

OFFICE OF SCHOOL IMPROVEMENT, OVERSIGHT AND RECOVERY
Summary of State Board of Education Agenda Items
November 17-18, 2011

OFFICE OF CONSERVATORSHIP

10. Approval to modify contract with James A. Malone to serve as Interim Conservator for the Tate County School District

- Awarded Vendor: James A. Malone
Nettleton, Mississippi

Scope of Project: The Contractor will continue to serve as the Interim Conservator for the Tate County 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 Interim 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 Interim 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 Interim 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. Attend all meetings of the district's school board and administrative staff;
5. Approve or disapprove all athletic, band and other extracurricular activities and any matters related to those activities;
6. Maintain a detailed account of recommendations made to the district and actions taken in response to those recommendations;
7. 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
8. Appoint a parent advisory committee, comprised of parents of students in the school district, which may make recommendations to the Interim 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 Mississippi Department of Education and the Contractor:

1. Assist the district in the development of a corrective action plan by the Tate County 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.

Personnel associated with this contract are not former Department employees or related to any Department employee. The Contractor is a PERS retiree.

Scope of Contract:

- Term of Current Contract: July 1, 2011 – December 31, 2011
- Term of Modified Contract: July 1, 2011 – June 30, 2012
- Cost of Current Contract: \$ 98,000
 - Personnel Services: \$ 85,000
 - Travel: 13,000
 - Total: \$ 98,000
- Modification Increase: \$ 98,000
 - Personnel Services: \$ 85,000
 - Travel: 13,000
 - Total: \$ 98,000

- Total Cost of Modified Contract: \$196,000
 - Personnel Services: \$170,000
 - Travel: 26,000
 - Total: \$196,000
- Method of Award: Emergency Procurement

Funding Source: State funds

Recommendation: Approval