the **Tupelo Public School District** ("TPSD") and **Lee County Schools** ("LCS"), singularly referred to as the "Party" and collectively referred to as "the Parties," to define their understanding of the participation of LCS students in courses offered at the Tupelo Career-Technical Center.

TPSD operates a vocational program at the Tupelo Career-Technical Center ("Program"), and LCS desires to allow its students attending Mooreville High School or Saltillo High School ("LCS Students") to participate in the Program, therefore, the Parties agree to the following:

1. **Program.** The Program is, and will be, operated at Tupelo High School, or other location as directed by TPSD. TPSD will appoint a Director to oversee the operation of the Program. The number and type of courses offered to LCS Students will be determined exclusively by TPSD. Currently, the Program offers seven courses to LCS Students, as evidenced on the attached "Exhibit A." TPSD agrees to notify LCS promptly in writing if there are any changes in the courses offered to LCS Students.
2. **Teachers.** TPSD will provide teachers for the courses offered by the Program. All teachers in the Program shall be employees of TPSD.
3. **LCS Students.** TPSD will allow LCS Students to participate in the Program provided that:
 - a. No more than 20 LCS Students will be enrolled per course. LCS shall determine (i) from which home school the LCS Students may come, and (ii) whether the students are first year or second year students. (For example, LCS may send 8 students from one home school and 12 from the other home school; LCS may send 9 first-year students and 11 second-year students.)
 - b. LCS will remit to TPSD all monies payable for the LCS Students' participation in the Program when due, in accordance with the attached "Exhibit B," which is explicitly made a part of this agreement and incorporated herein by reference.
 - c. LCS Students will abide by TPSD policies at all applicable times while participating in the Program. TPSD will inform and provide copies to LCS Students of applicable policies, including but not limited to policies relating to student discipline, drug testing, cell phone use, dress code, etc. LCS will

cooperate with TPSD if and when any LCS Students are disciplined for a violation of TPSD policy.¹

- d. LCS Students who are assigned to the alternative school will be dropped from the Program and must enroll in another course at their home school, once their alternative placement is completed.
- e. LCS will provide TPSD with all documentation required herein for any student who has transferred to Mooreville High School or Saltillo High School in mid-term and wishes to enroll in the Program. Said documentation must be provided prior to the transfer student being enrolled.

4. **Recruiting.** LCS agrees to allow the Program to conduct an annual Career-Technical recruitment fair at both Mooreville High School and Saltillo High School at a time mutually agreed upon by the Parties, but in no event later than March 1 of each school year. LCS will provide at least a 45-minute block of time at each high school in which Program representatives will be allowed to conduct the recruitment fair.

5. **Registration Process.** In order to be considered for enrollment in the Program, LCS will submit the following documents to TPSD for each prospective student:

- a. High school transcript, discipline record, attendance record and current SATP scores.
- b. Course of Study and Pre-Requisites LCS Students Course Selection Form (must be submitted by April 30);
- c. If applicable, the IEP or Section 504 Plan (must be submitted within the 1st week of school).

6. **Eligibility Criteria and Enrollment Requirements.** LCS Students must meet the following eligibility criteria and enrollment requirements in order to be enrolled in the Program:

- a. A minimum grade of "C" in the most current English and Math courses prior to enrollment in the Program.
- b. A 100% score on the safety exam within the first two weeks of school. If necessary, two opportunities will be given to achieve the 100% score. If 100% is not made, the student will have to enroll in another course at his/her home school.
- c. Student and parent/guardian must complete an Emergency Card to have on file at the Program.
- d. If enrolled in the Health Science Occupational Program, student must have taken and passed both Biology and Algebra with a minimum grade of "C."
- e. SPED students may not exceed 49% enrollment in a course.

¹ By way of example, if, while at the Program, a County Student violates a TPSD policy that calls for 3 days of in-school suspension, LCS will not transport that County Student to the Program during those 3 days.

7. Transportation.

- a. LCS will provide bus transportation for LCS Students to and from their home schools: Mooreville High School and/or Saltillo High School.
- b. All LCS Students must ride the bus provided by LCS. No County Student will be allowed to drive to the Program, unless prior written permission has been secured from the County Student's home school and the Program. Permission to drive to the Program will not be given unless the County Student and his/her parent/guardian agree to and sign the TPSD drug and alcohol testing policy applicable to students driving to school. ²
- c. If LCS Students are enrolled in a course that plans a field trip, TPSD will provide the transportation for LCS Students to the field trip from the Program.

8. Term. This MOU shall in effect for a one-year term beginning July 1, 2015, and will automatically renew for additional one-year terms unless terminated pursuant to the provisions contained in Section 9 herein.

9. Termination. Should either Party breach of any of the terms herein, the other Party may terminate this MOU upon five (5) days written notice. Prior to termination, the terminating Party may, at its option, provide written notice to the other Party of the breach and allow said Party five (5) days to cure said breach.

Either Party may terminate this MOU at the end of any semester by providing thirty (30) days written notice to the other Party.

TUPELO PUBLIC SCHOOL DISTRICT

LEE COUNTY SCHOOLS

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

² See TPSD Board Policy JCDAB Drug Testing Policy – Student Athletes, Drivers, Extracurricular Participants. See also JCDAB Exhibit 2, Consent to Drug & Alcohol Testing.

Exhibit A

1. Health Science Technology
2. Automotive
3. Collision Repair
4. Construction
5. Early Childhood Education
6. Welding
7. Engineering

Exhibit B

\$1,000.00 per LCS Student