

INTRODUCTION

The contract between the Mississippi Department of Education (hereinafter referred to as the "MDE") and Leslie L. Daniels (hereinafter referred to as the "Contractor") is for the purpose of serving as the Conservator for the Hazlehurst City School District in Mississippi. The State Board of Education asked the Governor to declare a state of emergency in the Hazlehurst City School District pursuant to Section 37-18-7, Mississippi Code Ann., 1972, which authorizes the Board's request when an emergency is determined to exist in the school district which jeopardizes the educational interests of the students. A Proclamation has been issued, the Board may take all such actions for dealing with the District as is authorized under Section 37-17-6 (11) and (14), including the appointment of a Conservator.

This contract between MDE and the Contractor is for the purpose of appointing Leslie L. Daniels to serve as the Conservator for the Hazlehurst City School District. The time period for this contract will be April 18 – June 30, 2011. Based upon the Internal Revenue Service code, the Contractor has been classified as an independent contractor and will not be subject to withholding.

STATEMENT OF WORK

The Contractor will serve as the Conservator for the Hazlehurst City School District and will be responsible for the administration, management and operation of the school district. The Contractor agrees to perform the following duties in accordance with Section 37-17-6 (14)(a) of the Mississippi Code as related to the role of the Conservator:

1. Approve or disapprove all financial obligations of the district, including, but not limited to, the employment, termination, nonrenewal and reassignment of all certified and noncertified personnel, contractual agreements and purchase orders, and approve or disapprove all claim dockets and the issuance of checks in approving or disapproving employment contracts of superintendents, assistant superintendents or principals, the Conservator shall not be required to comply with the time limitations prescribed in Sections 37-9-15 and 37-9-105;
2. Supervise the day-to-day activities of the district's staff, including reassigning the duties and responsibilities of personnel in a manner which, in the determination of the Conservator, will best suit the needs of the district;
3. Review the district's total financial obligations and operations and make recommendations to the district for cost savings, including, but not limited to, reassigning the duties and responsibilities of staff;
4. Approve or disapprove all athletic, band and other extracurricular activities and any matters related to those activities;
5. Maintain a detailed account of recommendations made to the district and actions taken in response to those recommendations;
6. Report periodically to the State Board of Education on the progress or lack of progress being made in the district to improve the district's impairments during the state of emergency; and
7. Appoint a parent advisory committee, comprised of parents of students in the school district, which may make recommendations to the Conservator concerning the administration,

management and operation of the school district.

In addition, specific attention shall be paid to the following tasks as mutually agreed upon between the MDE and the Contractor:

1. Assist the district in the continuing development of the corrective action plan by the Hazlehurst City School District and review all available information and any actions already taken to improve academic achievement. The Contractor will work directly with MDE staff identified by the State Superintendent of Education. This plan will be discussed with the local board for input and approval and presented to the State Board of Education for approval. This process should be initiated within the first month of the contract;
2. Implement changes described in the corrective action plan;
3. Evaluate the financial accounting system and make needed changes to correct any problems;
4. Communicate with staff on a continuous basis, beginning to try to get them involved in the decision-making process emphasizing the fact that lasting change must come from within the district and cannot be sustained from outside;
5. Make sure the community is aware of what is occurring and work to get them more involved in the schools;
6. Evaluate all components of the system, to include instruction, food services, transportation, custodians, facilities, and make needed changes;
7. Begin to get staff involved in planning (preferably strategic planning);
8. Provide at least a monthly report to the State Board of Education; and
9. At all times, work to involve district staff in embracing the needed changes and develop and prepare staff to assess and recommend other changes that are needed.

STANDARD TERMS AND CONDITIONS

Certain terms and conditions are required for contracting. Therefore, the offeror shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

The Contractor agrees that the MDE, 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 Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment 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 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. APPLICABLE LAW

The contract shall be governed by and construed in accordance with Federal, State, and Local laws, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable Federal and State Local laws and regulations. In compliance with State law, the Contractor if employed by a public entity, must make arrangements with his/her employer to take the appropriate leave (annual, professional, compensation, etc.) during the period of service covered by the Contractor.

3. ASSIGNMENT

Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

4. AUTHORITY TO CONTRACT

Contractor 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.

5. COMPLIANCE WITH LAWS

The Contractor 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, or any other consideration made unlawful by Federal, State, or Local laws.

All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

6. INDEPENDENT CONTRACTOR

The Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by contractor with respect to third parties shall be binding on the MDE.

7. COPYRIGHTS

Contractor (i) agrees that the MS Department of Education shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement, and (ii) hereby grants to the MS Department of Education 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 Contractor 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 Contractor 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.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of the Contractor'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 Contractor's opinion be likely to become, the subject of any infringement claim or suit, the Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

8. DISCLOSURE OF CONFIDENTIAL

In the event that either party to this agreement received notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This Section shall survive the termination or completion of this agreement. The parties agree that this Section is subject to and superseded by Mississippi Code Ann. Section 25-61-1, et.seq. Regarding Public Access to Public Records.

9. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the MDE shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on Confidential Information; (e) is or later becomes part of the public domain or may be lawfully obtained by the MDE or the Contractor from any non-party; or (f) is disclosed with the Disclosing Party's prior written consent.

10. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. 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. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

12. REPRESENTATION REGARDING CONTINGENT FEES

The Contractor represents that it has not retained a person to solicit or secure an MDE contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

13. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it

will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

14. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or are 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 the MDE, the MDE shall have the right upon ten (10) working days written notice to the Contractor, to terminate or modify this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

15. STOP WORK ORDER

- (1) *Order to stop work.* The Procurement Officer of MDE may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Office of MDE shall either:
 - (a) cancel the stop work order; or
 - (b) terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
- (2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer of MDE decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *Adjustment of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

16. TERMINATION FOR DEFAULT

- (1) *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of MDE may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer of MDE, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer of MDE may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer of MDE. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Procurement Officer of MDE, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the MDE has an interest.
 - i. *Compensation.* Payment for completed services delivered and accepted by the MDE shall be at the contract price. The MDE may withhold from amounts due the Contractor such sums as the Procurement Officer of MDE deems to be necessary to protect the MDE against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.
- (3) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Procurement Officer of MDE within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Procurement Officer of MDE shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the MDE under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

- (4) *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
- (5) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

17. TERMINATION ON CONVENIENCE

- (1) *Termination.* The Procurement Officer of MDE may, when the interests of the MDE so require, terminate this contract in whole or in part, for the convenience of the MDE. The Procurement Officer of MDE shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Procurement Officer of MDE may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. PRICE ADJUSTMENT

- (1) *Price Adjustment Methods.* Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract; or
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract.
- (2) *Submission of Cost or Pricing Data.* The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

19. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT

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."

20. E-PAYMENT AND E-INVOICING /SAAS

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

21. EQUAL OPPORTUNITY EMPLOYER

The Contractor shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements; accordingly, contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

22. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Mississippi State Board of Education and/or Personal Service Contract Review Board does not approve this contract.

COMPENSATION AND FINANCIAL REPORTS

This contract is based upon a fixed amount of \$51,900.00. Payment of the fixed amount of the contract shall be made upon successful completion of all work specified in the contract and upon receipt of an invoice by the 8th working day of the month following the completion of the work. Failure to provide the work may result in the withholding of total payment or may result in partial payment until Contractor completes tasks as specified.

BUDGET NARRATIVE

The MDE will pay Leslie L. Daniels an amount not to exceed \$51,900.00 for the purpose of servicing as the Conservator of the Hazlehurst City School District.

Personnel Service	\$45,900.00 (\$850.00/day x 54 days)
Travel	<u>6,000.00</u>
Total	\$51,900.00

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

1. Contractor's Name and Address Leslie L. Daniels 400 North Cherry Street McComb, MS 39648	2. Contract Number <u>11/2201/8403/EA08/A841/012</u> 3. Contract Ending Date <u>June 30, 2011</u> 4. Original <u>X</u> /Modification Number _____ 5. Page <u>10</u> of <u>10</u>
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COST CATEGORY	TOTAL FUNDS
1. Fee for Services	1. <u>\$45,900.00</u>
2. Travel (see travel policy) a. in-state b. out-of-state	2. <u>6,000.00</u> a. _____ b. _____
3. Contractual Services a. postage b. telephone c. rental of buildings and floor space d. rental of EDP and computer equipment e. other contractual services	3. _____ a. _____ b. _____ c. _____ d. _____ e. _____
4. Commodities	4. _____
5. Equipment a. office machines, furniture, fixtures and equipment b. data processing and computer equipment c. other equipment	5. _____ a. _____ b. _____ c. _____
6. *Indirect Cost (Rate _____)	6. _____
GRAND TOTAL	\$51,900.00

*Copy of Indirect Cost Plan must be on file in Mississippi Department of Education.

MISSISSIPPI DEPARTMENT OF EDUCATION TRAVEL POLICY

The following travel policies are established for the use by individuals who are required to travel in-state and out-of-state on official Mississippi Department of Education government business. These policies are based on the guidelines established by the State Department of Finance and Administration (formally the State Fiscal Management Board) in accordance with Section 25-3-41, Mississippi Code Annotated (1972).

Receipts

Please refer to the specific areas within this section for details and exceptions concerning when receipts are required to be reimbursed for travel expenses. The procedures for recording and documenting expenses are also provided throughout this section. Generally, receipts are required for the following items:

Receipts are required for:

- Lodging
- Business Telephone Calls
- Registration Fees
- Rental Cars
- If over \$10.00:
 1. Taxi,
 2. Gasoline (Rental Car)
 3. Parking Fees
 - a. Hotel
 - b. Airport
 - c. Tolls
 - d. Other Fees

Tips

- Meals - The actual amount of tips paid up to 15% of the daily actual or allowed meal amount, whichever is less, will be reimbursed.
- Taxis/Shuttles - Tips shall not exceed 15% of the fee.
- Baggage Handling - Tips should be limited to a reasonable amount (\$1.00 per bag).

In-State Meals

Receipts are not required for meals. To be reimbursed for meals, an overnight stay (Hotel/Motel or Relative) is required. If you depart from your duty station prior to 6:00 a.m., please state "Early Departure" to obtain breakfast amount. If you arrive back at your duty station after 8:00 p.m., please state "Late Arrival" to obtain dinner amount. Each employee must pay for his/her meal costs and then request reimbursement. Meal costs within the area of the employee's duty station are not reimbursable. Report actual amounts spent on each meal (Breakfast, Lunch, Dinner).

Please refer to the Federal Per Diem Register link below for travel reimbursement amounts. If the in-state location you are looking for is not included on the Federal Per Diem Register, then the reimbursement amount is **\$31.00**

Meal reimbursement requests that are not associated with overnight stay will not be reimbursed.

Federal Per Diem Register - (General Services Administration) – Continental United States only (CONUS)

1. Select the state to which you are traveling, then find the city/county or nearest location.
2. Note the amount shown under the Maximum Per Diem column at the right side of the table.
3. See conversion table below for the maximum reimbursement by the State of Mississippi.
4. If the in-state location you are searching for does not appear on the Federal Per Diem Register, then the reimbursement amount is **\$31.00**.

Conversion Table

Maximum Per Diem	Maximum Per Diem	Maximum Per Diem	Maximum Per Diem
\$0 - \$99.00	\$100.00 - \$124.00	\$125.00 - \$149.00	\$150.00 and over
\$31.00	\$36.00	\$41.00	\$46.00

Lodging

Reimbursement for overnight lodging will be made when travel circumstances prevent departure and return travel in one day. Reimbursement for lodging expenses will be made for the amount actually paid, when supported by a receipt. When an individual has a choice, good judgment should be exercised in selecting the lodging to avoid unreasonable charges. General government rates should always be requested at the time the reservation is made or confirmed and again when checking into the hotel. If unacceptable motel accommodations are available at the work destination, the Mississippi Department of Education may approve travel to the nearest town where acceptable accommodations are available. If the nearest town is out-of-state, no out-of-state travel form will be required; however, approval must be obtained. An individual may elect to stay overnight with friends or relatives within a 30 to 40 mile radius of the worksite. Such lodging is not a reimbursable expense; however, travel to and from the lodging site and the work site in lieu of a motel expense shall be allowable.

All reimbursable expenses for lodging should be billed to the individual and not the Mississippi Department of Education. Lodging expense will not be reimbursable without a receipt, which is marked paid, showing a zero balance or accompanied by a credit card receipt. Only standard single room rates are allowable. If the individual utilizes or requires a rate other than the single occupancy rate, the hotel must certify the current rate for a single unit on the paid receipt. If two or more individuals share a motel room, separate invoices should be obtained which reports each individual's pro-rata share of the room costs. If the individual chooses to extend his or her stay for pleasure, he or she must note the leisure dates and hotel rate not authorized as official state business on the paid receipt. Lodging within the city of the individual's official place of residence is not an authorized expense.

Private Automobile Travel

Actual mileage shall be calculated from the official place or residence and back or actual miles traveled, whichever is less. The most direct route to a destination should be claimed for reimbursement purposes. The travel voucher must indicate if any intermediate stops were made. Specific sites visited must be noted on the voucher in lieu of "Vicinity Travel" if actual mileage claimed exceeds the map mileage. All actual and necessary travel will be reimbursed at the rate of **\$0.51 cents per mile**. Travel from a motel to a restaurant and back to the motel is not a reimbursable expense.

Travel Voucher

All travel vouchers for in-state travel should be prepared in ink or typed and should be delivered to the Mississippi Department of Education. Only actual expenses shall be claimed on the travel voucher. Any claims above actual expenditures constitute fraud. In addition, any claim for reimbursement of an expense when the expense was actually paid by another constitutes fraud.

Travel vouchers must be submitted in the individual's name and signed with legal name. Vouchers will not be accepted with signature of nickname or other than legal name. Travel vouchers must show individual's Federal Identification Number, if applicable, or Social Security Number.

Out-of-State Travel**Meals**

Individuals will be reimbursed for the actual cost of meals not to exceed the DFA approved rate for the destination of travel. The minimum daily rate for all areas except high cost areas is \$31.00.

STATE OF MISSISSIPPI

Office of the Governor



A PROCLAMATION

By The

GOVERNOR

WHEREAS, pursuant to the provisions of Section 37-17-6 of the Mississippi Code of 1972, as amended, the Office of Accreditation, Mississippi Department of Education, conducted an accountability and accreditation audit of the Hazlehurst City School District; and

WHEREAS, the State Superintendent of Education presented a report outlining serious leadership, management and instructional concerns existing in the Hazlehurst City School District; and

WHEREAS, pursuant to Section 37-17-6(11)(b) of the Mississippi Code of 1972, as amended, on April 3, 2008, the Commission on School Accreditation found that there is sufficient cause to believe that an extreme emergency situation exists in the Hazlehurst City School District brought on by serious violations of accreditation standards, Board policy, and state law; and

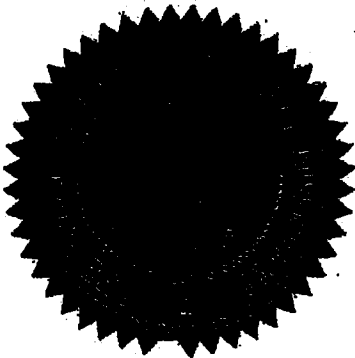
WHEREAS, the accountability and accreditation audit, the presentation of the State Superintendent of Education and the Resolution of the Commission on School Accreditation, were considered by the Mississippi Board of Education at its May 15, 2008 work session; and

WHEREAS, following due deliberation, the Mississippi Board of Education found that there is sufficient cause to believe that an extreme emergency situation exists in the Hazlehurst City School District brought on by serious leadership, management and instructional concerns existing in the District and by serious violations of accreditation standards, Board policy, and state law, which jeopardize the safety, security, and educational interests of the children enrolled in the schools of this District, and which, without intervention by the Mississippi Board of Education, could result in the continuation of an inadequate and unstable environment, thereby denying the students of this District the opportunity to learn, to excel, and to obtain a free and appropriate public education; and

WHEREAS, by Resolution adopted by the Mississippi Board of Education on May 16, 2008, as issued to me, as Governor of the State of Mississippi, it was requested that a State of Emergency be declared in the Hazlehurst City School District in order to place the District under the jurisdiction of the State Board of Education for the implementation of the corrective actions provided for by Section 37-17-6(11)(b);

NOW, THEREFORE, I, Haley Barbour, Governor of the State of Mississippi, in response to the Resolution and request of the Mississippi Board of Education, made under the authority of Section 37-17-6(11)(b), Mississippi Code of 1972, and by virtue of the authority vested in me by Section 123 of the Mississippi Constitution of 1890, Section 7-1-5 of the Mississippi Code of 1972, and Section 37-17-6(11)(b) of the Mississippi Code of

1972, do hereby issue this Proclamation to declare that, because of serious leadership, management and instructional concerns existing in the District and serious violations of accreditation standards, Board policy, and state law, a state of emergency exists in the Hazlehurst City School District.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE at the Capitol, in the City of Jackson, this the 20th day of May, in the year of our Lord, two thousand and eight and of the Independence of the United States of America, the two hundred and thirty-second.


HALEY BARBOUR
GOVERNOR

BY THE GOVERNOR



SECRETARY OF STATE