

TANGIPAHOA PARISH SCHOOL BOARD PROCEEDINGS

May 3, 2005

The Tangipahoa Parish School Board met in regular session on Tuesday, April 19, 2005, at 6:30 p.m., in the School Board Meeting Room, School Board Office, 59656 Puleston Road, Amite, Louisiana, with President Leonard “Tank” Genco, Presiding.

MEMBERS PRESENT: Leonard “Tank” Genco, Al Link, Robert Caves, Carl Bardwell, Jimmy A. Richardson, I, Donnie Williams, Robert Potts, and Sandra Bailey-Simmons

MEMBERS ABSENT: Maxine Dixon

Christian Bailey, student – Vinyard Elementary School, led the Pledge of Allegiance, and read, “I am your Flag.” The Vinyard Elementary School Choir sang several patriotic songs.

It was moved by Mr. Richardson, seconded by Mr. Potts, to approve the Board Minutes of April 19, 2005, as distributed. Hearing no objection, the motion was adopted.

A representative for Senator David Vitter read the following resolution in support of prayer before school board meetings.

109TH CONGRESS

1ST SESSION

S. RES. 132

Expressing support for prayer at school board meetings.

IN THE SENATE OF THE UNITED STATES

Mr. VITTER (for himself, Mr. COBURN, and Mr. DEMINT) submitted the following resolution; which was referred to the Committee on

RESOLUTION

Expressing support for prayer at school board meetings

Whereas the freedom to practice religion and to express religious thought is acknowledged to be a fundamental and unalienable right belonging to all individuals;

Whereas the United States was founded on the principle of freedom of religion and not freedom from religion;

Whereas the framers intended that the First Amendment would prohibit the Federal Government from enacting any law that favors one religious denomination over another, not prohibit any mention of religion or reference to God in civic dialog;

Whereas in 1983, the United States Supreme Court held in *Marsh v. Chambers*, 463 U.S. 783, that the practice of opening legislative sessions with prayer has become part of the fabric of our society and to invoke divine guidance on a public body entrusted with making the laws is not a violation of the Establishment Clause, but rather is simply a tolerable acknowledgment of beliefs widely held among the people of this Nation;

Whereas voluntary prayer in elected bodies should not be limited to prayer in State legislatures and Congress;

Whereas school boards are deliberative bodies of adults similar to a legislature in that they are elected by the people, act in the public interest, and are open to the public for voluntary attendance; and

Whereas voluntary prayer by an elected body should be protected under law and encouraged in society because voluntary prayer has become a part of the fabric of our society, voluntary prayer acknowledges beliefs widely held among the people of this Nation, and the

Supreme Court has held that it is not a violation of the Establishment Clause for a public body to invoke divine guidance: Now, therefore, be it

- 1 *Resolved*, That the Senate--
- 2 (1) recognizes that prayer before school board
- 3 meetings is a protected act in accordance with the
- 4 fundamental principles upon which the
- 5 Nation was founded; and
- 6 (2) expresses support for the practice of prayer
- 7 at the beginning of school board meetings.

Mrs. Bailey-Simmons recognized the recipients of the "Jake Bailey Above and Beyond" Award – Mr. Charles Hines, Custodian – Vinyard Elementary School, and Mrs. Dee Kellum, Parent Volunteer – Loranger Middle School.

Mr. Lee Gray spoke in public input regarding offering the Bible Curriculum Course in Tangipahoa Parish Schools.

Assistant Superintendent Thomas Bellavia gave the Board an update on the status of the Bible Curriculum Course.

Rev. Louis Husser, Mr. Kurt Vosbury, and Mr. Jeff McKneely, spoke in public input regarding adding the Alliance Defense Fund as co-counsel in the case of John Doe vs. TPSS.

It was moved by Mr. Richardson, seconded by Mr. Williams, to enter Executive Session to discuss adding the Alliance Defense Fund as co-counsel in the case of John Doe vs. Tangipahoa Parish School System. Hearing no objection, the motion was adopted.

The Board entered Executive Session.

The Board returned to Open Session.

It was moved by Mrs. Bailey-Simmons, seconded by Mr. Richardson, to request that AIG Domestic Claims, Inc., reconsider their decision and allow the Alliance Defense Fund to serve as co-counsel in the case of John Doe vs. Tangipahoa Parish School System.

A roll call vote on the motion resulted in its adoption, with eight (8) yeas, and one (1) absent, as follows: YEAS: Leonard "Tank" Genco, Jimmy Richardson, I, Donnie Williams Robert Potts, and Al Link, Robert Caves, Sandra Bailey-Simmons, and Carl Bardwell, ABSENT: Maxine Dixon.

Mrs. Sandra Bailey-Simmons spoke to the Board regarding some of the highlights of the NSBA Convention.

It was moved by Mr. Link, seconded by Mrs. Bailey-Simmons, to approve the resolution giving the Superintendent and the Board President authority to sign the Investment Management Agreement with Hancock Bank. Hearing no objection, the motion was adopted with Ms. Dixon absent.

INVESTMENT MANAGEMENT AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIS AGREEMENT is made and entered into by and between TANGIPAHOA PARISH SCHOOL SYSTEM (hereinafter, the "Owner") and HANCOCK BANK OF LOUISIANA, Baton Rouge, Louisiana (hereinafter, the "Bank").

Whereas, the Owner requests the Bank to open and maintain an Investment Management Account (hereinafter, the "Account") on its books in the Owner's name and to act as the Owner's agent to render those services specified herein; and

Whereas, the Bank desires to open and maintain such an Account, serve in that capacity and render those services, all upon the terms and conditions as set forth below.

Now, therefore, in consideration of the premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and Bank hereby agree as follows:

1. Securities -Transfer, Withdrawal, and Distributions.

a. The Owner shall initially transfer to the Bank and the Bank shall receive that cash and those stocks, bonds and other securities described in Exhibit A, attached hereto and made a part hereof. With the Bank's consent, the Owner may thereafter transfer additional cash, stocks, bonds and other securities to be held by the Bank under the terms hereof. Such cash, stocks, bonds and other securities, including proceeds thereof and income earned thereon, comprising the Account shall be hereinafter referred to as the "Securities."

b. The Owner may withdraw any or all of the unencumbered Securities at any time, and the Bank shall transfer or pay to the Owner or to the Owner's order so much of the principal or income as the Owner may direct.

2. Investment Management Services.

a. The Bank shall hold the Securities comprising the Account and shall collect and receive the interest, dividends and other income earned thereon, less all expenses of administration. While holding such Securities, until otherwise directed by the Owner, the Owner specifically authorizes the Bank to undertake the following in a manner consistent with the Owner's investment objectives and guidelines as provided to the Bank in writing and attached hereto and made a part hereof as Exhibit B, as amended from time to time, to wit:

- i. Purchase, hold, sell, exchange, or otherwise dispose of any Securities and reinvest the proceeds of such sale or exchange.
- ii. Vote any Securities and execute proxies for such purpose.
- iii. Execute all declarations, affidavits, and certificates of ownership, now or hereafter required, with respect to all coupons, registered interest, dividends, or other income on any Securities, payments of principal, and redemption of any of the Securities, or otherwise required in exercising rights incidental to the ownership of any of the Securities" inserting thereon the Owner's name as the owner of the Security, and to disclose the identity of Owner to companies of which the Owner may be a bondholder or stockholder from time to time, or to their agents, upon request, without further consent from the Owner.

b. The Securities will be managed in accordance with all national, local and state law and mandates.

c. The Bank is responsible for keeping the Owner's Investment Committee informed on all material matters pertaining to the Owner's investment policies and its management of the Securities, including, but not limited to:

- i. Investment strategy;
- ii. Portfolio structure;
- iii. Ownership;
- iv. Organizational structure;
- v. Financial condition; and
- vi. Professional staff.

d. It is understood that the income and proceeds (including capital gains) from the sale of Securities in this account shall be reinvested or held for reinvestment by the

Bank without further instructions from the Owner. The Owner may at any time change the instructions contained in this sub-paragraph with notice to the Bank.

e. The Bank is authorized in the discharge of its powers and duties hereunder to consult and retain counsel agreed to by the Owner, whenever the Bank deems it reasonably necessary, and engage in any action, suit, or proceeding affecting the Account, or any part thereof, and to pay such counsel reasonable compensation, for which the Bank shall be entitled to reimbursement from the Account. The Bank shall not, however, be under any obligation to defend or engage proceedings in respect to the Account unless the Bank is fully indemnified to its satisfaction.

f. The Bank's responsibility under this Agreement is limited to duties specified herein and to the faithful observance of due care and diligence in acting pursuant to this Agreement.

g. Under this Agreement, the Bank serves as the Owner's agent and not as a trustee, and the Bank shall not have the liabilities or responsibilities of a trustee.

3. Administrative Provisions.

a. The Bank shall not be required to furnish the Owner proxies for securities that the Bank holds in its name or those held in the name of the Bank's nominee and the Bank shall have the authority to vote such proxies for securities so held.

b. The Owner agrees to be responsible for all expenses, taxes, or other charges, or liabilities incurred by the Bank in connection with the Account, and the Bank is hereby authorized to charge this Account accordingly.

c. The Bank shall furnish the Owner at monthly intervals with a statement of account showing all income and principal received or disbursed by it during the period covered thereby and an inventory of all securities held at the time by it hereunder. In addition, the Bank shall furnish reports to the Owner as follows:

- i. Monthly - including actual trade market value, Account activity report, and brokerage and third party commissions.
- ii. Quarterly - including portfolio characteristics and market outlook (narrative).
- iii. Annually - As required by the Owner's Investment Committee.

d. Any instructions, directions or notices to be given by the Owner as provided by this instrument shall be in writing executed by the Owner or verbally with subsequent written confirmation by the Owner. The Owner expressly authorizes the Bank to act upon verbal messages received by the Bank purporting to be sent by the Owner or by any duly authorized agent of the Owner. The Owner hereby authorizes the Bank to recognize and give effect to such verbal messages without requiring the Bank to take any measures to confirm the (i) identity of the purported Owner or his, her or it's agent or (ii) the authority of the purported agent to act upon the Owner's behalf. The Owner assumes all risk that may result from any action taken by the Bank in good faith reliance on such verbal communications.

e. The Owner and not the Bank shall be responsible for monies or securities paid or delivered to any broker or other person upon directions from the Owner.

f. In addition, the Bank shall have the following authority and corresponding powers:

- i. Approve, adopt, or join in any plan or agreement of reorganization, consolidation, merger, sale of the assets, or any other action of any corporation, the Securities of which shall constitute a part of the Account.

- ii. Exercise all conversion privileges, options, and rights to subscribe for additional stock or other securities, or both.
- iii. Exercise all rights, powers, options, privileges, and other powers incidental to the ownership of the Securities comprising the Account as may be exercised by any person owning such Securities in his, her or its own right.
- iv. Hold any Securities in negotiable or unregistered form or cause any of the Securities to be registered in the name of the Owner, in the name of the Bank as agent, in the name of the Bank individually (without disclosing the Bank relationship), or in the manner of a nominee of the Bank.
- v. Collect interest, dividends, and other forms of income from the Securities, and collect the principal of any of the Securities having a maturity date.

g. The Bank is hereby authorized and directed to execute and deliver, for and on behalf of the Owner, in the Owner's name, any certificates of ownership or other similar documents which are or may be required by and laws of the United States or any state.

h. The Bank may employ and compensate out of the Account such accountants, brokers, attorneys, and other assistants and advisors deemed by it to be necessary in the administration of this Account and to pay all necessary expenses of administering this Account.

4. Mutual Fund Investments. Expenses and Disclosures.

a. The Owner hereby grants the Bank authority to invest Securities in a mutual fund for which the Bank or an affiliate of the Bank provides services for compensation ("Bank Mutual Fund"), including without limitation services as investment adviser, custodian, transfer agent, registrar, administrator, sponsor, manager, or otherwise, and to redeem Securities from such Bank Mutual Fund, without limitations.

b. In furtherance of the foregoing, the Owner hereby authorizes the Bank to do anything that it deems necessary, appropriate, or advisable, including, without limitation, regarding the investment of Securities in a Bank Mutual Fund, including, but not limited to, the submission of instructions to the custodian of the account (if other than the Bank) and the selection of brokers or dealers.

c. The Owner acknowledges to the Bank that the Owner understands that investments in any such Bank Mutual Fund are not obligations, deposits, or accounts (trust or otherwise) of, or guaranteed or endorsed by, the Bank or any of its affiliates, or any other bank, and are not insured by the Federal Deposit Insurance Corporation, or any other government agency. The Owner further acknowledges to the Bank that the Owner understands that any such investment in the Bank Mutual Fund involves risks, including possible loss of principal.

d. The Owner hereby consents to, authorizes and agrees to (i) the payment of fees by the Bank Mutual Fund to the Bank for its services to the Bank Mutual Fund (custodial fees, investment advisory fees and other fees shall be paid to the Bank by the Bank Mutual Fund as stated in the appropriate Bank Mutual Fund prospectus); (ii) the Bank's retention of such fees; and (iii) the extent that the Bank has investment discretion, the transfer of investments for the Account(s) between funds with the Bank Mutual Fund complex at the Bank's discretion.

5. Prohibited Transactions. The following transactions are expressly prohibited:

- a. Any transactions not authorized by the Owner's investment objectives and guidelines set forth on Exhibit B, as amended from time to time.
- b. The purchase of securities on margin.
- c. Direct purchases of single family or commercial mortgages.

d. The short sale of securities.

6. Compensation. The Bank shall be entitled to receive compensation for its services under this Agreement as set forth in the attached fee schedule, Exhibit C. The Bank reserves the right to amend its fee schedule from time to time. In addition the Bank shall be reimbursed for any extraordinary expenses, including counsel fees, incurred by it. Such fees and expenses may be charged against the Account.

7. Termination.

a. The Owner reserves unto itself the full right and power to revoke and determinate this Agreement at any time by giving written notice thereof to the Bank. The Bank may terminate this Agreement by giving thirty (30) days written notice to the Owner.

b. Unless sooner terminated as provided in subparagraph (a) of this paragraph, this Agreement shall cease and teffillinate upon the dissolution of the Owner. However, the Bank shall not suffer any loss or liability in acting under this Agreement after the Owner's dissolution, but prior to the Bank's receipt of actual notice thereof.

c. As soon as it can conveniently do so after the termination of this Agreement, the Bank, after deducting all costs of administration which have or will accrue through termination, shall pay over and deliver to the Owner all unencumbered Securities, including any and all accumulated income, only upon the execution and delivery to it of an appropriate receipt therefore and the Bank shall thereafter be relieved from any and all responsibility hereunder.

8. Physical Loss of Securities. The Bank is obligated to indemnify owner for any physical loss of securities of Owner held by the Bank due to negligence or dishonesty by employees of the Bank, or due to burglary, robbery, holdup, theft, or mysterious disappearance, including loss by damage or destruction. In the event there is a physical loss of securities for which the Bank is obligated to indemnify the Owner, the securities shall be promptly replaced or the value of the securities and the value of any loss of rights or privileges resulting from said loss shall be promptly replaced.

The above statements refer only to actual physical loss of securities in possession of the Bank for the benefit of the Owner. A change in the value of securities due to market conditions, which may result in a loss of value, does not fall under the terms of the two statements above. Owner acknowledges that fluctuations in value of the securities could occur, and understands that the value of securities can increase or decrease.

9. Miscellaneous.

a. Notices or written requests given under this Agreement shall be delivered personally or via United States mail or via facsimile as follows:

If to Owner at: Tangipahoa Parish School System

Fax:() _____

If to Bank at: Hancock Bank of Louisiana
Trust & Financial Services Group
Post Office Box 591
Baton Rouge, LA 70821
Fax: (225) 248-7469

b. This Agreement shall be governed by the laws of the State of Louisiana. Should any dispute arise under this Agreement and require judicial resolution, then such actions shall be brought before a court of competent jurisdiction.

10. Special Agreement or Instructions:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2005.

WITNESSES:

OWNER: TANGIPAHOA PARISH SCHOOL SYSTEM

BY:

LOUIS L. JOSEPH
ITS: SUPERINTENDENT

LEONARD "TANK" GENCO
ITS: BOARD PRESIDENT

EXHIBIT A

To

INVESTMENT MANAGEMENT AGREEMENT

between

HANCOCK BANK OF LOUISIANA, ("The Bank")

and

TANGIPAHOA PARISH SCHOOL SYSTEM, ("The Owner")

dated _____, 2005.

Acknowledged:

OWNER:
TANGIPAHOA PARISH SCHOOL DISTRICT
By:

Louis L. Joseph,
Superintendent

Leonard "Tank" Genco,
Board President

Hancock Bank of Louisiana
By:

Jacqueline A. Wilson, C.T.F.A.
Vice President & Trust Officer

Exhibit B

Tangipahoa Parish School System

Statement of Investment Objectives, Policy, and Guidelines

**Statement of Investment Objectives,
Policy, and Guidelines**

PREAMBLE

In accordance with the provision of R.S. 33:2955(D) the **Tangipahoa Parish School System** hereby adopts this Statement of Investment Objectives, Policy, and Guidelines.

This statement has been selected by the Tangipahoa Parish School System as the most appropriate policy for achieving the financial objectives as set forth in the Investments Objectives section of this document.

The **Tangipahoa Parish School System** shall operate under the "Prudent Person" rule, exercising judgment and care, under the circumstances prevailing, which people of ordinary prudence would employ in the management of their own affairs -not in regard to speculation, but as to the permanent disposition of their funds, considering both income and safety of capital

The assets of the **Tangipahoa Parish School System** shall be held in trust by the fiduciary (fiduciaries) designated by the **Tangipahoa Parish School System**.

This policy is not intended to remain static. Normally, the **Tangipahoa Parish School System** will review this policy at least annually and, if deemed advisable, recommend changes. Recommendations from outside professionals leading to improvements in policies, procedures, and operations are always welcome.

INVESTMENT POLICY

The **Tangipahoa Parish School System** seeks to establish an investment policy which balances the long-term objective of maintaining the purchasing power of the district's assets with the goal of providing a reasonable, predictable, stable, and sustainable level of spendable revenue to support current and future needs.

INVESTMENT OBJECTIVE

The primary investment objective of the **Tangipahoa Parish School System** is to ensure that current and future obligations are adequately funded in a cost effective manner. The goals of this investment policy shall be (1) safety of principal, (2) liquidity, and (3) yield.

Preservation of capital and the realization of sufficient total return to ensure the ongoing financial integrity of the funds are essential. Preservation of capital encompasses two goals:

- Managing the risk of loss of principal for the fund as a whole.
- Managing the erosion of principal value through inflation.

The **Tangipahoa Parish School System** prohibits the use of any financial derivative investments. For purposes of this policy, "derivative" means any financial instrument created from or whose value depends on the value of one or more underlying assets or indexes of asset value.

RESPONSIBILITY

Responsibilities of the Tangipahoa Parish School System:

The **Tangipahoa Parish School System** recognizes its responsibility to insure that the assets of the district are managed:

- for the exclusive interest of the **Tangipahoa Parish School System** and
- effectively and prudently, in full compliance with laws and principles that govern municipal investing.

The investment of funds shall be managed by the **Tangipahoa Parish School System** and may be accomplished by the selection of an outside investment manager. The investment manager selection must be approved by the **Tangipahoa Parish School System**. The investment manager must acknowledge in writing their obligations as a fiduciary responsible for the investment of the **Tangipahoa Parish School System** assets.

A prospective investment manager shall be a registered investment advisor with the Securities and Exchange Commission under the Investment Act of 1940 or bank trust department regulated by the Federal Deposit Insurance Corporation.

The **Tangipahoa Parish School System** may elect to delegate investment management oversight responsibilities directly to an investment committee.

Responsibilities of the Investment Committee

- developing a sound and consistent investment policy;
- developing a sound and consistent investment policy statement;
- establishing appropriate investment objectives;
- monitoring and, evaluating performance.

Responsibilities of the Investment Manager

- The assets of the **Tangipahoa Parish School System** will be managed in accordance with the Statement of Investment Objectives, Policy, and Guidelines expressed herein.
- The assets of the **Tangipahoa Parish School System** will be managed in accordance with all local and state mandates.
- The Investment Manager will exercise complete investment discretion over the assets in accordance with this Statement of Investment Objectives, Policy, and Guidelines.
- The Investment Manager is responsible for keeping the Investment Committee informed on all material matters pertaining to its own investment policies and its management of the assets, including, but not limited to: '
 - a. Investment strategy
 - b. Portfolio structure
 - c. Ownership
 - d. Organizational structure
 - e. Financial condition
 - f. Professional staff.

SECURITY GUIDELINES

The assets of the **Tangipahoa Parish School System** shall be invested, as provided in R.S. 33:2955(A)(I), as amended, in the following:

1. Direct U.S. Treasury obligations, the principal and interest of which are fully guaranteed by the U.S. government.
2. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by federal agencies and provided such obligations are backed by the full faith and credit of the U.S., including the U.S. Export Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration Debentures, General Services Administration, Government National Mortgage Association (guaranteed mortgage-backed bonds and guaranteed pass-through obligations), U.S. Maritime Administration (guaranteed Title XI financing), and U.S. Department of Housing and Urban Development.

3. Bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by U.S. government instrumentalities, which are federally sponsored, including Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Student Loan Marketing Association, and Resolution Funding Corporation.
4. Direct security repurchase agreements of any federal bank entry only securities enumerated in paragraphs (1) through (3) above. "Direct security repurchase agreement" means an agreement under which the political subdivision buy, holds for a specified time, and then sells back those securities and obligations enumerated in paragraphs (1) through (3).
5. Time certificates of deposit of state banks organized under the laws of Louisiana, or national banks having their principal offices in the state of Louisiana, savings accounts or shares of savings and loan associations and savings banks, or share accounts and share certificates accounts of federally or state chartered credit unions issuing time certificates of deposit shall not less than fifty basis points below the prevailing market interest rate on direct obligations of the U.S. Treasury with a similar length of maturity. Funds invested in accordance with this paragraph shall not exceed at anyone time the amount insured by the Federal Deposit Insurance Corporation in anyone bank, or in anyone savings and loan association, or by the National Credit Union Administration in anyone credit union, unless the uninsured portion is collateralized by the pledge of securities in the manner provided in R.S. 39:1221.
6. Mutual or trust fund institutions which are registered with the Securities and Exchange Commission under the Securities Act of 1933 and the Investment Act of 1940, and which have underlying investments consisting solely of and limited to securities of the U.S. government or its agencies.

Cash and cash equivalents are comprised of daily cash balances above the day-to-day needs and funds set aside for portfolio strategy reasons. Short term investments of cash and cash equivalents may be placed in:

1. Obligations of the U.S. Treasury, federal agencies, or U.S. government instrumentalities (as provided herein) with maturities of less than 2 years.
2. Time certificates of deposit, as provided herein.
3. Money market mutual funds, as provided herein.
4. The Louisiana Asset Management Pool, Inc. as provided in Op. Atty. Gen. 94-186.

Maximum maturity of any individual security is limited to 4 years.

The weighted average maturity of the portfolio shall not exceed 3 years.

PROHIBITED TRANSACTIONS

The following transactions are expressly prohibited:

- Any transactions not authorized by this policy.
- The purchase of securities on margin.
- Direct purchases of single family or commercial mortgages
- The short sale of securities.
- Derivative Investment securities

REPORTING REQUIREMENTS

The investment manager is required to provide reports to the **Tangipahoa Parish School System** as follows:

1. Monthly - including actual trade market value, investment manager account activity report, and brokerage and third party commissions (if any).
2. Quarterly - including portfolio characteristics, performance and market outlook.

Performance to be covered in the Quarterly Report will include:

- Performance for the past periods; standard time periods for each report will be last quarter, year to date, latest 12 months, 3 years, and since inception. Returns should be annualized and calculated on a time weighted basis for the total portfolio.

INVESTMENT REVIEW

Investment performance will be monitored by the investment committee quarterly. Analysis of performance will be within the context of the prevailing investment environment, internal constraints, and the Investment Manager's particular investment style. Failure of an outside investment manager to comply with investment policies and guidelines stated herein will be grounds for the **Tangipahoa Parish School System** to terminate the investment under review.

EXHIBIT C

Fee Schedule

Administration of Tangipahoa Parish School System Investment Management Account Annual Fee Schedule

Compensation

Charge on Market Value of Portfolio

- First \$10 million 25 Basis Points
- Next \$25 million 15 Basis Points
- Next \$15 million 20 Basis Points
- Next \$50 million 10 Basis Points
- Over \$100 million Negotiated

- \$5,000 Minimum Account Administration Fee

The fees shown in this schedule are representative of charges appropriate under typical circumstances. Fees listed do not include counsel fees or out-of-pocket disbursements.

Fees will be pro-rated and assessed on a monthly basis.

It was moved by Mr. Caves, seconded by Mrs. Bardwell, that the recommendations for renewal of administrative contracts be approved. Hearing no objection, the motion was adopted, with Ms. Dixon absent.

Two Year Contract:

1. Darrell Fairburn, Supervisor of Personnel
2. Thomas Bellavia, Assistant Superintendent
3. Lawrence Thompson, Coordinator of Pupil Services
4. Ann Smith, Coordinator of Pupil Services
5. Deborah Forshag, Director of Federal Programs
6. Karen Ellis, Tangipahoa F.I.R.S.T. Program Administrator
7. Patricia Williams, Administrative Coordinator of Staff Development
8. Diane Vaccaro, Supervisor of Special Education
9. Paulette Walkwitz, Supervisor of Curriculum/Instruction
10. Victoria Ott, Supervisor of Curriculum/Instruction
11. Joanna Newman, Supervisor of Curriculum/Instruction
12. Ginger Francois, Principal, Kentwood High School
13. Jim Reeves, Coordinator of Adult Education
14. Daniel Keen, Coordinator of Career & Technical Education
15. Jan Williams, Principal, Hammond Jr. High School
16. Gwen Myers, Principal, Hammond High School
17. Deborah Browning, Principal, Loranger Elementary School
18. Theresa Domiano, Principal, Hammond Westside Primary School
19. Glenda O'Banion, Principal, Hammond Eastside Primary School
20. Wanda Recile, Principal, Independence Elementary School

21. Billie Theriot, Principal, Loranger High School
22. Carolyn Roman, Principal, Roseland Elementary School
23. JoAnn Whitmer, Principal, Natalbany Elementary School
24. Dale Brouillette, Principal TPSS P.M. High School
25. Brenda Johnson (sab.), Principal, Hammond Westside Upper Elementary School
26. Danny Williams, Principal, Tucker Elementary School
27. Anthony Sciortino, Principal, Champ Cooper Elementary School
28. Cynthia Foster, Principal, Ponchatoula High School
29. Bruce Bankston, Principal, Hammond Eastside Upper Elementary School
30. Victor Bender, Principal, Ponchatoula Jr. High School
31. Dianne Richardson, Assistant Principal, Ponchatoula High School
32. Mary Ann Correjollles, Administrative Assistant, Hammond Eastside Primary School
33. Danny Strickland, Assistant Principal, Ponchatoula High School
34. Tommie Robertson, Assistant Principal, Hammond High School
35. Marlin Lambert, Assistant Principal, Hammond High School
36. Daria Landry, Assistant Principal, Ponchatoula Jr. High School
37. Lillie Johnson, Assistant Principal, Independence Elementary School
38. Reginald Elzy (sab.), Assistant Principal, Natalbany Elementary School
39. Rhonda Vaccaro, Assistant Principal, Midway Elementary
40. Cindy Williams, Assistant Principal, Independence High School
41. Mary Stilley, Assistant Principal, Champ Cooper Elementary School
42. Lucille Morris, Assistant Principal, Amite High School

One Year Contract:

1. Malcolm Mizell, Principal – Independence Middle School

It was moved by Mr. Link, seconded by Mr. Bardwell, to approve the Personnel Committee Report and Addendum #1 with the exception of Addendum #1, Item #3, Line item #1 (Rebecca St. Cyr – resignation). Hearing no objection, the motion was adopted. Following is the report as approved.

1. SCHOOL FOOD SERVICE - NEW HIRE

Rhonda Blackwell, School Food Service – Ponchatoula Jr. High – 5 hours, effective May 2, 2005

2. *LEAVES*RESIGNATIONS*RETIREMENTS

LEAVES:

Amber Babin, Teacher – Hammond High, (Extended Sick Leave using sick days first due to surgery – May 30, 2005), effective May 11, 2005

RESIGNATIONS:

Robert Haynes, Custodian – Hammond Westside Primary, effective April 13, 2005

Erin Casey, Teacher – Perrin Early Learning Center, effective August 1, 2005

Nikki Grimes, Teacher – Independence Middle, effective August 1, 2005

RETIREMENTS:

George S. Covington, Principal – Amite High School, effective July 1, 2005

ADDENDUM #1

1. TEACHER – NEW HIRE

Tammy Mabile, Teacher – Loranger High, effective August 15, 2005, Substitute

2. TEACHER - REHIRE

Susan Brashear, Kindergarten Teacher – Loranger Elementary, effective August 15, 2005, Probationary

Miesha Williams, Teacher – Loranger Elementary, effective August 15, 2005, Probationary

Sarah Garcia, Teacher – Midway Elementary, effective August 15, 2005, Probationary

Amy Mitchell, Teacher – Midway Elementary, effective August 15, 2005

3. *LEAVES*RESIGNATIONS*RETIREMENTSRESIGNATIONS:

Shaun Doughty, Paraprofessional – Natalbany Middle, effective April 29, 2005

It was moved by Mr. Williams, seconded by Mr. Richardson, to send Ms. Rebecca St. Cyr a certified letter requesting that she appear before the Board to discuss her resignation. A roll call vote on the motion yielded the following results: seven (7) Yeas, one (1) Nay, and one (1) absent. Voting Yea were: Mr. Richardson, Mr. Potts, Mr. Link, Mr. Williams, Mr. Caves, Mrs. Bailey-Simmons, and Mr. Bardwell, voting Nay: Mr. Genco, Absent: Ms. Dixon. The motion was adopted.

It was moved by Mr. Link, seconded by Mrs. Bailey-Simmons, to approve Addendum #2 of the Personnel Committee Report. Hearing no objection, the motion was adopted. Following is the report as adopted.

ADDENDUM #21. SUMMER SCHOOL - EMPLOYEES

Dale Brouillette - Principal

Eric Chuter, Math – Part-time

Michael Stant, Social Studies – Part-time

Katherine Raborn, Social Studies – Part-time

Donald Currier, Science – Part-time

Ophelia Clark, Science – Part-time

Elizabeth Vinyard, English – Part-time

Regina Duncan, English – Part-time

Ralph Garner – Spanish – Part-time

Mary Johnson, Librarian – Part-time

Rose Jackson, Special Needs – Part-time

John Lanoue, Special Education – Part-time

Pauline Williams, Reading – 7th & 8th Grade

Kathy Dagro, Math – 7th & 8th Grade

2. *LEAVES*RETIREMENTS*RESIGNATIONSRESIGNATIONS:

Evelyn Showers, Assistant Principal, effective May 31, 2005

RETIREMENTS:

Mary Terrell, Teacher – Independence Middle, effective May 31, 2005

Judy Alexander, Teacher – Hammond High, effective May 31, 2005

It was moved by Mr. Link, seconded by Mrs. Bailey-Simmons, to approve the Hammond Delegation Report of April 19, 2005. Hearing no objection, the motion was adopted. Following is the report as adopted.

1. Approved the purchase of a copier for Hammond Eastside Upper Elementary School, in the amount of \$9,834.00, to be paid from Pay-As-You-Go Funds.

2. Approved the purchase of technology equipment for Woodland Park Early Learning Center, in the amount of \$23,391.90, to be paid from Pay-As-You-Go Funds.
3. Set an election date of October 15, 2005 for the Hammond District Alternative School Tax.
4. Approved the request for reimbursement of \$993.57 for the purchase of a backstop at the Hammond High baseball field, to be paid from Pay-As-You-Go Funds.
5. Authorized Assistant Superintendent Kolwe to proceed with the sale of the Wal-Mart property.
6. Approved the estimated cost of \$223,000.00 for the Hammond High School Cooling Tower replacement, to be paid from the Air-Conditioning Reserve Fund of \$184,000.00 and the balance from Maintenance Funds.

It was moved by Mrs. Bailey-Simmons, seconded by Mr. Bardwell, to approve the Ponchatoula Board Delegation Report of April 19, 2005. Hearing no objection, the motion was adopted. Following is the report as adopted.

1. Approved the estimated cost of \$143,000.00 for the Ponchatoula High School Cooling Tower replacement, to be paid from Maintenance Funds.
2. Approved the purchase of fifty (50) desks for Tucker Elementary School, in the amount of \$3,407.50, to be paid from Pay-As-You-Funds.

It was moved by Mrs. Bailey-Simmons, seconded by Mr. Caves, to waive the rules to consider an item from the Finance Committee Meeting held prior to the Board Meeting. Hearing no objection, the motion was adopted.

It was moved by Mr. Caves, seconded by Mr. Potts, to approve Change Order #1 in the amount of \$1,560.00 to replace the sidewalk in front of the Title 1 Building. Hearing no objection, the motion was adopted.

It was moved by Mr. Potts, seconded by Mr. Bardwell, to waive the rules to consider an item from the Loranger Board Delegation. Hearing no objection, the motion was adopted.

It was moved by Mr. Potts, seconded by Mr. Bardwell, to accept the low bid of \$28,470.00 to re-roof Loranger Middle School. Hearing no objection, the motion was adopted.

It was moved by Mr. Link, seconded by Mr. Williams, to waive the rules to consider an item from the Independence Board Delegation. Hearing no objection, the motion was adopted.

It was moved by Mr. Link, seconded by Mr. Richardson, to approve the amount of \$8,920.00 for culverts at Second Street for Independence Middle School. Hearing no objection, the motion was adopted.

It was moved by Mr. Caves, seconded by Mrs. Bailey-Simmons, to approve the substantial completion of the Special Services Center Parking Improvements. Hearing no objection, the motion was adopted.

It was moved by Mr. Link, seconded by Mr. Bardwell, to approve the low bid of Ragusa Construction, LLC, in the amount of \$424,400.00, Alternate #1, in the amount of \$19,477.00, and Alternate #2, in the amount of \$10,295.00, for a total of \$454,172.00, for the Hammond High School New Practice Gymnasium. Hearing no objection, the motion was adopted.

It was moved by Mr. Richardson, seconded by Mr. Williams to waive the rules to consider a resolution regarding E-Rate. Hearing no objection, the motion was adopted.

Upon joint motion and second by the Board, the resolution regarding the E-Rate Program was approved. This resolution will sent to Senator David Vitter and Senator Mary Landrieu. Hearing no objection, the motion was adopted.

RESOLUTION

WHEREAS, the Tangipahoa Parish School Board actively seeks to provide the best resources for its students and teachers; and,

WHEREAS, technology is an integral and important component of the learning environment in Tangipahoa Parish Schools; and,

WHEREAS, the Tangipahoa Parish School Board has received more than \$2,000,000 during the 2004-2005 school year from the Enhancing Education Through Technology (EETT) funds and the e-rate program; and,

WHEREAS, the Tangipahoa Parish School Board has used these funds efficiently to help our students; and,

WHEREAS, the Tangipahoa Parish School Board fears that progress will be lost if the EETT funds are lost and e-rate funds delayed because the Tangipahoa Parish School Board does not have the funds available to replace this funding; and,

THEREFORE, BE IT RESOLVED, that the Tangipahoa Parish School Board requests that Senator David Vitter give his full support to restoring Enhancing Education Through Technology (EETT) funding for the state of Louisiana and specifically, for Tangipahoa Parish Schools; and,

BE IT FURTHER RESOLVED, that the Tangipahoa Parish School Board urges Senator David Vitter to give full support to maintaining the e-rate program, and specifically urges him to support and sign the Anti-Deficiency Act to keep e-rate funds flowing to Louisiana in a timely manner.

CERTIFICATE

I hereby certify that the foregoing resolution was adopted by the Tangipahoa Parish School Board in regular session duly convened on May 3, 2005 and that the same has not been rescinded or repealed.

Louis L. Joseph, Superintendent
Tangipahoa Parish School System

Leonard "Tank" Genco, President
Tangipahoa Parish School Board

Mr. Oscar Dantzler spoke in public input concerning the administration.

Mr. Link spoke in public input regarding organizing an in-service to discuss issues facing the school system. The school system lawyer will coordinate this event.

Mr. Bardwell spoke in public input and requested that the Superintendent investigate the use and abuse of cell phones by school system employees.

Mr. Caves spoke in public input and inquired about the availability of the report regarding the Loranger situation.

Mrs. Bailey-Simmons spoke in public input and reminded everyone of the Dyslexia Task Force Meeting to be held on Thursday, May 5, 2005.

It was moved by Mr. Caves, seconded by Mr. Richardson, to waive the rules to add the case of Lana Lee vs. TPSS to the cases to be discussed in Executive Session. Hearing no objection, the motion was adopted.

It was moved by Mr. Caves, seconded by Mr. Richardson, to add the case of Lana Lee vs. TPSS to the cases to be discussed in Executive Session. Hearing no objection, the motion was adopted.

It was moved by Mr. Caves, seconded by Mr. Bardwell, to enter Executive Session to discuss the cases listed below. Hearing no objection, the motion was adopted.

1. Consider case of Estelle Richardson vs. TPSS
2. Consider case of Stephanie Paige obo Whitney Kelly vs. TPSS
3. Consider case of Lana Lee vs. TPSS

The Board entered Executive Session.

The Board returned to Open Session.

It was moved by Mr. Caves, seconded by Mr. Bardwell, to accept the attorney's recommendation in the case of Estelle Richardson vs. TPSS. Hearing no objection, the motion was adopted.

No action was taken on the case of Stephanie Paige obo Whitney Kelly vs. TPSS.

It was moved by Mr. Caves, seconded by Mr. Bardwell, to reconsider the decision made at the last Board meeting regarding the case of Lana Lee vs. TPSS and move forward with litigation. Hearing no objection, the motion was adopted.

It was moved by Mr. Bardwell, seconded by Mr. Williams, to adjourn (8:38 p.m.). Hearing no objection, the motion was adopted.

Respectfully submitted,

Leonard "Tank" Genco, President

Louis L. Joseph, Secretary-Treasurer

Recorded By: Jo-Ann L. Frazier (5/03/05)