

TANGIPAHOA PARISH SCHOOL BOARD PROCEEDINGS

JUNE 2, 2009

The Tangipahoa Parish School Board met in regular session on Tuesday, June 2, 2009 at 6:00 p.m. in the Central Office Board room, 59656 Puleston Road, Amite, Louisiana, with President Danny Ridgel presiding.

MEMBERS PRESENTS: Ann Smith, Robert Potts, Leonard Genco, Al Link, Danny Ridgel, Sonya Traylor, Eric Dangerfield, Sandra Bailey-Simmons and Rose Dominguez

MEMBERS ABSENT: None

Mr. Dangerfield led the Pledge of Allegiance.

It was moved by Ms. Bailey-Simmons, seconded by Ms. Smith, to approve the Board minutes of May 19, 2009 as distributed. Hearing no objection, the motion was adopted.

Chief Academic Officer Melissa Stilley, Ms. Melanie Sledge and Ms. Maria Ordyne recognized and presented plaques to the Tangi FIRST New Teacher Award recipients: Ms. Lisa Prevost, Teacher – West Side Middle School and Ms. Stacy Hall, Teacher – Tucker Elementary School. Superintendent Mark Kolwe recognized the Tangi FIRST team for their support and dedication.

Superintendent Kolwe and Chief Academic Officer Stilley recognized and presented plaques to 2008-2009 Teacher of the Year winners who were not able to attend the last Board meeting due to graduation ceremonies:

Beth Brabham	Kentwood High School
Glenda Husser	Loranger Middle School
Marisha Carbo	Perrin Early Learning Center
Paula Splane	Sumner Middle/High School

Superintendent Kolwe and Chief Academic Officer Stilley recognized and presented plaques to schools that were chosen as Louisiana State University Positive Behavior Support demonstration sites and for their excellent and outstanding efforts. The schools were Chesbrough Elementary School, Independence Elementary School and Vinyard Elementary School.

Mr. Jullian Renthrope, manager with the Office of the Legislative Auditor, on behalf of the Government Finance Officers Association (GFOA) awarded the School System with a Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2008 and the Distinguished Budget Presentation Award for the Annual Operating Budget for the fiscal year of 2008-2009. He presented two awards from the Association of School Business Officials International, a Certificate of Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2008 and The Meritorious Budget Award for the Annual Operating Budget for the fiscal year of 2008-2009.

President Ridgel inquired if anyone in the audience would like to speak regarding the 2009 Millage rates. There was no response.

It was moved by Mr. Genco, seconded by Ms. Dominguez, to adopt the 2009 Millage Rates. Hearing no objection, the motion was adopted.

TANGIPAHOA PARISH SCHOOL SYSTEM

RESOLUTION

BE IT RESOLVED, that the following millage(s) are hereby levied on the 2009 tax roll on all property subject to taxation by the Tangipahoa Parish School System:

	<u>2009 Actual</u>
Hammond District #1	3.5 mills
Hammond District #1 – Alternate School	3 mills
Hammond District #1 – Accelerated Program	6 mills
Champ Cooper District #106	2 mills
Kentwood District #107	8 mills
Ponchatoula District #108	2.5 mills
Sumner District #116	18 mills
Constitutional District #100	4.06 mills
Independence District #39A	16 mills

BE IT FURTHER RESOLVED that the proper administrative officials of the Parish of Tangipahoa, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2009, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

The foregoing resolution was read in full, the roll was called on the adoption thereof, and the resolution was adopted by the following votes:

YEAS: Rose Dominguez, Sonya Traylor, Eric Dangerfield, Ann Smith, Danny Ridgel, Robert Potts, Sandra Bailey-Simmons, Al Link and Leonard Genco
 NAYS: None
 ABSTAINED: None
 ABSENT: None

CERTIFICATE:

I hereby certify that the foregoing is a true and exact copy of the resolution adopted at a regular board meeting held on June 2, 2009, at which meeting a quorum was present and voting.

Amite, Louisiana, this 2nd day of June, 2009.

 Mark Kolwe, Secretary

It was moved by Ms. Dominguez, seconded by Ms. Bailey-Simmons, to accept the low quote of \$83,000.00 from Walter R. Rosevally Construction, Inc. for the Champ Cooper Elementary Restroom Renovation Project, to be paid from Pay-As-You-Go Funds. The motion passed from the following roll call vote:

YEAS: Rose Dominguez, Sonya Traylor, Eric Dangerfield, Ann Smith, Danny Ridgel, Robert Potts, Sandra Bailey-Simmons, Al Link and Leonard Genco
 NAYS: None
 ABSTAIN: None

It was unanimously moved to accept the Independence and Ponchatoula Delegation Reports contained on the agenda. Following are the reports as approved:

INDEPENDENCE DELEGATION – MAY 26, 2009:

1. It was moved by Mr. Link, seconded by Ms. Smith, to approve low quote of \$14,500.00 from M & R Resources, LLC, for adding electrical circuits in eighteen (18) classrooms at Midway Elementary School, to be paid from Pay-As-You-Go Funds. Hearing no objection, the motion was adopted.

The following items were not on the agenda.

2. It was moved by Ms. Smith, seconded by Mr. Link, to authorize Mr. LaMarca to request the cost to dismantle, move and set-up one (1) double classroom building from Kentwood High School to Midway Elementary School. Hearing no objection, the motion was adopted.
3. It was moved by Mr. Link, seconded by Ms. Smith, to authorize Mr. LaMarca to request cost estimate to construct a building adjoining the cafeteria at Midway Elementary School. Hearing no objection, the motion was adopted.
4. The delegation authorized Mr. LaMarca to request quotes for re-roofing Independence Middle School Library.

PONCHATOULA DELEGATION – MAY 26, 2009:

1. It was moved by Mrs. Dominguez, seconded by Ms. Traylor, to approve the low quote of \$20,238.40 from King's Asphalt for asphaltting the teachers' parking lot, basketball courts and an area of road on the north side of D. C. Reeves Elementary School, to be paid from Pay-As-You-Go Funds. Hearing no objection, the motion was adopted.
2. It was moved by Mrs. Dominguez, seconded by Ms. Traylor, to approve the low quote of \$4,050.00 from King's Asphalt to concrete a pad for the parent pick-up area at D. C. Reeves Elementary School, to be paid from Pay-As-You-Go Funds. Hearing no objection, the motion was adopted.

It was moved by Mr. Genco, seconded by Ms. Bailey-Simmons, to accept the Personnel Committee Report of May 26, 2009, except Item C #4, Resignations – Cyndi Burchfield. The motion passed with the following roll call vote:

YEAS: Rose Dominguez, Sonya Traylor, Eric Dangerfield, Ann Smith,
 Danny Ridgel, Robert Potts, Sandra Bailey-Simmons, Al Link and
 Leonard Genco

NAYS: None

ABSTAIN: None

Following is the report as approved:

PERSONNEL COMMITTEE – May 26, 2009:

The regular agenda was presented by Mr. Genco, chairperson.

It was moved by Ms. Dominguez, seconded by Mr. Smith, to approve the items contained in the Agenda. Hearing no objection, the motion was adopted.

It was moved by Ms. Dominguez, seconded by Ms. Smith, to approve the advertising for personnel for the 2009-2010 school year. Hearing no objection, the motion was adopted.

It was moved by Ms. Smith, seconded by Ms. Dominguez, to approve the job descriptions of Computer Technician I and Computer Technician II and to add to the Salary Schedule: Computer Technician I – grade 7; Computer Technician II – grade 8 and Security Guard – grade 3. Hearing no objection, the motion was adopted.

TEACHER – REHIRE

Kim Montgomery, Title I Teacher – D.C. Reeves Elementary (position held 08-09) August 10, 2009, Substitute
Kasey Crawford, Teacher – D.C. Reeves Elementary (position held 08-09) August 10, 2009, Probationary
Sandra Spears, Teacher – O.W. Dillon Elementary (position held 08-09) August 10, 2009, Probationary

Joyce Robbins, Teacher – O.W. Dillon Elementary (position held 08-09) August 10, 2009, Probationary
Patsy Larry, 8G/Title I Teacher – O.W. Dillon Elementary (position held 08-09) August 10, 2009, Substitute
Artie Gautier, ACP Teacher – Hammond Eastside Primary (position held 08-09) August 10, 2009
Chasity Joseph, Teacher – Independence Middle (position held 08-09) August 10, 2009, Probationary
Sue Courtney, ACP Teacher – Hammond Eastside Primary (position held 08-09) August 10, 2009
Angelique Messina, Teacher – Amite Elementary (position held 08-09) August 10, 2009, Probationary
Nicole McGee, Teacher – Amite Elementary (position held 08-09) August 10, 2009, Probationary
Craig Byers, Music Teacher PK-4 – Loranger Elementary (position held 08-09) August 10, 2009, Probationary
Robin Davis, Title I Homeless Liaison – Title I Center (position held 08-09) August 10, 2009, Substitute
Lauren Fowler, Pre-K Teacher – Spring Creek Elementary (position held 08-09) August 10, 2009, Substitute
DeRoxolyn Hall, Pre-K Teacher – Spring Creek Elementary (position held 08-09) August 10, 2009, Substitute
Micki Zahn, Teacher – Loranger Elementary (position held 08-09) August 10, 2009, Probationary
Rebecca Johnson, Reading coach – Loranger Elementary (position held 08-09) August 10, 2009, Substitute
Sedley Brown, ACP K Teacher – Hammond Eastside Primary (position held 08-09) August 10, 2009
Janel Flannagan, ACP Teacher – Hammond Eastside Primary (position held 08-09) August 10, 2009
Michelle Cardaronella, ACP Teacher – Hammond Eastside Primary (position held 08-09) August 10, 2009
Jennifer Perricone, ACP Teacher – Hammond Eastside Primary (position held 08-09) August 10, 2009
Scarlett Anderson, ACP Teacher – Hammond Eastside Primary (position held 08-09) August 10, 2009
Jennifer Higgins, SPED Teacher – Amite Elementary (position held 08-09) August 10, 2009, Probationary
Amanda Goings, Teacher – Amite Elementary (position held 08-09) August 10, 2009, Probationary
Cindy Sears, Counselor – Loranger Elementary (position held 08-09) August 10, 2009, Substitute
Brandy Brecheen, Teacher – Hammond High (position held 08-09) August 10, 2009, Substitute

TEACHER – TRANSFER

Gwen Davis, From: Teacher – Loranger High, To: Teacher – Hammond High (place of Leshia Dantzler) August 10, 2009

LEAVES*RESIGNATIONS*RETIREMENTS

LEAVES

Daria Landry, Assistant Principal – Ponchatoula Junior High (extended sick leave due to illness using sick days first – August 1, 2009) April 1, 2009
Stacey Lawson, Teacher – Vinyard Elementary (extended sick leave due to surgery using sick days first – May 11, 2009) March 25, 2009
Estelle Russell, Bus Driver (extended sick leave due to surgery using sick days first – May 22, 2009) April 20, 2009
Dana McLin, Teacher – Hammond Junior High (extended sick leave due to illness using sick days first – May 22, 2009) May 7, 2009

RESIGNATIONS

Donte Moore, Computer Technician, May 29, 2009
 Lisa Zeringue, Teacher – D.C. Reeves Elementary, August 1, 2009
 Amy Roberts, Teacher – D.C. Reeves Elementary, August 1, 2009
 Arthur Barrilleaux, Teacher – Independence High, August 1, 2009
 Justin Adams, Teacher – Ponchatoula High, May 25, 2009
 Majoirie Titus, Teacher – Woodland Park ELC, August 9, 2009
 Lance Harrell, Teacher – West Side Middle, July 31, 2009
 Joshua Day, Teacher – Loranger High, August 4, 2009

RETIREMENTS

Christine Brescher, Teacher – Ponchatoula High, June 3, 2009
 Patti Duke, Teacher – Hammond Eastside Upper, May 23, 2009
 Dora Jones, Teacher – Chesbrough Elementary, September 21, 2009
 Carol Shelton, Secretary – Hammond Eastside Upper, June 6, 2009
 Brenda Dillon, Paraprofessional – Hammond Junior High, July 19, 2009

It was moved by Mr. Genco, seconded by Ms. Bailey-Simmons, to accept the Memorandum of Understanding (MOU) for Northwood High for 2009-2010. The motion passed from the following roll call vote:

YEAS: Rose Dominguez, Sonya Traylor, Eric Dangerfield, Ann Smith,
 Danny Ridgel, Robert Potts, Sandra Bailey-Simmons, Al Link and
 Leonard Genco
 NAYS: None
 ABSTAIN: None

STATE OF LOUISIANA DEPARTMENT OF EDUCATION MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Louisiana Department of Education's Recovery School District (RSD) and the Tangipahoa Parish School Board for the program entitled AUS 4 Support and Intervention, under the following terms and conditions.

1. Background

Pursuant to La. R.S. 17:10.5, an elementary or secondary school operating under the jurisdiction and direction of a local public school board which is *academically unacceptable* under a uniform statewide program of school accountability for four consecutive years shall be removed from the jurisdiction of the local school board and transferred to the jurisdiction of the Recovery School District. Northwood High School, a school operated by the Tangipahoa Parish School Board, meets these criteria.

This MOU provides an outline of a structure, agreed upon by Tangipahoa Parish School Board and RSD, whereby the school will remain within the Tangipahoa School District rather than being transferred to the Recovery School District. This structure includes an intensive program designed to improve academic outcomes in the school to the point that the school is no longer designated *academically unacceptable*.

2. Liaison Officials

The primary Point of Contact for RSD who shall function as the lead liaison for all implementation of services described in the Memorandum of Understanding (MOU) agreement is:

LaVonne Sheffield Recovery School District - Louisiana Louisiana Department of Education Post
 Office Box 94064 Baton Rouge, Louisiana 70804-9064 lavonne.sheffield@rsdla.net Telephone:
 (225) 342-0716

The primary Point of Contact for the Tangipahoa Parish School Board who shall function as the

lead liaison regarding implementation of services described in the MOU is:

Mark Kolwe, Superintendent Tangipahoa Parish School Board 59656 Puleston Road Amite,
LA 70422 Mark.kolwe@tangischools.org Telephone: (985) 748-7153

They will serve as the contacts for fiscal and budgetary matters, programmatic matters, daily program operations, service delivery operations, and program monitoring.

3. Goals and Objectives

The goal of this MOU is to provide a structure for an intensive program designed to improve academic outcomes in the school to the point that the school is no longer designated *academically unacceptable*. Under this structure, Northwood High School will remain within the Tangipahoa School District, the Tangipahoa Parish School Board will be responsible for implementing specified interventions, and RSD will provide support to Tangipahoa School District to reach this goal.

4. Funding Agreement, Conditions, Payment Terms, and Administrative Allocations

Tangipahoa School District will reimburse to the RSD all actual costs incurred because of monitoring, support, interventions, and other related costs which include but are not limited to Quality Reviews, scheduled visits by State Management Teams, preparation and regular reporting to the Tangipahoa Parish School Board and the State Board of Elementary and Secondary Education (BESE), and all other costs incurred by RSD because of the MOU, with said costs not to exceed the amounts described in Paragraph five (5) of this MOU and in Appendix A attached hereto. RSD is not obligated to make payments to Tangipahoa School District for any costs pursuant to this MOU.

5. Responsibilities

A. Recovery School District:

- RSD will provide to Northwood High School a School Turnaround Team that will conduct regular reviews, provide coaching and guidance to school leadership, and issue regular reports on school progress to Mark Kolwe, Tangipahoa Parish School Board, and BESE.
- RSD will provide a written response to any plan amendments proposed by Tangipahoa Parish School Board within thirty (30) days of receiving them.
- RSD may provide additional support as indicated in the School Progress Plan (SPP) included as Appendix A.

B. Tangipahoa Parish School Board:

- Tangipahoa School District will fully implement the School Progress Plan (SPP) included as Appendix A. In instances where the SPP is in conflict with provisions of an existing School Improvement Plan (SIP) or Reconstitution Plan, the SPP supersedes said provisions of the existing School Improvement Plan or Reconstitution Plan for Northwood High School. The SPP shall not be construed as rescinding portions of a SIP or Reconstitution Plan that are not in direct conflict with it.
- Northwood High School must retain its original identity, including school name and grades served, for programs combined in this process.
- The provisions of this MOU do not abridge or contravene the authority of the Tangipahoa School District to establish attendance zones for schools in accordance with federal court orders, judgments, or consent decrees.
- RSD scope of oversight
 - Tangipahoa School District will submit to RSD rules for determining eligibility for attendance at the school, including attendance zone, feeder schools, hardship waivers and magnet programs. Any revisions must be approved by RSD.
 - Tangipahoa School District agrees to consult with RSD concerning the implementation of interventions in the school's feeder schools under the district's jurisdiction.

- Tangipahoa School District must submit proposed revisions to the SPP to RSD. Any revisions must be approved by the RSD.
- Tangipahoa School District must consult with RSD to assure that the Scope of Services in contracts for academic services to the school align with the goals and standards of the SPP.
- Tangipahoa School District will seek input from RSD regarding the selection of applicants for teaching and administrative positions.
- Tangipahoa School District will seek input from RSD regarding the site selection of teachers and administrators.
- School funding
 - Tangipahoa School District will fully fund the programs required in the SPP.
 - Tangipahoa School District will fund administrative costs of the RSD in the amount of: 2009-2010: \$20,100 per school 2010-2011: \$19,900 per school 2011-2012: \$19,400 per school
 - Tangipahoa School District will seek guidance from RSD regarding the alignment of the district's funds with their SPP and other agreed to practices.
 - Tangipahoa School District will provide the school with all entitlement and competitive funding generated by the school and its students, including but not limited to all *No Child Left Behind* (NCLB) programs and IDEA.
- Information reporting to RSD
 - Tangipahoa School District will extract and report diagnostic data directly to the RSD in substance, format, and intervals established by the RSD, in addition to the data reported to the RSD as required by all LEAs. These data shall include but are not limited to interim assessments, student and teacher attendance rates, and student suspension and expulsion totals.

6. Termination for Convenience

RSD may, with BESE approval, terminate this MOU at any time by giving thirty (30) days written notice to the Tangipahoa School Board.

7. Termination for Cause

RSD may, with BESE approval, terminate the Agreement at any time, for cause, based upon the failure by the Tangipahoa School District to comply with the terms and/or conditions of the MOU; provided that written notification is provided by the RSD Superintendent to Tangipahoa School District specifying such failure and provided that, within thirty (30) days of receiving such notice, the Tangipahoa School District has not corrected such failure to the satisfaction of the RSD. Tangipahoa School District agrees that its failure to comply with the School Progress Plan as approved may be grounds for the RSD to immediately terminate the MOU. Upon such a termination, Tangipahoa School District agrees to immediate placement into the Recovery School District.

8. Assignment

Tangipahoa School District shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of RSD. This provision shall not be construed to prohibit Tangipahoa School District from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to RSD.

9. Right to Audit

It is hereby agreed that the Tangipahoa Parish School Board's auditors, RSD's Internal Auditors, the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration's auditors, and/or other auditors representing State or Federal government shall have the option of auditing all accounts or records of the parties which relate to this Agreement. All

copies of audits must be forwarded to the Tangipahoa Parish School Board's Internal Auditors and RSD's Internal Audit Section.

10. Execution

This MOU shall begin on **July 1, 2009**, and shall terminate on **June 30, 2012**. The RSD has the right to extend this MOU for three years with the concurrence of the district.

11. Discrimination Clause

The parties agree to abide by the requirements of the following as applicable:

- ○ *Title VI and VII of the Civil Rights Act of 1964*, as amended by the *Equal Opportunity Act of 1972*
- ○ *Federal Executive Order 11246*
- ○ *Federal Rehabilitation Act of 1973*, as amended
- ○ *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
- ○ *Title IX of the Education Amendments of 1972*
- ○ *Age Act of 1975*
- ○ *Americans with Disabilities Act of 1990*

The parties agree not to discriminate in their employment practices, and will render services under this MOU without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this MOU.

12. Compliance Statement

The RSD's designated Contract Monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable Federal and State laws and regulations and the BESE's policies. The designated Monitor is aware that he/she is subject to disciplinary or appropriate legal action if his/her assurance is knowingly in violation of public laws or the BESE's policies.

13. Debarment and Suspension Clause

Tangipahoa School District hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

14. Confidentiality

This contract is entered into by the parties in accordance with the provisions of the *Family Educational Rights and Privacy Act*, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the *Individuals with Disabilities Education Act*, 20 U.S.C. Section 1400, et seq., (IDEA). The parties hereby acknowledge that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. The parties agree not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by Form E law. The parties agree to the return of all documents deemed confidential pursuant to FERPA and/or IDEA to RSD at the conclusion of this contract.

15. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between RSD and the Tangipahoa Parish School Board arising out of, or related to, this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

16. ENTIRE AGREEMENT

This MOU, (together with any addenda, appendix, or exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2009.

State Agency Signatures

Board of Elementary and Secondary Education

Beth Scioneaux, Deputy Superintendent for
Management and Finance

Ollie S. Tyler Deputy Superintendent of Education

Paul G. Pastorek State Superintendent of Education

WITNESSES' SIGNATURES Tangipahoa Parish School Board

Mark Kolwe, Superintendent Date

Board President Date

Telephone: _____

Chief Academic Officer Stilley gave an update on the 2009 Spring Testing results.

There was no Public Input.

It was moved by Mr. Genco, seconded by Mr. Dangerfield, to enter into Executive Session to discuss the cases of Joyce M. Moore vs. TPSB and Linda Honor vs. TPSB, et al. Hearing no objection, the motion was adopted.

The Board entered Executive Session.

The Board returned to Open Session.

There was no action in the Joyce M. Moore vs. TPSB case.

It was moved by Mr. Genco, seconded by Mr. Potts, to accept the attorney's recommendation in the Linda Honor vs. TPSB, et al case. Hearing no objection, the motion was adopted

There being no further business, the meeting was adjourned. (7:11 p.m.)

Respectfully submitted,

Danny Ridgel
Board President

Mark Kolwe, Secretary-Treasurer

Recorded by: Cynthia Jenkins, June 2, 2009