

TANGIPAHOA PARISH SCHOOL BOARD PROCEEDINGS

MARCH 15, 2011

The Tangipahoa Parish School Board met in regular session on Tuesday, March 15, 2011 at 6:00 p.m. in the Central Office Board room, 59656 Puleston Road, Amite, Louisiana, with President Rose Dominguez presiding.

MEMBERS PRESENTS: Ann Smith, Gail Pittman-McDaniel, Andy Anderson, Al Link, Brett Duncan, Chris Cohea, Eric Dangerfield and Sandra Bailey-Simmons

MEMBERS ABSENT: None

The Ponchatoula High School ROTC presented the Colors. Mr. Harold Rogers led the Pledge of Allegiance and the Preamble to the United States Constitution. Ms. Stacey Ray, a Southeastern University student, sang the "Star-Spangled Banner."

It was moved by Ms. Bailey-Simmons, seconded by Ms. Smith, to approve the Board minutes of March 1, 2011 as distributed. Hearing no objection, the motion was adopted.

President Dominguez recognized Ms. Brooke Perrin - Louisiana Strawberry Queen, Mr. Joe Perrin - Ponchatoula Strawberry Festival King, Mr. Lester Settoon - Ponchatoula Strawberry Festival Grand Marshall and Ms. Leslie Fontenot - Ponchatoula Strawberry Festival Chairman.

Ms. Cohea recognized the recipients of the American Welding Society Section Educator Award: Mr. Kevin Crovetto - Ponchatoula High School Welding Instructor, and Mr. Greg Himel - Northshore Technical College Welding Instructor.

President Dominguez gave an update on the 2011 Louisiana School Board Association (LSBA) Convention which she and fellow Board members, Andy Anderson, Sandra Bailey-Simmons, Chris Cohea, Eric Dangerfield, Brett Duncan, Al Link, Gail Pittman-McDaniel and Ann Smith attended, therefore earning continuing learning units as mandated by LA. R.S. 17:53 and requested this to be entered into the official minutes. She recognized Ms. Ann Smith for being elected on the LSBA Board of Directors.

It was moved by Mr. Link, seconded by Mr. Duncan, to approve the resolution authorizing the call for redemption of all maturities of the Revenue bonds, Series 2001, of the Parish School Board of the Parish of Tangipahoa, State of Louisiana, and providing for other matters in connection therewith. Hearing no objection, the motion was adopted. Following is the approved resolution:

RESOLUTION

A resolution authorizing the call for redemption of all maturities of the Revenue Bonds, Series 2001, of the Parish School Board of the Parish of Tangipahoa, State of Louisiana, and providing for other matters in connection therewith.

BE IT RESOLVED by the Parish School Board of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana for school purposes (the "Parish School Board"), that:

SECTION 1. The outstanding Revenue Bonds, Series 2001, of Parish School Board, maturing on March 1 of the years 2012 and 2013 (the "2001 Bonds"), are hereby called for redemption on April 18, 2011, at the principal amount of each 2001 Bond so redeemed, together with accrued interest, if any, to the call date, all in compliance with the resolution adopted by the Parish School Board on May 15, 2001 authorizing the

issuance of said issue of Bonds. The Parish School Board shall apply the excess moneys in the sinking fund established and maintained for the payment of principal and interest falling due on the Series 2001 Bonds to provide for said redemption and pay the costs thereof.

SECTION 2. A notice of redemption in substantially the form attached hereto as Exhibit A shall be sent by the paying agent for the 2001 Bonds to the registered owners of the 2001 Bonds as the same appear on the registration books of said paying agent by means of first class mail, postage prepaid, not less than thirty (30) days prior to the date of redemption.

SECTION 3. This Parish School Board finds and determines that a real necessity exists for the employment of special counsel in connection with the matters set forth in this resolution, and Foley & Judell, L.L.P., is hereby employed as Special Counsel to the Parish School Board, in all matters of a legal nature in connection therewith. The fee of Foley & Judell, L.L.P., in connection therewith shall be computed at an hourly rate not exceeding the amount provided by the guidelines for such services as approved by the Attorney General of the State of Louisiana, plus out-of-pocket expenses.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Ann Smith, Gail McDaniel, Andy Anderson, Al Link, Brett Duncan, Chris Cohea, Eric Dangerfield, Sandra Bailey-Simmons and Rose Dominguez

NAYS: None

ABSENT: None

And this resolution was declared adopted on this, the 15th day of March, 2011.

/s/ Mark Kolwe

/s/ Rose Dominguez

Secretary

President

EXHIBIT A

NOTICE OF CALL FOR REDEMPTION

\$2,320,000
OF
REVENUE BONDS, SERIES 2001
DATED JULY 1, 2001
MATURING MARCH 1 OF THE YEARS 2012 AND 2013
OF
TANGIPAHOA PARISH SCHOOL BOARD,
TANGIPAHOA PARISH, LOUISIANA

NOTICE IS HEREBY GIVEN pursuant to a resolution adopted on March 15, 2011 by the Parish School Board of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish of Tangipahoa for school purposes (the "Issuer"), that the outstanding \$2,320,000 of Revenue Bonds, Series 2001, of the Issuer, dated July 1, 2001, and maturing on March 1 of the years 2012 and 2013 (the "2001 Bonds"), are hereby called for redemption on April 18, 2011, the 2001 Bonds being more fully described as follows:

<u>MATURITY DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2012	\$1,135,00 0	4.50%

<u>MATURITY DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2013	1,185,000	5.50

No further interest will accrue and be payable on the 2001 Bonds from and after April 18, 2011. The foregoing 2001 Bonds should be surrendered for payment on April 18, 2011 to Hancock Bank of Louisiana, 2600 CitiPlace Drive, Suite 200, Baton Rouge, Louisiana 70808, paying agent for the 2001 Bonds, at a price equal to the principal amount thereof and accrued interest, if any, to the redemption date.

Owners of the 2001 Bonds are reminded that the Federal Interest and Dividend Tax compliance Act of 1983 requires that the Paying Agent, as payor, withhold 30% of the principal amount if a Taxpayer Identification Number has not been provided by the owner of a 2001 Bond as payee. If the Tax Identification Number has not previously been provided to the Paying Agent, then the owners of the 2001 Bonds are requested to provide this information to the Paying Agent with a Form W-9 in order to avoid the aforesaid withholding.

PARISH SCHOOL BOARD OF THE PARISH
OF TANGIPAHOA, STATE OF LOUISIANA

By: /s/ Rose Dominguez
President

Dated: March 15, 2011

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

I, the undersigned Secretary of the Parish School Board of the Parish of Tangipahoa, Louisiana, do hereby certify that the foregoing three (3) pages constitute a true and correct copy of the resolution adopted by said School Board on March 15, 2011, authorizing the call for redemption of Revenue Bonds, Series 2001, of the Parish School Board of the Parish of Tangipahoa, Louisiana, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said School Board at Amite, Louisiana, on this, the 15th day of March, 2011.

Secretary

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It was moved by Ms. Smith, seconded by Mr. Anderson, to approve the resolution providing for the incurring of debt and issuance of Fourteen Million, Two Hundred Thousand Dollars (\$14,200,000) of Sales Tax bonds (Taxable QSCB), Series 2011, of the Parish School Board of the Parish of Tangipahoa. Hearing no objection, the motion was adopted. Following is the resolution as approved:

RESOLUTION

A resolution providing for the incurring of debt and issuance of Fourteen Million Two Hundred Thousand Dollars (\$14,200,000) of Sales Tax Bonds (Taxable QSCB), Series 2011, of the Parish School Board of the Parish of Tangipahoa, State of Louisiana, to be designated as Qualified School Construction Bonds; prescribing the form, terms and conditions of such Bonds and providing for the

payment thereof; and providing for other matters in connection therewith.

WHEREAS, the Parish School Board of the Parish of Tangipahoa, State of Louisiana (the "Issuer") is now levying and collecting a 1% sales and use tax pursuant to an election held on November 2, 1982 and renewed at an election held on July 21, 2007 (the "Tax"); and

WHEREAS, the Net Revenues of the Tax (as hereinafter defined) are available for appropriation and expenditure by the Issuer as designated in the proposition authorizing the levy of the aforesaid Tax which includes the payment of bonds authorized to be issued in accordance with Louisiana law; and

WHEREAS, the Issuer has no outstanding indebtedness of any kind payable from a pledge or dedication of the avails or proceeds of the Tax; and

WHEREAS, Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended authorizes the Issuer to make and enter into contracts dedicating the pledge and dedication of the funds to be derived by the Issuer from the Tax; and

WHEREAS, the Issuer, on November 2, 2010, authorized the issuance of the hereinafter defined Bonds by private placement to one or more institutions, provided the details are in accordance with the provisions set forth in said resolution; and

WHEREAS, an offer for the purchase of the Bonds has been submitted by Hancock Bank (the "Purchaser"), and the Issuer desires to direct the Secretary to duly execute the Commitment Letter with the Purchaser; and

WHEREAS, the Issuer now desires to incur debt and issue Fourteen Million Two Hundred Thousand Dollars (\$14,200,000) of its Sales Tax Bonds (Taxable QSCB), Series 2011 (the "Bonds"), secured by and payable from the Net Revenues of the Tax, for the purpose of construction, rehabilitation or repair of public school facilities, including equipping of school facilities improved with Bond proceeds (specifically including the construction and equipping of a new elementary school - O. W. Dillon Elementary School - for the Kentwood area), and paying the costs of issuance of the Bonds; and

WHEREAS, it is the desire of the Issuer to fix the details necessary with respect to the issuance of the Bonds and to provide for the authorization and issuance thereof; and

WHEREAS, it is the further desire of the Issuer to provide for the sale of the Bonds to the Purchaser at the price and in the manner hereinafter provided; and

WHEREAS, the Issuer further desires to qualify said Bonds under Section 54F of the Internal Revenue Code of 1986, as amended, as Qualified School Construction Bonds; and

WHEREAS, the Issuer has received an allocation of \$14,200,000 pursuant to the QSCB Regulations and the policies and procedures of the Department of Education (herein defined);

NOW, THEREFORE, BE IT RESOLVED by the Parish School Board of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana, for school purposes, that:

1. SECTION Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"Act" means Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended and other constitutional and statutory authority.

"Additional Parity Obligations" means any additional *pari passu* bonds which may hereafter be issued, pursuant to Section 9 hereof, on a parity with the Bonds.

"Agreement" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Resolution.

"Bonds" or "Bond" means the Issuer's Sale Tax Bonds (Taxable QSCB), Series 2011, authorized by this Resolution in the total aggregate principal amount of Fourteen Million Two Hundred Thousand Dollars (\$14,200,000), whether initially delivered or issued in exchange for, upon transfer of, or *in lieu* of any bond previously issued.

"Bond Register" means the records kept by the Paying Agent at its principal corporate office in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

"Bond Year" means the one-year period ending on each Principal Account Deposit Date, provided that the initial bond year may be a period shorter than one year.

"Cash" means cash and cash equivalents.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment Letter" means the offer to purchase by the Purchaser attached hereto as Exhibit A.

"Coupon Rate" means 0.71%.

"Credit Allowance Date" means with respect to the Bonds, each March 15, June 15, September 15 and December 15 on which any portion of the principal amount of the Bonds remains unpaid, and includes the last day on which the Bonds are outstanding.

"Credit Rate" means five and thirty hundredths per centum (5.30%) per annum, the rate designated by the Secretary of the United States Treasury on the date of the Commitment Letter (March 15, 2011), which Commitment Letter constitutes a binding, written contract for the sale or exchange of the Bonds.

"Date of Issuance" means the date the Issuer receives payment for the Bonds.

"Event of Default" means the occurrence of any of the following events unless waived in writing by the Owners:

1. a failure to pay the principal of or interest or premium, if any, on any Bond when the same shall become due and payable whether at maturity, upon redemption, or otherwise and such failure continues for two (2) days after the Issuer's receipt of written notice from the Owner or the Paying Agent;
2. a failure of the Issuer to make the Principal Account Deposit Requirement on any Principal Account Deposit Date and such failure continues for two (2) days after the Issuer's receipt of written notice from the Owner or the Paying Agent;
3. a failure of the Issuer to pay any other amount payable hereunder or with respect to any Bond (other than those specified in (1) and (2) above) when the same shall become due and payable and such failure continues for seven (7) days after the Issuer's receipt of written notice from the Owner or the Paying Agent;
4. an Event of Insolvency shall occur with respect to the Issuer;

5. a failure by the Issuer to perform any covenant, agreement or condition set forth in Sections 3(a), 8, 9, 24, 25 or 28 of this Resolution; or
6. a failure by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Resolution or in the Bonds, and such failure continues for thirty (30) days after the Issuer's receipt of written notice from the Owner or the Paying Agent unless the Issuer has instituted corrective actions satisfactory to the Owners within such 30-day period and diligently pursues such actions until such default is remedied.

"Event of Insolvency" means, with respect to the Issuer, the occurrence of one or more of the following events:

1. the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of the Issuer;
2. the commencement by or against the Issuer of a case or other proceeding seeking liquidation, reorganization or other relief with respect to the Issuer or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for the Issuer or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;
3. the inability or failure of the Issuer to generally pay its debts as they become due;
4. the declaration of a moratorium with respect to the payment of the debts of the Issuer;
5. an authorized Executive Officer of the Issuer shall admit in writing its inability to pay its debts when due; or
6. the initiation of any action in furtherance of or to authorize any of the foregoing by or on behalf of the Issuer.

"Executive Officers" means, collectively, the President and the Secretary of the Issuer.

"Final Maturity Date" means March 1, 2026.

"Fiscal Year" means the one-year accounting period beginning July 1 of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" means the Parish School Board of the Parish of Tangipahoa, State of Louisiana, and any successor thereto.

"Government Securities" means noncallable direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series or which may consist of specified portions of interest thereon, such as those securities commonly known as CATS, TIGRS, and STRPS, and may be in book-entry form; provided, however, that no Government Security shall mature or be payable (in whole or in part) after the Final Maturity Date.

"Interest Payment Date" shall be due and payable semi-annually on the first calendar day of each March 1 and September 1 of each year the debt is outstanding, beginning September 1, 2011. Interest will accrue on a 30/360 day basis.

"Issuer" or "School Board" means the Parish School Board of the Parish of Tangipahoa, State of Louisiana.

"Maximum Annual Debt Service" means the highest amount of principal and interest due on an obligation in any Fiscal Year, provided that if there is outstanding any balloon indebtedness subject to mandatory sinking fund payments or redemptions, such balloon indebtedness shall be calculated as amortizing on the dates and in the amounts such mandatory sinking fund payments or redemptions are required rather than on the date such indebtedness matures.

"Net Revenues of the Tax" shall mean collectively the avails or proceeds of the Tax, after there have first been paid from the gross avails or proceeds of the Tax the reasonable and necessary costs and expenses of collecting and administering the Tax.

"Outstanding" when used with respect to the Bonds means, as of the date of determination, any Bond theretofore issued and delivered under this Resolution, except:

1. Any Bond theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Any Bond for which payment or redemption sufficient funds have been theretofore deposited in trust for the owners of such Bond with the effect specified in this Resolution or by law, provided that if such Bond is to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Resolution or waived;
3. Any Bond in exchange for or *in lieu* of which another Bond has been registered and delivered pursuant to this Resolution; and
4. Any Bond alleged to have been mutilated, destroyed, lost or stolen which may have been paid as provided in this Resolution or by law.

"Owner" when used with respect to any Bond means the Person or Persons constituting a taxpayer in whose name(s) such Bond is registered in the Bond Register.

"Paying Agent" means Hancock Bank of Louisiana, in the City of Baton Rouge, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Principal Account Deposit Date" means March 1st of each year, beginning March 1, 2012 and ending on March 1, 2026.

"Principal Account Deposit Requirement" means on each Principal Account Deposit Date, a cash deposit, together with any amounts in the Sinking Fund not presently invested in Government Securities, in an amount sufficient to meet the Required Principal Account Value for such Principal Account Deposit Date.

"Principal Amount" means \$14,200,000, less any amount redeemed as a result of mandatory redemption required pursuant to Section 3(a) of this Resolution.

"Purchaser" means Hancock Bank of Louisiana, Baton Rouge, Louisiana.

"Qualified Purposes" means construction, rehabilitation and repair of public school facilities within the jurisdiction of the Issuer, including equipping of school facilities improved with Bond proceeds (specifically including the construction and equipping of a new elementary school - O. W. Dillon Elementary School - for the Kentwood area).

"QSCB Code Provision" means Section 54F of the Code and applicable portions of Section 54A of the Code.

"QSCB Disqualification Event" has the meaning given it in Section 3 of this Resolution.

"QSCB Regulations" means IRS Notice 2009-35; IRS Notice 2010-17 and IRS Notice 2010-35.

"Required Principal Account Value" means for each Principal Account Deposit Date the corresponding value required as set forth in Section 10 of this Resolution.

"Resolution" means this resolution authorizing the issuance of the Bonds, as it may be supplemented and amended.

"Sinking Fund" means the "Parish School Board of the Parish of Tangipahoa, State of Louisiana, Sales Tax Bonds (Taxable QSCB), Series 2011, Sinking Fund" established pursuant to Section 10 herein.

"State" means the State of Louisiana.

"Tax" means the avails or proceeds of the 1% sales and use tax levied and collected in the Issuer by virtue of the authority of an election held on November 2, 1982 and renewed at an election held on July 21, 2007.

(a) **SECTION Authorization of Bond; Maturity.** In compliance with the terms and provisions of the Act, the QSCB Code Provision, the QSCB Regulations, other constitutional and statutory authority, and the policies and procedures of the Department of Education, there is hereby authorized the incurring of indebtedness of Fourteen Million Two Hundred Thousand Dollars (\$14,200,000) for, on behalf of, and in the name of the Issuer, for the purpose of construction, rehabilitation or repair of public school facilities, including equipping of school facilities improved with Bond proceeds, and paying the costs of issuance thereof. Costs of issuance shall not exceed two percent (2.00%) of the proceeds of the Bonds. To represent said indebtedness, this Governing Authority does hereby authorize the issuance of Sales Tax Bonds (Taxable QSCB), Series 2011, of the Issuer, in the amount of Fourteen Million Two Hundred Thousand Dollars (\$14,200,000). Any Bond issued hereby shall be in the form of a fully registered bond, shall be dated the date of delivery thereof to the Purchaser, and shall be numbered R-1. The Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the Coupon Rate, payable on each Interest Payment Date commencing September 1, 2011. Subject to the provisions of Section 3, the Bonds shall become due and payable and mature on the Final Maturity Date.

(b) **Payment of Bonds.** The principal of the Bonds upon maturity or redemption shall be payable by check of the Paying Agent mailed or delivered by the Paying Agent to the Owner thereof (determined as of the close of business on the day before the Final Maturity Date) at the address shown on the Bond Register upon presentation and surrender of the Bonds at the principal corporate trust office of the Paying Agent. Any Bond delivered under this Resolution upon transfer of, in exchange for or *in lieu* of any other Bond shall carry all the rights which were carried by such other Bond.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of

registration, substantially in the form provided in this Resolution, executed by the Paying Agent by manual signature.

(c) Designation as Qualified School Construction Bond. In accordance with the QSCB Code Provision, the Issuer hereby designates the Bonds as Qualified School Construction Bonds.

2. SECTION Redemption Provisions. The Bonds are not subject to redemption by the Issuer prior to their stated maturity except as specified in this section as follows:

(a) To the extent that less than 100% of the available project proceeds of the Bonds (as defined in the QSCB Regulations) are expended for Qualified Purposes by the close of the 3-year period beginning on the Date of Issuance (or if an extension of such expenditure period has been received by the Issuer from the Secretary of the United States Treasury Department, by the close of the extended period) the Issuer shall redeem all of the non-qualified Bonds within 90 days after the end of such period; and

(b) The Issuer may elect to redeem the Bonds in whole but not in part prior to maturity at its option in the event the Internal Revenue Service issues a ruling, notice or final determination adversely affecting the tax credits related to the Bonds or the Owner obtains an opinion of a nationally recognized bond counsel, subject to review by the bond counsel to the Issuer, that the Bonds no longer constitute "qualified school construction bonds" (each a "QSCB Disqualification Event").

Official notice of such call for redemption of the Bonds, or any portion thereof, shall be given by the Paying Agent by means of first class mail, postage prepaid, by notice deposited in the United States mails not less than ten (10) days prior to the redemption date addressed to the Owner of the Bonds to be redeemed at his address as shown on the Bond Register.

In the event the Bonds, or any portion thereof, are redeemed prior to the Final Maturity Date pursuant to this Section, the Issuer will pay to the Owner thereof the portion of the Principal Amount being redeemed that is held by such Owner, plus a "make-whole" amount to compensate the Owner for any reasonable losses or breakage fees related to such Owner's cost of funds or other costs (including reasonable attorneys fees), to the extent allowed by applicable law, incurred by the Owner as a result of such redemption. Further, in the event of a QSCB Disqualification Event, the Issuer shall make, and so long as the Bonds remain outstanding continue to make, to the Owner on each Principal Account Deposit Date, additional payments to the Owner in an amount sufficient, after taking into consideration all penalties, fines, interest and additions to federal income tax (including lost tax credits) that are imposed on the Owner, to maintain the same after-tax yield that the Owner would have realized had such loss or reduction of tax credits not occurred.

3. SECTION Registration and Transfer. The Issuer shall cause the Bond Register to be kept by the Paying Agent. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be of the same maturity.

4. SECTION Form of Bonds. The Bonds and the endorsements to appear thereon shall be in substantially the following forms, respectively, to-wit:

No. R -1

Principal Amount \$14,200,000

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF TANGIPAHOA

SALES TAX BOND
(TAXABLE QSCB), SERIES 2011

PARISH SCHOOL BOARD OF THE
PARISH OF TANGIPAHOA, STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Date of Issuance</u>	<u>Credit Rate</u>	<u>Coupon Rate</u>
_____, 2011	_____	_____, 2011	____%	____%

The Parish School Board of the Parish of Tangipahoa, State of Louisiana (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

or registered assigns, on the Maturity Date set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, at the Coupon Rate per annum set forth above, payable semi-annually on March 1 and September 1 of each year, commencing September 1, 2011 (each an "Interest Payment Date"). The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the principal office of _____, _____, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof.

THIS BOND CONSTITUTES A QUALIFIED SCHOOL CONSTRUCTION BOND WITHIN THE MEANING OF SECTIONS 54A AND 54F OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"). A TAXPAYER IS ENTITLED TO A TAX CREDIT AGAINST FEDERAL INCOME TAX (INCLUDING ALTERNATIVE MINIMUM TAX) IMPOSED ON SUCH TAXPAYER FOR THE TAXABLE YEAR THAT INCLUDES THE CREDIT ALLOWANCE DATE. THE TAX CREDIT UNDER SAID SECTIONS 54A AND 54F IS EQUAL TO 25% OF THE CREDIT RATE SPECIFIED HEREON MULTIPLIED BY THE PRINCIPAL AMOUNT OF THE BONDS HELD BY A TAXPAYER ON THE CREDIT ALLOWANCE DATE; PROVIDED, HOWEVER, THAT THE AMOUNT OF THE TAX CREDIT ALLOWED TO A TAXPAYER ON THE FIRST CREDIT ALLOWANCE DATE FOLLOWING THE ISSUANCE OF THIS BOND OR ON THE REDEMPTION OR MATURITY OF THIS BOND SHALL BE PRORATED AS PROVIDED IN SECTION 54A (b) (4) OF THE CODE.

"CREDIT ALLOWANCE DATE" AS USED HEREIN SHALL MEAN EACH MARCH 15, JUNE 15, SEPTEMBER 15 AND DECEMBER 15 ON WHICH THIS BOND IS OUTSTANDING. SUCH TERM SHALL ALSO INCLUDE THE LAST DAY ON WHICH THIS BOND IS OUTSTANDING.

This Bond represents the entire principal amount of an authorized issue aggregating in principal the sum of Fourteen Million Two Hundred Thousand Dollars (\$14,200,000) of Sales Tax Bonds (Taxable QSCB), Series 2011 (the "Bonds"), of the Issuer, said Bonds having been issued by the Issuer pursuant to a resolution adopted on March 15, 2011 (the "Resolution"), for the purpose of construction, rehabilitation or repair of public school facilities within the jurisdiction of the Issuer, including equipping of school facilities improved with Bond proceeds (specifically including the construction and equipping of a new elementary school - O. W. Dillon Elementary School - for the Kentwood area), and paying the costs of issuance thereof, under the authority conferred by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

This Bond is not subject to redemption by the Issuer prior to its stated Maturity Date except: (a) to the extent that less than 100% of the available project proceeds (as defined in the QSCB Regulations) of this Bond is expended for Qualified Purposes by the close of the 3-year period beginning on the date of this Bond (or if an extension of such expenditure period has been received by the Issuer from the Secretary of the United States Treasury Department, by the close of the extended period) the Issuer shall redeem all of the non-qualified Bonds within 90 days after the end of such period; and (b) the Issuer may elect to redeem this Bond prior to maturity at its option in the event the Internal Revenue Service issues a ruling, notice or final determination adversely affecting the tax credits related to the Bond or the Owner obtains an opinion

of a nationally recognized tax or bond counsel, subject to review by the bond counsel to the Issuer, that this Bond no longer constitutes a "qualified school construction bond" pursuant to Section 54F of the Code (each a "QSCB Disqualification Event").

Official notice of such call for redemption of this Bond, or any portion thereof, shall be given by the Paying Agent by means of first class mail, postage prepaid, by notice deposited in the United States mails not less than ten (10) days prior to the redemption date addressed to the Owner of this Bond at his address as shown on the Bond Register.

In the event this Bond, or any portion thereof, is redeemed prior to the Maturity Date pursuant to the Resolution, the Issuer will pay to the Owner thereof the portion of the Principal Amount being redeemed that is held by such Owner, plus a "make-whole" amount to compensate the Owner for any reasonable losses or breakage fees related to such Owner's cost of funds or other costs (including reasonable attorneys fees), to the extent allowed by applicable law, incurred by the Owner as a result of such redemption. Further, in the event of a QSCB Disqualification Event, the Issuer shall make, and so long as this Bond remains outstanding continue to make, to the Owner on each Principal Account Deposit Date, additional payments to the Owner in an amount sufficient, after taking into consideration all penalties, fines, interest and additions to federal income tax (including lost tax credits) that are imposed on the Owner, to maintain the same after-tax yield that the Owner would have realized had such loss or reduction of tax credits not occurred.

The Issuer shall cause to be kept at the principal corporate office of the Paying Agent a register (the "Bond Register") in which registration of the Bonds and of transfers of the Bonds shall be made as provided in the Resolution. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form.

This Bond is secured by and payable from an irrevocable pledge and dedication of the funds to be derived by the Issuer from the levy and collection of the avails or proceeds of the 1% sales and use tax levied and collected in the Issuer by virtue of the authority of an election held on November 2, 1982 and renewed at an election held on July 21, 2007, said Tax now being levied and collected pursuant to Article VI, Section 29 of the Constitution of the State of Louisiana of 1974, and other constitutional and statutory authority, and in compliance with the election, subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, all as provided in the Resolution.

This Bond constitutes a borrowing solely upon the credit of the Net Revenues of the Tax received by the Issuer and does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory provisions relating to the incurring of indebtedness, The Issuer has covenanted and agreed and does hereby covenant and agree to continue to have the levy of the Tax for the full period of its authorization and not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond has been issued, nor in any way make any change which would diminish the amount of said net revenues of the Tax pledged to the payment of the Bond, until the Bond has been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, reference is hereby made to the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

Any capitalized terms of this Bond which are not defined herein shall have the meaning assigned to such terms of the Resolution.

IN WITNESS WHEREOF, the Issuer, acting through the Parish School Board of the Parish of Tangipahoa, State of Louisiana, as its governing authority, has caused this Bond to be executed on behalf of the Issuer by the manual or facsimile signatures of the President and Secretary of the Governing Authority, and its corporate seal to be impressed or imprinted hereon.

PARISH SCHOOL BOARD OF THE
PARISH OF TANGIPAHOA, STATE OF
LOUISIANA

(Manual or facsimile)
Secretary
Tangipahoa Parish School Board

(Manual or facsimile)
President
Tangipahoa Parish School Board

(SEAL)

(FORM OF SECRETARY OF STATE ENDORSEMENT)

OFFICE OF SECRETARY OF STATE
STATE OF LOUISIANA
BATON ROUGE

Incontestable. Secured by a pledge and dedication of proceeds of a sales and use tax in the Parish School Board of the Parish of Tangipahoa, State of Louisiana. Registered this ____ day of _____, 2011.

Secretary of State

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond represents the entire issue of Bonds referred to in the within-mentioned Resolution.

_____, Louisiana, as
Paying Agent

Date of Registration: _____

By: _____
Authorized Officer

* * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please Insert Social Security
or other Identifying Number of Assignee

[Empty box for Social Security or other Identifying Number of Assignee]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

1. SECTION Execution of Bonds. The Bonds shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and corporate seal may be either manual or facsimile.

2. SECTION Registration of Bonds by Secretary of State. The Bonds shall be registered with the Secretary of State of Louisiana as provided by law and shall bear the endorsement of the Secretary of State of Louisiana in substantially the form set forth herein, provided such endorsement shall be manually signed only on the Bonds initially delivered to the Purchase; any bonds subsequently exchanged therefor as permitted in this Resolution may bear the facsimile signature of said Secretary of State.

3. SECTION Payment of Bonds. The Bonds shall be secured by and payable in principal and interest solely from an irrevocable pledge and dedication of the Net Revenues of the Tax. The Net Revenues of the Tax are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal and interest and redemption premium, if any, as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Resolution.

4. SECTION Parity Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax having priority over or parity with the Bonds, except that additional bonds may hereafter be issued on a parity with the Bonds under the following conditions:

(1)The Bonds herein authorized or any bonds issued on a parity therewith or any part thereof, including the interest thereon, may be refunded, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded; provided, however, that if only a portion of the Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owner of the unrefunded portion of the Bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause 2 of this Section).

(2)Additional bonds may be issued on and enjoy a full and complete parity with the Bonds with respect to the revenues of the Tax, provided that the anticipated Tax revenues in the year in which the additional bonds are to be issued, as reflected in the budget adopted by the Issuer, must be at least 1.35 times the

combined principal and interest requirements for bonds and serial maturities and Principal Account Deposit Requirements for any calendar year on the Bonds and the said additional bonds with term maturities. And further provided that the issuing resolution or ordinance provides for proportionate monthly deposits of sales tax revenues in a sinking fund account of amounts necessary to fund the principal and interest requirements in the current bond year. Parity bonds shall be payable to interest semi-annually on March 1 and September 1 and as to principal on March 1 of each year in which principal falls due.

(3) Junior and subordinate bonds may be issued without restriction.

(4) The Issuer must be in full compliance with all covenants and undertakings in connection with the Bonds, and there must be no delinquencies in payments required to be made in connection therewith.

In addition to the foregoing, while the Bonds are still Outstanding, the Issuer shall not be permitted to issue Additional Parity Obligations unless it shall deliver to the Owner of the Bonds, at least thirty (30) days prior to the date of any proposed issuance of Additional Parity Obligations, written evidence satisfactory to such Owner showing that the Tax revenues during twelve (12) consecutive months of the previous eighteen (18) months would have been sufficient to produce revenues in an amount equal to 1.35 times the combined Maximum Annual Debt Service of the Bonds and all outstanding Additional Parity Obligations, including the proposed Additional Parity Obligations.

5. SECTION Sinking Fund. For the payment of the principal of the Bonds, there has been established and maintained a special fund known as "Parish School Board of the Parish of Tangipahoa, State of Louisiana, Sales Tax Bonds (Taxable QSCB), Series 2011, Sinking Fund," said Sinking Fund having been established and maintained with the Paying Agent or its designee. Within the Sinking Fund shall be a Principal Account established for the purpose of paying the principal falling due on the Final Maturity Date and an Interest Account established for the purpose of paying the interest falling due on each Interest Payment Date. The Sinking Fund shall be maintained separate from any sinking fund established and maintained in connection with any other bonds of the Issuer.

Not less than fifteen (15) days before each Principal Account Deposit Date, the Paying Agent shall provide to the Issuer a selection of Government Securities that, either alone or in combination with other Government Securities, satisfy the Principal Account Deposit Requirement in the Principal Account. Not less than ten (10) days before each Principal Account Deposit Date, an Executive Officer of the Issuer shall select the Government Security or Securities from the list provided by the Paying Agent to satisfy the Principal Account Deposit Requirement. Not less than one (1) day before each Principal Account Deposit Date, the Issuer shall deposit in the Principal Account from the Tax revenues available after making the deposits to the Interest Account required above, an amount fully sufficient to satisfy the Principal Account Deposit Requirement falling due on such Principal Account Deposit Date; provided, however, that on the last Principal Account Deposit Date before the Final Maturity Date, the Issuer shall instead be required to deposit the difference between the amount then held in the Principal Account and the Principal Amount of the Bonds. On each Principal Account Deposit Date, the Paying Agent shall use the amount deposited by the Issuer in the Sinking Fund to purchase the Government Securities selected from the list provided by the Paying Agent by an Executive Officer of the Issuer or his designee. If no Government Securities are available or may be purchased on a Principal Account Deposit Date to satisfy the relevant Principal Account Deposit Requirement, the Paying Agent shall retain the amount deposited in the Sinking Fund as Cash until such Government Securities are available, at which time the Paying Agent shall comply with the terms of this paragraph.

It is further provided by the Issuer that the sum of all Cash and investments held in the Sinking Fund shall equal, as close as is reasonably possible, the Required Principal Account Value set forth below on the relevant Principal Account Deposit Date:

Required Principal

<u>March 1</u>	<u>Account Value</u>
2012	\$ 946,666
2013	1,893,333
2014	2,840,000
2015	3,786,666
2016	4,733,333
2017	5,680,000
2018	6,626,666
2019	7,573,333
2020	8,520,000
2021	9,466,666
2022	10,413,333
2023	11,360,000
2024	12,306,666
2025	13,253,333
2026	14,200,000

For purposes of determining compliance with the Required Principal Account Value, the "value" of any Cash or Government Securities held in the Sinking Fund shall be determined as follows:

- (a) For Cash, the amount of such Cash; and
- (b) For Government Securities, the par value of such security plus accrued but unpaid interest on such security (unless such security is in default, in which case the security shall be deemed to have its fair market value. The fair market value of such security shall be determined by the Paying Agent based on the bid price list quoted by the Federal Reserve Bank of New York for such security on the valuation date and printed in The Wall Street Journal or The New York Times, or, if such value is not published, based on a determination performed by a nationally recognized and accepted pricing service whose valuation method consists of the composite average of various bid price quotes on the valuation date). Notwithstanding the foregoing, the Issuer shall have the lesser (i) forty-eight months or (ii) the length of time until maturity of the Bonds to replenish any deficiency in the Sinking Fund Value due to a default of any Government Securities held in the Sinking Fund.

It is expressly provided that (1) the Issuer shall endeavor to purchase State and Local Government Series securities unless a prevailing reason exists at the time of purchase to do otherwise, (2) the Issuer shall make all reasonable efforts to ensure that the yield on the Sinking Fund for purposes of the QSCB Code Provisions and QSCB Regulations does not exceed 4.95% (which equals the Permitted Sinking Fund Yield in effect on the date of the Issuer's acceptance of the Commitment Letter), and (3) nothing contained herein shall prohibit the Paying Agent from acting through a designee to satisfy its obligations imposed pursuant to this Section.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the deposits have been made to the Principal Account and Interest Account as provided above each month, then any monthly revenues of the Tax remaining in that year shall be free for expenditure by the Issuer for the purposes for which the Tax was authorized.

All Cash and investments held in the Sinking Fund under the terms of this Resolution shall constitute sacred funds for the benefit of the Owners of the Bonds, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds. Neither the cash nor the Government Securities nor the principal or interest payments on any such Government Securities in the Principal Account shall be withdrawn or used for any purpose other than the purchase of additional Government Securities or the payment of the Principal Amount of the Bonds at the Final Maturity Date. The Purchaser is hereby granted an

express lien on all moneys deposited and Government Securities held in the Sinking Fund.

Subject to the provisions of this Section, all of the Cash in the Sinking Fund shall be invested in accordance with the provisions of the laws of the State of Louisiana unless available to be used pursuant to the terms of this Resolution within five (5) business days.

6. SECTION Annual Financial Statements. While any portion of the Bonds is Outstanding, the Issuer shall make available to the Owner its annual audited financial statements no later than 180 days after the applicable fiscal year-end of the Issuer.

7. SECTION Comprehensive Budget. While any portion of the Bonds is Outstanding, the Issuer shall prepare and adopt a budget at the beginning of each fiscal year and shall furnish to the Owner a copy of such budget upon request of the Owner.

8. SECTION Application of Proceeds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to cause the Bonds to be prepared or printed, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Bonds shall be deposited by the Issuer with its fiscal agent bank or banks to be used only for the Qualified Purposes for which the Bonds are issued.

9. SECTION Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer, and shall be the only representation of the indebtedness herein authorized and created.

10. SECTION Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer, or its successor, and the Owners from time to time of the Bonds and any such Owner may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Governing Authority or the Issuer as a result of issuing the Bonds.

11. SECTION Amendment to Resolution. No material modification or amendment of this Resolution, or of any resolution and/or ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of the Bonds.

12. SECTION Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Bonds herein authorized and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

"It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State."

13. SECTION Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name the Bonds are registered as the Owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

14. SECTION Notices to Owner. Wherever this Resolution provides for notice to the Owner of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Owner at the address of such Owner as it appears in the Bond Register. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by the Owner shall be filed with the Paying Agent and the Issuer, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

15. SECTION Cancellation of Bonds. Any Bond surrendered for payment, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bond previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and any Bond so delivered shall be promptly canceled by the Paying Agent. Any canceled Bond held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

16. SECTION Mutilated, Destroyed, Lost or Stolen Bond. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or *in lieu* of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section *in lieu* of any mutilated, destroyed, lost or stolen bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with any other Outstanding Bond. Any additional procedures set forth in the Agreement, authorized in this Resolution, shall also be available with respect to any mutilated, destroyed, lost or stolen Bond. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of any mutilated, destroyed, lost or stolen Bond.

17. SECTION Discharge of Resolution; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owner, the Principal Amount of the Bonds and any other amounts owed with respect to the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the money, securities and funds pledged under this Resolution and all covenants, agreements and other obligations of the Issuer to the Owner shall thereupon cease, terminate and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

Portions of the Principal Amount for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the Final Maturity Date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended. Notwithstanding the foregoing, no defeasance of the Bonds shall be permitted without delivery to the Owners of the Bonds of an opinion of a nationally recognized bond counsel that such defeasance will not effect the ability of the Owners to claim the federal tax credits under Section 54A of the Code which such Owners would otherwise be permitted to claim.

18. SECTION Successor Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then

performing such function a certified copy of official proceedings of the Governing Authority giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to the Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

19. SECTION Covenants Relating to the QSCB Code Provision, QSCB Regulations and Other Matters. The Issuer hereby certifies that:

- 1) 100% of the available project proceeds, as defined in the Code, will be spent for Qualified Purposes;
- 2) 100% of the available project proceeds, as defined in the Code, will be spent at public school facilities within the jurisdiction of the School Board;
- 3) Within the six-month period beginning on the Date of Issuance, it will incur a binding commitment with a 3rd party to spend at least 10% of such available project proceeds on Qualified Purposes;
- 4) Any reimbursement of proceeds of the Bonds for capital expenditures for Qualified Purposes incurred prior to the Date of Issuance of the Bonds will be undertaken strictly in accordance with the QSCB Regulations;
- 5) All applicable State and local laws governing conflicts of interest have and will continue to be satisfied with respect to the Bonds;
- 6) The Issuer will redeem all nonqualified Bonds pursuant to Section 3(a) of this Resolution;
- 7) The Issuer will comply with the terms of the Davis-Bacon Act, to the extent required by the American Recovery and Reinvestment Act of 2009;
- 8) Subject to the Terms of the Louisiana Governmental Claims Act (Sections 13:5101, *et seq.*, of the Louisiana Revised Statutes of 1950, as amended), the Issuer is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to (i) itself for claims arising *ex contractu* or (ii) the enforcement of its obligations under this Resolution or the Bonds; and
- 9) The Issuer will submit reports similar to those required under Section 149(e) of the Code.

20. SECTION Arbitrage. The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the provisions of Section 148 of the Internal Revenue Code of 1986 and any amendment thereto (the "Code"), as modified by Section 54A of the Code, with respect to the proceeds of the Bonds.

21. SECTION Disclosure Under SEC Rule 15c2-12(b). It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c-2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)], because:

- (a) the Bonds are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities, and
- (b) the Bonds are being sold to not more than 35 financial institutions (*i.e.*, no more than thirty-five persons) constituting an Eligible Person, which (i) have such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Bonds and (ii) are not purchasing the Bonds for more than one account or with a view to distributing the Bonds.

22. SECTION Default. Upon an Event of Default, the Owner may pursue any and all remedies, including but not limited to an action for mandamus, that may exist at law or in equity pursuant to the law of the State at the time of such Event of Default.

23. SECTION Acceleration. The Issuer represents and warrants that it has not granted to any Person holding any indebtedness issued or incurred by the Issuer which is payable from or secured solely by a lien on the revenues of the Tax the right to accelerate the Issuer's obligation to repay such indebtedness following the occurrence of a default or event of default by the Issuer with respect to such indebtedness. The Issuer covenants that it shall not grant the remedy of acceleration to any Person holding any indebtedness issued or incurred by the Issuer, which is payable from or secured solely by a lien on the revenues of the Tax, upon the occurrence of any event of default with respect to such indebtedness unless the Issuer has received the prior written consent of the Owners of the Bonds. In the event that the Issuer shall grant the remedy of acceleration to any Person holding any indebtedness issued or incurred by the Issuer which is payable from or secured solely by a lien on the revenues of the Tax, upon the occurrence of a default or event of default with respect to such indebtedness, or the occurrence and continuation of an Event of Default hereunder, the Owners of a majority of the outstanding principal amount of the Bonds, in their sole discretion, may deliver a notice to the Issuer declaring all amounts outstanding hereunder and under the Bonds to be immediately due and payable and such amounts shall then be immediately due and payable.

24. SECTION Publication. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer.

25. SECTION Award of Bonds. The Issuer hereby accepts the offer of the Purchaser to purchase the Bonds contained in the Commitment Letter attached as **Exhibit A** hereto and instructs the Secretary to execute the Commitment Letter indicating the Issuer's acceptance of the terms contained therein. All of the provisions of said Commitment Letter attached as **Exhibit A** hereto are incorporated herein by reference. It is intended by the Issuer and the Purchaser that this Resolution shall constitute a binding, written contract for the sale of the Bonds. The Bonds shall be delivered to said Purchaser upon the payment of the Principal Amount thereof.

26. SECTION Severability; Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Resolution which validate or make legal any provision of the Resolution and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Resolution and to the Bonds.

27. SECTION Section Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

28. SECTION Effective Date. This Resolution shall become effective immediately.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Ann Smith, Gail McDaniel, Andy Anderson, Al Link, Brett Duncan, Chris Cohea, Eric Dangerfield, Sandra Bailey-Simmons and Rose Dominguez

NAYS: None

ABSENT: None

And the resolution was declared adopted on this, the 15th day of March, 2011.

/s/ Mark Kolwe
Secretary

/s/ Rose Dominguez
President

EXHIBIT A

COMMITMENT LETTER

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

I, the undersigned Secretary of the Parish School Board of the Parish of Tangipahoa, State of Louisiana, do hereby certify that the foregoing _____ (_____) pages constitute a true and correct copy of a resolution adopted by the Parish School Board on March 15, 2011, providing for the incurring of debt and issuance of Fourteen Million Two Hundred Thousand Dollars (\$14,200,000) of Sales Tax Bonds (Taxable QSCB), Series 2011, of the Parish School Board of the Parish of Tangipahoa, State of Louisiana, to be designed as Qualified School Construction Bonds; prescribing the form, terms and conditions of such Bonds and providing for the payment thereof; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Parish School Board on this, the 15th day of March, 2011.

[SEAL]

Secretary
TANGIPAHOA PARISH SCHOOL BOARD



It was moved by Ms. Smith, seconded by Ms. Cohea, to approve the resolution approving the form of an Intergovernmental Agreement with respect to the Sales Tax Bonds (Taxable QSCB), Series 2011, by and between the Tangipahoa Parish School Board and various school districts. Hearing no objection, the motion was adopted. Following is the resolution as approved:

STATE OF LOUISIANA

INTERGOVERNMENTAL AGREEMENT

PARISH OF TANGIPAHOA

BE IT KNOWN AND REMEMBERED that this Intergovernmental Agreement is entered into and executed as of this _____ day of _____, 2011, by and between:

**Tangipahoa Parish School Board,
Tangipahoa Parish, Louisiana,**

Acting as the governing authority of the Parish of Tangipahoa for public school purposes (the "Parish Board"), herein represented by its President and Secretary, duly authorized by a resolution adopted on March 15, 2011 (the "Resolution"), by the Tangipahoa Parish School Board, a copy of which Resolution is attached hereto and incorporated herein by reference;

and

**Hammond Consolidated School District No. 1
Amite School District No. 102
Loranger School District No. 104
Champ Cooper District No. 106
Kentwood School District No. 107**

Ponchatoula School District No. 108
Consolidated School District No. 115 (Independence, Natalbany and Tickfaw)
Consolidated School District No. 116 (Sumner, Chesbrough and Spring Creek)
Tangipahoa Parish, Louisiana,

Acting through the Tangipahoa Parish School Board, the governing authority of the above-referenced school bonding and taxing districts (collectively, the "Districts"), herein represented by the President and Secretary of the said School Board, acting under the authority of the Resolution.

WITNESSETH:

WHEREAS, Hammond Consolidated School District No. 1, Amite School District No. 102, Loranger School District No. 104, Champ Cooper District No. 106, Kentwood School District No. 107, Ponchatoula School District No. 108, Consolidated School District No. 115 (Independence, Natalbany and Tickfaw), Consolidated School District No. 116 (Sumner, Chesbrough and Spring Creek) (collectively, the "Districts") are each a political subdivision of the State of Louisiana, as defined in Article VI, Section 44(2) of the Constitution of 1974 of the State of Louisiana, created and existing pursuant to the authority of Chapter 3, Title 17 of Louisiana Revised Statutes of 1950, as districts delegated and authorized by the constitution and law of Louisiana to perform governmental functions, for the education of children through a public school system, including the power to enter into an intergovernmental agreement with the School Board of the Parish of Tangipahoa, acting as the governing authority of the Parish of Tangipahoa for public school purposes (the "Parish Board"), and acting as the governing authority of the Districts; and

WHEREAS, the Parish Board is now receiving the avails of a 1% sales and use tax collected in the Parish of Tangipahoa, authorized at a special election held in the said Parish on November 2, 1982 and renewed at an election held on July 21, 2001 (the "Tax"), for the purpose of making capital improvements to the public school system of the Parish including the funding thereof into bonds; and

WHEREAS, this Parish Board as the governing authority of all of the said Districts has authorized the incurrence of debt and the issuance of \$14,200,000 of its Revenue Bonds (\$14,200,000 Taxable QSCB Bonds) (the "Bonds") for the purpose of construction, rehabilitation or repair of public school facilities, including equipping of school facilities improved with Bond proceeds (specifically the construction and equipping of a new elementary school - O.W. Dillon Elementary School - for the Kentwood area (the "Project")), and paying the costs of issuance of the Bonds, said Bonds to be payable from an irrevocable pledge and dedication of the funds to be derived by the Issuer from the levy and collection of the Tax; and

WHEREAS, the Order in the matter entitled "Joyce Marie Moore, et al. versus Tangipahoa Parish School Board (Civil Action No.: 65-15556) directs commencement of activities to construct a new O. W. Dillon Elementary School and funding through the Bonds secured by the Tax; and

WHEREAS, the Districts have determined and hereby agree that the proceeds of the Bonds are to be allocated and utilized by the Parish School Board for the Project; and

WHEREAS, in order to proceed with the issuance of the Bonds, it is necessary that the said Districts and the Tangipahoa Parish School Board, acting as the governing authority of the Parish of Tangipahoa, Louisiana, for public school purposes, enter into this intergovernmental agreement, all as provided by Article VI, Section 20 of the Louisiana Constitution of 1974, and the Local Services Law (Part VII, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950), as amended;

NOW, THEREFORE, for the reasons set forth in the preambles hereto, it is agreed by the parties hereto as follows:

SECTION 1. Intergovernmental Agreement. In accordance with the provisions of Article VI, Section 20 of the Louisiana Constitution of 1974 and the Local Services Law (Part VII, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950), this Parish Board does hereby find and declare that this Agreement is entered into by the parties hereto to provide that the proceeds of the Bonds as pro-rated to the Districts will be utilized by the Parish School Board for the Project.

SECTION 2. Adoption of Plan and Execution of Agreement. The Parish Board, acting as the governing authority of the Districts, and of the Parish of Tangipahoa, Louisiana, for public school purposes, hereby adopts and approves this Agreement as herein set out, and as this Agreement may hereafter be supplemented and amended in writing by mutual action of the Parish School Board adopted in public session. The execution of this Agreement by and on behalf of the parties hereto by the President and Secretary of the Parish Board, under the authority of the Resolution, is hereby ratified, approved and confirmed by the parties hereto.

SECTION 3. Parish Board Obligation to Issue Bonds and Construct Projects. The Parish Board agrees to issue the Bonds in the principal amount of not to exceed \$14,200,000 (the "Bonds").

SECTION 4. Severability. In the event any one or more of the provisions of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any Constitutional or statutory provisions enacted after the date of this Agreement which validate or make legal any provision hereof shall be deemed to apply hereto.

IN FAITH WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned competent witnesses in the Parish of Tangipahoa, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole, in various counterparts.

Parish
ATTEST: **TANGIPAHOA PARISH SCHOOL BOARD,**
Tangipahoa Parish, Louisiana,
Acting as the Governing Authority of the
of Tangipahoa for Public School Purposes

Secretary President (SEAL)

ATTEST: **Hammond Consolidated School District No. 1,**
Acting through the School Board as the
Governing Authority Thereof

Secretary President (SEAL)

ATTEST: **Amite School District No. 102,**
Acting through the School Board as the
Governing Authority Thereof

_____ Secretary	_____ President	(SEAL)
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ATTEST: **Loranger School District No. 104,**
Acting through the School Board as the
Governing Authority Thereof

_____ Secretary	_____ President	(SEAL)
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ATTEST: **Champ Cooper School District No. 106,**
Acting through the School Board as the
Governing Authority Thereof

_____ Secretary	_____ President	(SEAL)
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ATTEST: **Kentwood School District No. 107,**
Acting through the School Board as the
Governing Authority Thereof

_____ Secretary	_____ President	(SEAL)
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ATTEST: **Ponchatoula School District No. 108,**
Acting through the School Board as the
Governing Authority Thereof

_____ Secretary	_____ President	(SEAL)
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ATTEST: **Consolidated School District No. 115,**
(Independence, Natalbany and Tickfaw)
Acting through the School Board as the
Governing Authority Thereof

_____ Secretary	_____ President	(SEAL)
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ATTEST: **Consolidated School District No. 116,**
(Sumner, Chesbrough and Spring Creek)
Acting through the School Board as the
Governing Authority Thereof

_____ Secretary	_____ President	(SEAL)
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A PowerPoint presentation was given by Postlethwaite & Netterville, an independent accounting corporation, which reviewed and analyzed the School System's current financial position and the proposed financial plan for the implementation and operation of the Court approved Desegregation Order. The firm determined and confirmed that the School System does not have adequate funds at the present time to implement the Desegregation Plan without the passage of additional tax dollars and implementation of the Desegregation Plan would not be possible with present revenues.

Superintendent Mark Kolwe thanked Mr. Bret Schnadelbach - Chief Financial Officer, Ms. Kaye Roberts - Director of Business Services, and Mr. Scott Stoulig – Accountant, for their efforts in assisting with this project.

It was moved by Ms. Bailey-Simmons, seconded by Mr. Anderson, to waive the rules to add the Curriculum Committee minutes from the meeting held earlier to the agenda in order to process the items expediently for the upcoming school year. Hearing no objection, the motion was adopted.

It was moved by Ms. Bailey-Simmons, seconded by Ms. Pittman-McDaniel, to add the Curriculum Committee minutes to the agenda. Hearing no objection, the motion was adopted.

It was moved by Mr. Link, seconded by Ms. Pittman-McDaniel, to approve the Committee and Delegation Reports contained on the agenda. Following are the reports as approved:

FINANCE COMMITTEE – MARCH 2, 2011:

1. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to approve the Accounts payable/Check Register dated January 16, 2011 through February 15, 2011 in the amount of \$11,087,309.07. Hearing no objection, the motion was adopted.
2. It was moved by Mr. Duncan, seconded by Ms. Cohea, to approve and award bid #2011-2, Sale of Timber, to X-I.P. Logging. Hearing no objection, the motion was adopted.
3. It was moved by Ms. Dominguez, seconded by Mr. Duncan, to approve and award Bid #2011-3, Janitorial Supplies, to the lowest bidder by item. Hearing no objection, the motion was adopted.
4. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to approve and award Bid #2011-4, Montessori Supplies Catalog, to primary bidder, Bruins Montessori and secondary bidder, Juliana Group. Hearing no objection, the motion was adopted.
5. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to approve the renewal of a two year ground maintenance contract for the Loranger School District with Yard Crashers Lawn Care in the amount of \$3,192.00 per month. Hearing no objection, the motion was adopted.
6. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to approve the renewal of a two year ground maintenance contract for the Independence School District with G. B. Lawn Care Service in the amount of \$6,167.00 per month. Hearing no objection, the motion was adopted.
7. It was moved by Ms. Dominguez, seconded by Ms. Cohea, to approve the renewal of a two year ground maintenance contract for the Amite School District with DeMarco's Lawn Maintenance in the amount of \$4,425.00 per month. Hearing no objection, the motion was adopted.

8. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to approve the renewal of a two year ground maintenance contract for the Kentwood School District with DeMarco's Lawn Maintenance in the amount of \$2,625.00 per month. Hearing no objection, the motion was adopted.

It was moved by Mr. Duncan, seconded by Ms. Cohea, to waive the rules to add two timely items to the agenda. Hearing no objection, the motion was adopted.

9. It was moved by Mr. Duncan, seconded by Ms. Cohea, to approve seeking bids for lease and/or purchase of school bus equipment for the 2011-12 school year. Hearing no objection, the motion was adopted.

10. It was moved by Mr. Duncan, seconded by Ms. Cohea, to approve financial assistance to Hammond High School's Robotics Team to attend the International Championship Competition in St. Louis, Missouri on April 27-30, 2011. The Committee set a minimum assistance amount of \$3,000.00 and a not-to-exceed amount of \$8,000.00, subject to the Robotics Team continuing to raise funds. ***(This item was presented to the full Board for approval on March 1, 2011)***

PERSONNEL COMMITTEE – MARCH 9, 2011:

It was moved by Ms. Bailey-Simmons, seconded by Mr. Dangerfield, to approve the items contained in the Agenda. Hearing no objection, the motion was adopted.

ITEM A

LEAVES*RESIGNATIONS*RETIREMENTS

LEAVES

1. Kristi Womack, Teacher – Chesbrough Elementary (extended sick leave using sick days first due to maternity – May 26, 2011) February 28, 2011
2. Viola Foster, Bus Driver – SLU Lab (extended sick leave using sick days first due to illness – May 26, 2011) February 22, 2011
3. Jolane Wilson, Teacher – Independence Elementary (extended sick leave using sick days first due to maternity – May 2, 2011) March 2, 2011
4. Ashley Oalman, Teacher – D.C. Reeves Elementary (extended sick leave using sick days first due to illness – May 25, 2011) February 18, 2011
5. Julie Shreve, BIS – Special Services Center (extended sick leave using sick days first due to illness – May 25, 2011) March 1, 2011
6. Erin Carter, Teacher – Hammond Junior High (extended sick leave using sick days first due to maternity – May 25, 2011) March 21, 2011
7. Mary Beck, Bus Driver – Ponchatoula High (extended sick leave using sick days first due to illness – May 25, 2011) January 24, 2011
8. Paul Mullendore, Teacher – Nesom Middle (extended sick leave using sick days first due to illness – May 25, 2011) February 21, 2011
9. Stefanie Sorbet, Teacher – D.C. Reeves Elementary (extended sick leave using sick days first due to surgery – April 4, 2011) February 21, 2011

RESIGNATIONS

1. Courtney Diebold, Para – Midway Elementary, March 4, 2011
2. Eddie Garner, SFS – Westside Primary – February 23, 2011
3. Drinda Graham, Para – Ponchatoula Junior High, March 1, 2011
4. Hollis Leonard, Custodian – Loranger Elementary, June 2, 1011
5. Phillip Banko, Teacher – Ponchatoula High, March 1, 2011

RETIREMENTS

1. Karen Wells, Teacher – Kentwood High, July 17, 2011

2. Marion Battalora, Teacher – Title Resource Center, May 26, 2011
3. Wanda Smith, Teacher – Spring Creek Elementary, May 27, 2011
4. Tommie Williams, Custodian, Kentwood High, May 25, 2011
5. Viola Foster, Bus Driver – SLU Lab, May 26, 2011
6. Stephanie Chalona, Social Worker, June 10, 2011
7. Willie Imes, Bus Driver – Independence High, May 26, 2011
8. Valeria Davidson, Bus Driver – Nesom Middle, January 6, 2011
9. Theresa Domiano, Coordinator, July 1, 2011

ITEM B

SUBSTITUTE TEACHER LIST

POLICY COMMITTEE – MARCH 9, 2011:

1. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to approve the revisions to policies ABD, School Superintendent; BBBC, Board Member Continuing Education; BH, School Board Ethics; CE, School Superintendent and CED, Employment of Superintendent. Hearing no objection, the motion was adopted. Following are the polices as revised:

FILE: ABD
Cf: CE

SCHOOL SUPERINTENDENT LEGAL STATUS

The Superintendent of the Tangipahoa Parish School Board is a constitutional school officer as provided in the Constitution and laws of the State of Louisiana. As such, he/she has certain authorities and functions which are provided for by law.

~~The Superintendent shall be appointed by the Board for a term of not more than four (4) years. The Board shall have the authority to fix the above contract of employment and set the compensation and fringe benefits which are applicable to the Superintendent.~~

The Superintendent shall be the chief executive officer and secretary/treasurer of the Tangipahoa Parish School Board. He/she shall be responsible to the Board for the efficient administration of the school district according to the laws governing the school district, the policies which are adopted by the Louisiana Board of Elementary and Secondary Education (BESE), the Tangipahoa Parish School Board, and the Orders of the court in the Lawsuit. ~~His/her discharge of duties shall be of such caliber as to assure that the quality of the school district's educational program is consonant with legislative intent, needs of students and employees and commensurate with changing needs of the local citizenry.~~

As secretary of the Board, he/she shall keep, or cause to be kept, an accurate copy of all minutes in an official minute book reflecting all business of the Board conducted at regular or special meetings. As secretary ~~of the Board~~, the Superintendent shall see that copies of all minutes are provided to all Board members and that the official Board minutes are made available for public examination in accordance with State law.

As treasurer, the Superintendent shall have the authority to co-sign and execute any and all documents associated with all transactions duly approved by the Board. He/she shall also be designated as the official custodian of all funds to which the Board is entitled by law and shall be responsible for the proper safeguarding and accounting for all such funds.

Upon being found incompetent, inefficient, or unworthy, or found to have failed to fulfill the terms and objectives of his/her contract or to comply with School Board policy, and after presentation of written charges against him/her, and a fair hearing before the Board, the Superintendent may be removed from office prior to the expiration of

his/her contract by a *two-thirds vote of the membership of the entire Board* at any regular or special meeting after due notice.

Revised: August, 2010

Revised: March, 2011

Ref: Constitution of Louisiana, Art. VIII, Sec 9, La. Rev. Stat. Ann. ' ' 17:54, 17:81, 17:83, 17:91; Board minutes, 8-3-10.

FILE: BBBC
Cf: ABCB

BOARD MEMBER CONTINUING EDUCATION

Each Tangipahoa Parish School Board member shall be required to receive a minimum of ~~four (4)~~ six (6) hours of training and instruction annually. ~~in~~ Training and instruction shall address such topics as the school laws of this state, ~~in the~~ laws governing the powers, duties and responsibilities of school boards, the Open Meetings law, the Ethics laws, the Public Bid laws, and in educational trends, research, and policy. Training and instruction shall also include education policy issues, such as the minimum foundation program and formula, leadership development, dropout prevention, and school discipline. In a school district with a school(s) identified as academically unacceptable or in need of academic assistance, at least two (2) of the required hours shall focus on the improvement of schools identified as failing schools.

~~Such~~ Training and instruction may be received from a post-secondary education institution in this state, from instruction sponsored by the Louisiana Department of Education, ~~or~~ from an in-service training program conducted by a school board central office or the Louisiana School Boards Association (LSBA), provided that the instruction and method for demonstrating attendance has been pre-approved by the LSBA, or training and instruction received at any conference presented by the National School Boards Association or by the Council of the Great City Schools, provided that verification of attendance by the School Board members at any such training is obtained. Each School Board's member's attendance shall be reported by the instructor to the LSBA.

~~The Superintendent shall be responsible for verifying that the instruction provided meets the requirements of state laws.~~

DISTINGUISHED SCHOOL BOARD MEMBER

A School Board member who has received a certificate of completion for a minimum of sixteen (16) hours of training and instruction during his/her first year of service on the Board and has also received an annual certificate of completion of the required training for the subsequent three (3) consecutive years shall receive the designation of Distinguished School Board Member.

VERIFICATION AND DISCLOSURE OF TRAINING

The Superintendent shall be responsible for verifying that any of the training or instruction received by the School Board member meets statutory requirements. The provider of any Board member training and instruction shall issue a certificate of completion annually to those members who complete the required instruction. A copy of the certificate shall be entered into the minutes of the School Board.

At least annually, the Superintendent shall transmit to the Board's official journal a press release detailing the training and instruction received by each Board member, as well as information on each Board member who has been designated a Distinguished School Board Member.

Revised: March, 2009

Revised: March, 2011

Ref: La. Rev. Stat. Ann. '17:53; Board minutes, 3-17-09.

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FILE: BH
Cf: ABC

SCHOOL BOARD ETHICS

Recognizing that as a member of a public school board and that each Board member is filling a position of public trust, responsibility, and authority endowed by the State of Louisiana, the Tangipahoa Parish School Board, individually and collectively, shall subscribe to the principles of the Louisiana School Boards Association, by which a school board member should be guided.

In addition, certain actions of elected officials may be considered improper, and in some circumstances, illegal. Actions which may present a conflict of interest, acceptance of gifts, or solicitations, or gratuities, abuse of authority of office or position, and decisions regarding the employment of a family member of an official are all subject to statutory restrictions. The ethical conduct of Board members, as well as other designated officials, shall be in accordance with state law.

GIFTS

Acceptance of personal gifts by any Board member or employee of the Tangipahoa Parish School Board from persons or firms doing business with the School Board, or any department or school thereof, is prohibited. Reduced cost and/or free travel expenses are also defined as gifts with regard to this policy provision. This policy provision does not preclude acceptance of food, drinks, or refreshment of a social nature or participation in a social event, provided the value of the food, drink, or refreshment does not exceed that amount permitted under state law. It also shall not preclude the acceptance of campaign contributions for use in meeting campaign expenses by any employee or Board member who is or becomes a candidate for election to any public office.

NEPOTISM

No member of the immediate family of an agency head shall be employed in his/her agency. No member of the immediate family of a member of a governing authority or the chief executive of a governmental entity shall be employed by the governmental entity, with limited exception as outlined below.

The provisions above shall not prohibit the continued employment of any public employee nor shall it be construed to hinder, alter, or in any way affect normal promotional advancements for such public employee where a member of a public employee's immediate family becomes the agency head of such public employee's agency, provided that such public employee has been employed in the agency for a period of at least one year prior to the member of the public employee's immediate family becoming the agency head.

Exceptions

1. The School Board may employ any member of the immediate family of any Board member or the Superintendent as a classroom teacher provided that such family member is *certified to teach*. Any School Board member or Superintendent whose immediate family member is employed by the School Board shall recuse himself/herself from any decision involving the promotion or assignment of teaching location of the employee.
2. The School Board may employ an immediate family member of an athletic director of a school as a coach at such school.

PROHIBITED TRANSACTIONS

Any School Board member, Superintendent, or employee is prohibited by state law, with limited exception as provided in La. Rev. Stat. Ann. '42:1120, from participating in a transaction in which he/she has a personal substantial economic interest of which he/she may be reasonably expected to know involving the governmental entity. Also, any School Board member, Superintendent, or employee is prohibited by state law, except as provided in La. Rev. Stat. Ann. '42:1120, from participating in a transaction involving the governmental entity in which, to his/her actual knowledge, any of the following persons has a substantial economic interest:

- (1) Any member of his/her immediate family.
- (2) Any person in which he/she has a substantial economic interest of which he/she may reasonably be expected to know.
- (3) Any person of which he/she is an officer, director, trustee, partner or employee.
- (4) Any person with whom he/she is negotiating or has an arrangement concerning prospective employment.
- (5) Any person who is a party to an existing contract with such public servant, or with any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, or who owes anything of economic value to such public servant, or to any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, and who by reason thereof is in a position to affect directly the economic interests of such public servant.

Every public employee shall disqualify himself/herself from participating in a transaction involving the governmental entity when a violation of state law would result.

ABUSE OF OFFICE

No School Board member, Superintendent, or employee shall use the authority of his/her office or position, directly or indirectly, in a manner intended to compel or coerce any person or other public servant to provide himself/herself, any other public servant, or other person with anything of economic value.

No School Board member, Superintendent, or employee shall use the authority of his/her office or position, directly or indirectly, in a manner intended to compel or coerce any person or other public servant to engage in political activity.

No School Board member shall act in an individual capacity ~~without the authorization of the School Board~~ to use the authority of his/her office or position as a member of the School Board, ~~directly or indirectly~~, in a manner intended to interfere with, compel or coerce any personnel decision, including the hiring, promotion, discipline, demotion, transfer, discharge, or assignment of work to any school employee.

No School Board member shall use the authority of his/her office or position as a member of the School Board, ~~directly or indirectly~~, in a manner intended to interfere with, compel, or coerce any school employee to make any decision concerning benefits, work assignment, or membership in any organization.

TRANSACTIONS AFTER TERMINATION OF PUBLIC SERVICE

No former agency head or elected official shall, for a period of two (2) years following the termination of his/her public service as the head of such agency or as an elected public official serving in such agency, assist another person, for compensation, in a

transaction, or in an appearance in connection with a transaction, involving that agency or render any service on a contractual basis to or for the Board.

No former member of the School Board shall, for a period of two (2) years following the termination of his/her public service on such Board, contract with, be employed in any capacity by, or be appointed to any position by the Board, except that the School Board may employ a former member for any classroom teaching position which requires a valid Louisiana teaching certificate or a school psychologist with a valid certificate in school psychology, provided the former School Board member holds such a certificate.

No former School Board employee shall, for a period of two (2) years following the termination of his/her employment, assist another person, for compensation, in a transaction, or in an appearance in connection with a transaction in which such former public employee participated at any time during his/her public employment and involving the School Board by which he/she was formerly employed, or for a period of two (2) such years following termination of his/her employment, render any service which such former public employee has rendered to the School Board during the term of his/her public employment on a contractual basis, regardless of the parties to the contract, to, for, or on behalf of the School Board with which he/she was formerly employed.

DEFINITIONS

Agency means a department, office, division, agency, commission, board, committee, or other organizational unit of a governmental entity. For public servants of political subdivisions, it shall mean the agency in which the public servant serves, except that for members of any governing authority and for the elected or appointed chief executive of a governmental entity, it shall mean the governmental entity.

Agency head means the chief executive or administrative officer of an agency or any member of a board or commission who exercises supervision over the agency.

Immediate family as the term relates to a public servant means his/her children, the spouses of his/her children, his/her brothers and their spouses, his/her sisters and their spouses, his/her parents, his/her spouse, and the parents of his/her spouse.

Public servant means a public employee or an elected official.

Political activity means an effort to support or oppose the election of a candidate for political office in an election.

Substantial economic interest means an economic interest which is of greater benefit to the public servant or other person than to a general class or group of persons, except:

- (a) The interest that the public servant has in his/her position, office, rank, salary, per diem, or other matter arising solely from his/her public employment or office.
- (b) The interest that an elected official who is elected to a house, body, or authority has in a position or office of such house, body, or authority which is required to be filled by a member of such house, body, or authority by law, legislative rule, or home rule charter.
- (c) The interest that a person has as a member of the general public.

Transaction involving the governmental entity means any proceeding, application, submission, request for a ruling or other determination, contract, claim, case, or other such particular matter which the public servant or former public servant of the governmental entity in question knows or should know:

- (a) Is, or will be, the subject of action by the governmental entity.
- (b) Is one to which the governmental entity is or will be a party.
- (c) Is one in which the governmental entity has a direct interest. A transaction involving the agency of a governmental entity shall have the same meaning with respect to the agency.

Revised: October, 1997
 Revised: November, 1999
 Revised: August, 2003

Revised: February, 2007
 Revised: March, 2009
 Revised: March, 2011

Ref: La. Rev. Stat. Ann. §§17:81, 17:428, 42:1101, 42:1102, 42:1112, 42:1115, 42:1115.1, 42:1116, 42:1119, 42:1121, 42:1123; Board minutes, 10-7-03, 2-6-07, 3-17-09.

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FILE: CE
Cf: ABD, BBA
Cf: CEC, CED

SCHOOL SUPERINTENDENT

The Tangipahoa Parish School Board shall delegate to the Superintendent the authority and responsibility for the efficient administration of the school system. The Superintendent shall perform his/her administrative functions in accord with the policies adopted by the School Board. The execution of all decisions made by the Board concerning the internal operation of the school system shall be delegated to the Superintendent.

The Superintendent shall be the chief executive officer and educational advisor of the School Board and shall discharge his/her duties as prescribed by the Constitution and statutes of the State of Louisiana, as well as Board policies. As the instructional leader of the school district and its chief executive officer, the Superintendent shall have primary responsibility for personnel actions in the district. The Superintendent shall also be the secretary and treasurer of the School Board.

While retaining ultimate responsibility, the Superintendent shall be authorized to delegate certain duties to other members of his/her administrative staff. This shall include, as appropriate, any administrative or supervisory employee.

The School Board shall appoint the Superintendent for a period not to exceed four (4) years, which period, however, may extend no longer than two (2) years after the expiration of the term of office of the membership of the Board electing the Superintendent. The salary, vacation, and other benefits of the Superintendent shall be determined by the Board upon his/her appointment. The Superintendent need not reside in the Tangipahoa Parish School District.

OFFICE OF SUPERINTENDENT

The Superintendent shall maintain his/her office in the School Board office during regular office hours Monday through Friday, except on designated holidays, to receive the reports of teachers and others and to transact the business required of him/her, except during the time he/she is visiting schools or attending to his/her duties elsewhere.

Revised: June, 1998
 Revised: August, 2005
 Revised: March, 2011

Ref: La. Rev. Stat. Ann. §§17:54, 17:81, 17:90; Board minutes, 8-18-98, 11-15-05.

FILE: CED
Cf: CE

EMPLOYMENT OF SUPERINTENDENT

The Tangipahoa Parish School Board shall employ the Superintendent pursuant to a written contract for a period not to exceed four (4) years, which period, however, may extend no longer than two (2) years after the expiration of the term of office of the members of the Board electing the Superintendent. The election of the Superintendent shall require a favorable vote of a majority of the entire membership of the School Board.

Such contract shall contain but need not be limited to specific performance objectives.

In case of a discrepancy between the contract and any policy, the contract provisions shall prevail. Not less than ninety (90) days prior to the termination of such a contract, the School Board shall notify the Superintendent of termination of employment under such contract, or in lieu thereof the Board and the Superintendent may negotiate and enter into a contract for subsequent employment.

The Superintendent may choose not to enter into a subsequent contract and may either terminate his/her employment or, if he/she has acquired permanent status as a teacher, resume employment as a teacher.

The School Board may choose not to offer a subsequent contract to the Superintendent.

The Superintendent shall be retained during the term of a contract unless the Superintendent is found incompetent, unworthy, or inefficient or is found to have failed to fulfill the terms and performance objectives of his/her contract or to comply with School Board policy. However, before the Superintendent can be removed during the contract period, he/she shall have the right to written charges and a fair hearing before the Board after reasonable written notice.

The Board shall negotiate and offer the Superintendent a new contract at the expiration of each existing contract unless a *majority of the Board membership* votes at least ninety (90) days prior to the termination of the existing contract against offering a new contract.

Revised: March, 2011

Ref: La. Rev. Stat. Ann. §17:54; Board minutes, 11-15-05.

2. It was moved by Mr. Anderson, seconded by Ms. Cohea, to approve the revisions to policy BBBE, Board Member Compensation and Expenses. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: BBBE
Cf: DJD

BOARD MEMBER COMPENSATION AND EXPENSES

The Tangipahoa Parish School Board shall provide an expense allowance and provide for expense reimbursement for its members in accordance with state law. Board members shall receive an expense allowance of \$800 per month with an additional \$100 stipend for the Board President. Board members shall also be authorized to receive reimbursement for mileage going to and from School Board meetings or any meeting called by the Superintendent or his/her staff members in an amount not to exceed ~~\$150.00 per month~~ \$1,800.00 per year, as well as reimbursement for actual

travel and related expenses outside the jurisdictional boundaries of the Board while on official School Board business, all in accordance with Board policy.

Any action increasing the compensation for Board members shall require a ***two-thirds vote of the total membership***. Before any action is taken, however, the Board shall advertise the time and place where the meeting is to be held to consider the expense allowance in the official journal of the Board on at least two (2) separate days during the fifteen (15) days immediately preceding such meeting.

Board members shall be allowed to incur travel expenses to attend in-state and/or out-of-state conferences.

Revised: March, 1985

Revised: August, 2003

Revised: November, 1993

Revised: August, 2004

Revised: February 18, 1997

Revised: August, 2007

Revised: May 13, 1997

Revised: March, 2011

Ref: La. Rev. Stat. Ann. §§[17:56](#) , [17:81](#)

Board minutes, [2-26-85](#), [2-18-97](#) , [5-13-97](#) , [10-7-03](#) , [12-7-04](#) , [8-21-07](#)

Tangipahoa Parish School Board

3. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to approve the revisions of policy DFL, Investments. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: DFL

INVESTMENTS

The Tangipahoa Parish School Board, in accordance with statutory provisions, may invest any funds which are available for investment and are above the immediate cash requirements of the Board, from whatever source derived, in statutorily sanctioned investments. Types of investments include Direct U.S. Treasury obligations, bonds, debentures, notes issued by or guaranteed by federal agencies; bonds, debentures, notes, or other evidence of indebtedness issued by the state of Louisiana or any other state of the United States, or any of ~~it's~~ the political subdivisions of any state, with limited exceptions noted in La. Rev. Stat. Ann. §33:2955; or certificates, or time certificates of deposit in any bank domiciled or having a branch office in Louisiana or any other federally insured investment. The interest earned on any such investment shall be credited to the fund from which the investment was made.

The Board shall authorize its President and Superintendent, as treasurer, to invest any surplus funds in whatever type deposit that will offer the Board the most favorable rates of interest.

Investments of the Board shall be guided by the following:

1. Cash management and investment activities shall be conducted in a manner consistent with prudent business practices applied by governmental entities and shall be in compliance with applicable statutes.
2. Funds as determined by the chief financial officer to be in excess of immediate cash requirement shall be invested only in statutorily permitted obligations.
3. Appropriate emphasis in making any investment shall be in the following order:
 - a) to ensure safety of the principal amount.

- b) to ensure liquidity of funds to meet all obligations of the Board.
- c) the yield of the investments.

In no event shall monies be considered available for investment unless and until such funds are determined by the Superintendent or chief financial officer, in the exercise of prudent judgment, to be in excess of the immediate cash requirements of the fund to which the monies are credited. As a criteria in making such a determination, any amount of money exceeding ten thousand dollars which is on demand deposit to the credit of the School Board, or to the credit of any fund and which is not required to meet an obligation for at least forty-five (45) days, or any amount of money exceeding one hundred thousand dollars which is on demand to the credit of the School Board or to the credit of any fund and which is not required to meet an obligation for at least fifteen (15) days shall be construed available for investment.

Revised: December, 1995

Revised: October, 1997

Revised: March, 2010

Revised: March, 2011

Ref: La. Rev. Stat. Ann. §§17:99, 33:2955, 39:1221; Board minutes, 3-2-10.

4. It was moved by Mr. Anderson, seconded by Ms. Cohea, to adopted policy DFN, Sale of Buildings and Land, with revision. Hearing no objection, the motion was adopted. Following is the adopted policy:

NEW POLICY

FILE:DFN

Cf: DO

SALE OF BUILDINGS AND LAND

The Tangipahoa Parish School Board may sell, or otherwise dispose of, at public or private sale, for cash or on terms of credit, any school site, building, facility, or other property which is not used and, in the judgment of the School Board, is not needed in the operation of any school or schools within the district. Any such sale, lease, or disposal of such school property shall be on such terms and conditions and for such consideration as the School Board shall prescribe.

PROCEDURES

Real estate that has been declared as no longer needed for public school purposes shall be disposed of as outlined below:

1. At least one (1) real estate appraisal shall be obtained reflecting the fair market value.
2. Local governmental authorities shall be notified that such property is no longer needed for school purposes and invited to submit a proposal if there is a need for such property.
3. Advertisement for sealed bids shall be published in the Board's official journal on at least three (3) separate days for at least thirty (30) days prior to the date the land is to be offered for sale, or as otherwise provided for in state law.
4. Upon receipt and opening of bids at the time designated, all bids shall be considered by the Board and the property sold to the highest bidder in accordance with such terms and conditions as the School Board shall determine. The Board shall reserve the right to reject any and all bids.

- A. The first time the School Board offers a particular property for sale, the minimum bid shall be eighty-five percent (85%) of the appraised value of the property.
- B. If the School Board fails to sell the property because the maximum bid received was not equal to or greater than the minimum bid in item A. above, the School Board may make a second effort to sell the property. The minimum bid for a second effort to sell the same property shall be eighty percent (80%) of the appraised value.
- C. If the School Board has twice failed to sell property because the maximum bid received was not equal to or greater than the minimum bid provided above, there shall be no minimum bid at the third effort to sell the property, and the School Board may sell the property to the highest bidder.

New policy: March, 2011

Ref: La. Rev. Stat. Ann. §' 17:87, 17:87.6, 41:891, 41:892.

- 5. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to adopt policy DIBA, American Recovery and Reinvestment Reporting Requirements. Hearing no objection, the motion was adopted. Following is the adopted policy:

NEW POLICY

FILE: DIBA

AMERICAN RECOVERY AND REINVESTMENT REPORTING REQUIREMENTS

The Tangipahoa Parish School Board shall adhere to federal and state guidelines in the receipt of reports on use of funds received through the federal *American Recovery and Reinvestment Act of 2009*. These guidelines require the School Board, as recipient of *Recovery Act* funds, to submit quarterly reports on the use of such funds to the federal government no later than the 10th day following the end of each quarter.

New policy: March, 2011

Ref: *American Recovery and Reinvestment Act of 2009*, (Public Law 111-5).

- 6. It was moved by Ms. Dominguez, seconded by Ms. Cohea, to approve the revisions to policy DJED, Bids and Quotations. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: DJED

BIDS AND QUOTATIONS

PUBLIC WORKS

The Tangipahoa Parish School Board shall advertise and let by contract, except in cases of emergencies as provided below, all public work exceeding \$150,000 or such sum as allowed by law, including labor, materials, equipment, and administrative overhead not to exceed fifteen percent (15%). The contract shall be awarded to the lowest responsible bidder who has bid according to the contract, plans, and specifications advertised. Public works which are estimated to cost less than the contract limit may be undertaken by the Board with its own employees.

As an evidence of good faith of the bidder, the Board shall require bidders for construction, improvement, repair, or other work to attach to the bid submitted, a bid bond, certified check, or cashier's check for not more than five percent (5%) of the contract work to be done. The Board may require a bid bond or certified or cashier's

check of not more than five percent (5%) of the estimated price on bids taken for supplies and materials.

When any bid is accepted for construction or doing any public works, a written contract shall be entered into by the successful bidder and the School Board, and the successful bidder shall furnish a *performance and payment bond* in the full amount of the contract for contracts of \$50,000 or more, for the faithful performance of his or her duties, from a company licensed to do business in Louisiana.

Under no circumstances shall there be a division or separation of any public work project into smaller projects, which division or separation would have the effect of avoiding the requirement that public work be advertised and let by contract to the lowest responsible bidder in accordance with statutory provisions.

MATERIALS AND SUPPLIES

All purchases of materials or supplies exceeding the sum of \$30,000 to be paid out of public funds shall be advertised and let by contract to the lowest responsible bidder who has bid according to the specifications as advertised. In addition, purchases of materials or supplies of at least \$10,000, but not more than \$30,000, shall be made by obtaining not less than three (3) telephone or facsimile quotations. A written confirmation of the accepted offer shall be obtained and made a part of the purchase file. The Board may require a written contract or bond when purchasing the materials or supplies. If quotations are received that are lower than the quote accepted, a notation shall be entered into the file as to the reasons for rejection of the lower quotes.

Purchases cannot be divided by departments or by a school if the effect is to evade the state's public bid law. Purchases of commodities that are bought in small but recurring amounts through the year shall be bid on an annual basis.

EMERGENCIES

In cases of an emergency or extreme emergency when time is not sufficient to advertise for bids for public works or purchase of materials, the Board is permitted by law to declare that a public emergency or extreme public emergency exists and extend a contract for more than the sums mentioned without going out to bid; however, in such cases every effort shall be made by the administration to secure competitive quotations through negotiations. State law permits a person designated by the Board to declare the existence of an *extreme public emergency*. Notices of an *emergency* or *extreme emergency* shall be published in the Board's official journal within ten (10) days of the emergency being certified by the School Board or designee.

USE OF STATE CONTRACT

The School Board may make use of valid contracts put in place by the State of Louisiana Office of State Purchasing. The Board may also *piggyback*, or purchase materials and supplies on valid contracts of other political subdivisions.

BID ADVERTISEMENTS

All advertisements for bids for public works shall appear in the newspaper selected as the official journal for the School Board, except in emergencies as may be declared by the Board. Any advertisement for any contract for public works, when published, shall appear once a week for three (3) different weeks in a newspaper in the locality and the first advertisement shall appear at least twenty-five (25) days before the opening of bids. Any advertisement for any contract or purchase of materials or supplies shall be published two (2) times in a newspaper in the locality, the first advertisement appearing at least fifteen (15) days prior to the opening of bids.

In addition to newspaper advertisements, the School Board shall also publish advertisements and accept bids by electronic media in accordance with uniform

standards promulgated by the state. In any advertisement, the first publication shall not occur on a Saturday, Sunday, or legal holiday.

If the School Board issues or causes to be issued on a public work exceeding the contract limit set by state law, any addendum modifying plans and specifications within a period of seven (7) days prior to the advertised time for opening of bids, excluding Saturdays, Sundays, and any other legal holidays, the School Board shall transmit a copy of the addendum to all prime bidders who have requested bid documents. The transmission shall be completed within twenty-four (24) hours of the issuance of the addendum, and may be delivered by either facsimile transmission (fax), e-mail, other electronic means, or by hand provided the prime bidder has supplied the fax number or e-mail address to the Board. In addition, a copy of the addendum shall be sent by regular mail. If the addendum cannot be transmitted by fax, e-mail, other electronic means, or hand delivered, the Board shall be required to postpone the bid opening by at least seven (7) days.

The School Board shall not issue or cause to be issued any addendum modifying plans and specifications within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven (7), but not more than twenty-one (21) working days, without the requirement of readvertising. The addendum shall state the revised time and date for the opening of bids.

OPENING OF BIDS

All bids shall be opened in public in the presence of one or more witnesses, at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and open to public inspection. However, the School Board shall not accept or take any bids including receiving any hand delivered bids, on days which are recognized as holidays by the United States Postal Service. The Superintendent and/or other appropriate administrators shall review, summarize and report bids to the Board with recommendations for final action.

If the School Board proposes to disqualify any bidder, the School Board shall:

- (1) Give written notice of the proposed disqualification to such bidder, and include in the written notice all reasons for the proposed disqualification; and
- (2) Give such bidder, who is proposed to be disqualified, the opportunity to be heard at an informal hearing, at which such bidder is afforded the opportunity to refute the reasons for the disqualification.

EXCLUSION/REJECTION OF BIDS

The School Board, after the opening of bids, shall require each bidder or bidding entity to attest or submit an attestation that the sole proprietor, partner, incorporator, director, manager, officer, or other like individual who owns at least ten percent (10%) of the bidding entity, has not been convicted of, or has not entered a plea of guilty or nolo contendere (no contest) to any of the crimes or equivalent federal crimes listed in La. Rev. Stat. Ann. §38:2227.

In awarding bids or contracts, the School Board shall be authorized to reject the lowest bid from a business in which any individual with ownership interest of five percent (5%) or more has been convicted of, pled guilty or nolo contendere to any a state felony crime or equivalent federal crime committed in the solicitation or execution of a contract or bid under the state laws governing public contracts; professional, personal, consulting, and social services procurement; or the Louisiana Procurement Code.

Any contract between the School Board and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be null and void.

Any person whose conviction causes the nullity of a contract shall be responsible for payment of all costs, attorney fees, and damages incurred in the rebidding of the contract.

Revised: December, 1991
 Revised: December, 1992
 Revised: November, 1993
 Revised: December, 1995
 Revised: October, 1997
 Revised: November, 1999
 Revised: November, 2001

Revised: June, 2002
 Revised: August, 2003
 Revised: November, 2003
 Revised: September, 2004
 Revised: December, 2009
 Revised: March, 2010
 Revised: March, 2011

Ref: La. Rev. Stat. Ann. §§[9:2716](#), [38:2181](#), [38:2182](#), 38:2211, 38:2212, 38:2212.1, [38:2212.9](#), 38:2214, 38:2218, [38:2227](#), 38:2251, 39:1551, [39:1552](#), [39:1553](#), [39:1554](#), [39:1554.1](#), [39:1556](#), [39:1557](#), [39:1558](#), [39:1597](#), [39:1710](#); Board minutes, 8-6-02, 12-7-04, 12-8-09, 3-2-10.

7. It was moved by Ms. Dominguez, seconded by Ms. Cohea, to approve the revisions to policy DO, School Properties Disposal Procedure. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: DO
Cf: DFN

SCHOOL PROPERTIES DISPOSAL PROCEDURE

The Superintendent shall advise the Tangipahoa Parish School Board when certain property is no longer needed for public school purposes.

The Board may at such time as it deems proper and at its discretion declare that such property is surplus and no longer needed for public school purposes.

Once school property, real or personal, is declared no longer needed for public school purposes, the Board shall take appropriate action to dispose of such property as permitted by statutory provisions.

Revised: March, 2011

Ref: La. Rev. Stat. Ann. §17:87.6.

8. It was moved by Mr. Anderson, seconded by Mr. Dangerfield, to approve the revisions to policy EBC, Buildings and Grounds Security. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: EBC
Cf: GAMI, JCAB
Cf: JCDAE, KG, KM

BUILDINGS AND GROUNDS SECURITY

It is the policy of the Tangipahoa Parish School Board that a concerted effort be made at all times by the Board and all personnel to provide for the security and protection of its students, employees, visitors, facilities, and equipment.

Security not only encompasses maintenance of secure (locked) buildings but other strategies to make the school environment safe, such as protection from fire hazards

and faulty equipment and safe practices in the use of electrical, plumbing, and heating equipment, and the protection of students, staff, and visitors at school functions, whether on or off campus.

Access to school buildings and grounds outside of regular school hours shall be limited to personnel whose work requires it. An adequate key control system shall be established which will limit access to buildings to authorized personnel *only* and will safeguard against the potential of entrance to buildings by unauthorized persons with keys.

Records and funds shall be kept in a safe place and under lock and key when required.

Protective devices designed to be used as safeguards against illegal entry and vandalism shall be installed when appropriate to the individual situation. Employment of watchmen may be approved in situations where special risks are involved.

It will be the duty of the school principal or building administrator to develop a plan of action that includes the following:

1. Care shall be taken to see that all windows and doors are properly secured before leaving the school or central office buildings at the close of the day.
2. Care shall be taken to ensure that all burglar alarm systems, where installed, are activated at the end of the day and deactivated at the beginning of a work day.
3. All gates controlling access to facilities and parking areas shall be secured when school plant or facility is not in use.

FIREARM FREE ZONES

The areas surrounding the school campus or within 1,000 feet of any such school campus, or within a school bus, shall be designated *Firearm Free Zones*. It is unlawful for a student or non-student to intentionally possess a firearm on school property or within 1,000 feet of school property or while on a school bus. The School Board, in cooperation with local governmental agencies and the Louisiana Department of Education, shall designate and mark *Firearm Free Zones* which surround all schools and school property.

BODY ARMOR

It shall be unlawful and against School Board policy for any student or non-student to wear or possess on his/her person, at any time, body armor on any School Board property, school campus, at a school-sponsored function, on a school bus or other school transportation, or in a firearm free zone, with limited exception as enumerated in La. Rev. Stat. Ann. §14:95.9. School-sponsored functions shall include, but not be limited to, athletic competitions, dances, parties, or any extracurricular activities.

Body armor shall mean bullet-resistant metal or other material intended to provide protection from weapons or bodily injury.

The School Board shall post permanent notices of such prohibition at each major point of entry to the school.

DRUG FREE ZONES

The area within ~~1,000~~ 2,000 feet of any property used for school purposes by any school, or on a school bus, shall be designated as *Drug Free Zones*. It is unlawful for anyone to use, distribute, be under the influence of, manufacture or possess any controlled substances as defined by statute in a *Drug Free Zone*. The Tangipahoa

Parish School Board, in cooperation with local governmental agencies, and the Louisiana Department of Education, shall designate and mark *Drug Free Zones* which surround all schools and school property.

ELECTRONIC TELECOMMUNICATION DEVICES (*Information in green italics moved from below*)

Except as may be allowed by School Board policy, no person, unless authorized by the school principal or designee, shall use, possess, or operate any electronic telecommunication device including any facsimile system, radio paging service, mobile telephone service, intercom, or electromechanical paging system in any elementary or secondary school building, or on the grounds thereof while school is in session or in any school bus. Appropriate law enforcement agencies shall be notified of any person, other than a pupil or school employee, who violates this policy while on school property without authority.

SEARCH OF PERSONS OTHER THAN STUDENTS

Any school principal, administrator, teacher, or school security guards may search the person, book bag, briefcase, purse or other object in the possession of any person who is not a student enrolled in the school, or any school employee, while in or on school grounds. This search may be done randomly with a metal detector, or physically when there is reasonable suspicion that such person has any weapons, illegal drugs, alcohol, stolen goods, or objects in violation of School Board policy.

SURVEILLANCE CAMERAS ON SCHOOL CAMPUS

In order to assist in the protection and safety of employees and students, the Tangipahoa Parish School Board shall authorize the installation of surveillance cameras at various locations on school campuses, but shall not allow placement in bathrooms and/or dressing rooms. Students or employees viewed violating school rules and regulations shall be disciplined, in accordance with Board regulations, up to and including expulsion/termination. Action may be taken against visitors viewed breaking regulations, including notification of law enforcement officials.

Revised: August, 2003

Revised: March, 2009

Revised: March, 2011

Ref: La. Rev. Stat. Ann. '14:95.6, 14:95.9,17:81, 17:239, 17:240, 17:405, 17:416.6; Board minutes, 10-7-03, 3-17-09.

9. It was moved by Ms. Dominguez, seconded by Mr. Anderson, to approve the revisions to policy EE, Child Nutrition Program Management. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: EE
Cf: JGB, KG

CHILD NUTRITION PROGRAM MANAGEMENT

The Tangipahoa Parish School Board believes the school district should have a sound child nutrition program and that the child nutrition program should be an integral part of the total educational program. The Board also believes that the highest possible sanitation standards should be maintained and that every effort should be made to make it possible for every child to participate in the child nutrition program without regard to race, color, disability, national origin, sex, or age.

GUIDELINES

~~Consequently,~~ The Board shall administer a *Food and Nutrition Program* in accordance with federal and state standards and requirements as outlined by the

Louisiana Department of Education, Bulletin 1196, *Louisiana Food and Nutrition Programs, Policies of Operation*, including that only products that have met all state certification requirements shall be utilized in child nutrition facilities. ~~Uniform school lunch and breakfast menus shall be established for the schools with the provisions that a cafeteria may, in addition to the uniform lunch, serve an additional menu to provide a choice for pupils. Menus shall conform to USDA requirements and those of the Division of Nutrition Assistance, Louisiana Department of Education.~~ The School Board, as the recognized child nutrition program authority for the school district, shall annually approve the national school lunch program, school breakfast program, U.S.D.A. school commodity programs and any other related programs. The approved agreement shall meet all specifications mandated by the Louisiana Department of Education's *Division of Nutrition Assistance*.

Guidelines of the Louisiana Sanitary Code shall be strictly followed in the preparation, serving, and cleaning of all child nutrition programs and facilities.

Each school shall abide by state and federal guideline restrictions on the operation of concessions, canteens, snack bars, vending machines or other food and beverage sales.

No supplies or foods, including leftovers, shall be removed from the child nutrition department by any employee of the school system unless he/she has been authorized to transfer the items to another school location. Disciplinary action may result for unauthorized food removal.

SPECIAL EVENTS

Special events should not interfere with the preparation and service of school lunch, breakfasts, or snacks. School functions involving the use of the cafeteria shall be arranged through the principal and approved by the child nutrition supervisor. Whenever the cafeteria is used by the school, one or more of the child nutrition employees shall be in charge to ensure control over child nutrition foods and to ensure proper use and care of equipment and facilities. A *Special Event* form must be completed and sent to the supervisor of child nutrition at least two (2) weeks in advance of the event. Events that occur at scheduled times during the school year can be handled by sending in one notice listing all of the dates.

PAYMENT FOR MEALS

~~Regulations prohibit the denial of free, reduced price or paid meals as disciplinary action to any child in attendance at school. Denying meals to students for disciplinary reasons associated with disruptive behavior in the cafeteria, selling free meal tickets, etc. is prohibited under Federal regulations. Disciplinary action used for other unacceptable behavior should be applied in these situations.~~

~~The School Board is not obligated to continue providing meals without receiving payment. The students' ability to pay is determined through the free and reduced price meal application process. Those students not eligible for free meals must pay for their meals at the prices established for full price and reduced price students. Regulations do not prohibit a school system from denying a meal to paying students who have not paid for the meal.~~

Meals may be paid for daily, weekly, monthly, or annually. Those students not eligible for free meals must pay for their meals at the prices established for full price and reduced price students. Those students not eligible for free meals who have not paid for a scheduled meal may have that meal withheld.

In elementary schools, prior to withholding a meal, the school shall:

1. Provide actual notification to the child's parent or legal guardian as to the date and time after which meals may be denied, the reason for such denial, any action that may be taken by the parent or legal guardian to

prevent further denial of meals, and the consequences of the failure to take appropriate actions to prevent such denial, including that the school governing authority shall contact the office of community services within the Department of Social Services upon the *third* instance of such denial during a single school year.

2. Verify with appropriate school staff that the child does not have an *Individual Education Plan* that requires the child to receive meals provided by the school to ensure that neither the child's health nor learning ability will be negatively affected by denying the child meals during school hours.

If the school denies a scheduled meal to a child, the school shall provide a sandwich or a substantial and nutritious snack item to the child as a substitute for the meal denied.

Upon the third (3rd) instance during a single school year of the same elementary school child being denied a meal during school hours, the School Board shall contact the office of community services within the Department of Social Services to report the failure of the parent or guardian to pay for meals which has resulted in repeated denials of meals during school hours.

The School Board shall document each instance that a child is denied a meal in an elementary school and shall report annually to the State Superintendent of Education and to the respective legislative Committees on Education relative to the number of instances of denials of meals to children during school hours, the reason for the denial of meals to the child, the age and grade of each child so denied, and whether the child qualifies for free or reduced price lunch programs.

Charitable funds donated by school employees or other charitable funds may be used to pay for a child's meal in the event that he/she is subject to the denial of a meal during school hours.

No discrimination against any individual shall occur because of his/her inability to pay, nor shall the Board or any nutrition service provider publish or permit to be published the names of any individual unable to pay for the food.

Any public school employee who discloses the name of any individual unable to pay for such food, either orally or in written form, except as reasonably necessary in the conduct of his/her official duties, shall be subject to the penalties provided in state law. No employee shall disclose such information to any student for any reason.

Collection of Lunch Money

1. Bills will be sent home with the students the first working day of the month. The first month's bill will include the months of August and September. Any credit balances from the previous year shall be deducted from this bill. If there are any unpaid debts, they should be added to this bill and any future billing until they are paid.
2. A late notice shall be sent to the parent within five (5) days after the bill is sent. The late notice will advise the parent of the cut-off date for their child to receive meals in the cafeteria unless the bill is paid. If the parent has not paid the bill or made arrangements with the principal for payment of the bill, the "Four Day Rule" shall be implemented as follows:

Pre-Kindergarten - ~~Sixth (6th)~~ Eighth (8th) Grades:

Day 1:

The manager/cashier informs the student that he/she does not have sufficient funds to pay for the meal. ~~and asks the student to ask the parent to send the~~

~~money the next school day;~~ The student is advised to bring money the next day. The manager/cashier shall ~~put~~ place a delinquent notice in the teacher's mailbox. The teacher gives the envelope to the student at the end of the day, advising the student to give the notice to Mom/Dad. The Billing Clerk/Cashier begins tracking the payments on the "Meal Charge Report."

Day 2:

~~The manager/cashier informs the student he/she shall not be able to serve him/her a full meal on the next day without money and the manager/cashier shall place a second delinquent notice in the teacher's mailbox.~~ The next day, if the student is in line for a meal without money to pay current charges, the manager/cashier asks the student to inform Mom/Dad that they need to send lunch money tomorrow. Manager/cashier completes a delinquent notice and places the notice in the homeroom teacher's mail box or follows a procedure prescribed by the principal. The teacher gives the envelope to the student advising the student to give the notice to Mom/Dad. The Billing Clerk/Cashier updates the *Meal Charge Report*.

Day 3:

~~The manager/cashier shall send the student to the principal's office to resolve the problem with the principal. The principal may:~~

- ~~1. Ask the student to call the parent to bring money or lunch to the school.~~
- ~~2. Personally contact the parent to bring money or lunch to the school.~~
- ~~3. Ask the manager to provide the student with a non-reimbursable meal.~~

The manager/cashier will update the *Meal Charge Report* and send the report to the principal. The principal, will determine if the student is to be denied a meal and send the report back to the manager with instructions. The principal or his designee must:

1. Verify with appropriate school staff that the child does not have and Individual Education Plan that requires the child to receive meals provided by the school to ensure that neither the child's health nor learning ability will be negatively affected by denying the child meals during school hours. If the IEP plan does require that the student receive meals, and the parent refuses to pay, general operations will cover the cost of the meals.
2. The principal, or the designee must contact the parent, advising the parent, unless money is sent to cover the cost of the meals, the child will not be served meals in the cafeteria. The principal, or designee, must advise the parent as to the date and time the meals will no longer be provided.
3. The principal or designee may not deny meals until they have personally contacted the parent. **UNDER NO CIRCUMSTANCES MAY A TRAY BE TAKEN AWAY FROM A STUDENT IN LINE.** If the principal or designee allows the student to continue eating, he/she is responsible for debts incurred. Unpaid balances may be subtracted from the extra sales check received at the end of the year. The Child Nutrition Program is not allowed to pay for student meals.

Day 4 ~~and thereafter:~~

- ~~4. A third notice, including a free lunch application shall be sent to the parent expressing concern that the child is no longer eligible to eat in the cafeteria and encouraging the parent to complete the free lunch application. Needs revision by Board~~
- ~~5. If the parent fails to pay the bill, complete another free lunch application, make other arrangements for meals (bag lunches) for his/her child, or make arrangements with the principal for payment of the bill, the billing clerk shall advise the principal.~~
- ~~6. The principal shall be ultimately responsible for the collection of payments. The late notices sent to the parents (the bill and the late notice) are computer generated. The principal shall send a late notice with his/her signature.~~

Without payment, the student will not be allowed to eat. Juice, crackers, and cheese, or a sunbutter and jelly sandwich and juice will be served. The principal, or designee, when denying a student's meals, must maintain records containing the following information: (1) the student's name, (2) the reason for denial of a meal, (3) the student's age and grade, and (4) whether the child qualifies for free or reduced price meals.

5. A letter, including a free lunch application, will be sent to the parent expressing concern that the child is no longer eligible to eat in the cafeteria and encouraging the parent to complete the free lunch application.
6. If the parent fails to pay the bill, complete another free lunch application, make other arrangements for meals (bag lunches) for their child, or make arrangements with the principal for payment of the bill, the principal will schedule a parent conference. If the principal cannot solve the problem during the parent conference, a second conference will be scheduled chaired by someone from the Office of Child Welfare. If the parent fails to agree to pay the bill, or provide a bag lunch for the child, the refusal will be viewed as parental neglect, and the matter will be turned over to Child Welfare for appropriate action. During this time the child will not be served meals.
7. Upon the third instance during a single school year of the same elementary school child being denied a meals during school hours, the Director of the Child Welfare Program shall contact the office of community services within the Department of Social Services to report the failure of the parent or guardian to pay for meals which has resulted in repeated denials of meals during school hours.
8. The principal is ultimately responsible for the collection of payments. The late notices sent to the parents (the bill and the late notice) sent from the Child Nutrition Department are computer generated. The principal may opt to send their own late notice.
9. Annually a report will be sent to the state superintendent of education, to the House Committee on Education, and to the Senate Committee on Education documenting the number of instances of denials of meals to students during school hours, the reason for denial, the age and grade of each child denied meals, and whether the child qualifies for free or reduced price meals.

Collection Procedure Grades 7-12:

- ~~1. Students in the grades 7-12 pay for their meals daily. Limited credit shall be extended to students in these grades.~~
1. If a student fails to bring his/her money, the "Two Day Rule" is to be followed:

- Day 1: A *Delinquent Meal Payment Notice* will be given to the student. The manager will explain that if the student forgets to bring his/her money for this meal the following day, they will not be allowed to eat.
- Day 2: The student must bring money for the previous day, as well as the current day, or they will be refused a meal.

2. Under no circumstances may a tray be taken away from a student in line. If a student enters the line, after the principal has notified the parent the student will not be fed on a specified date, the manager must notify the principal in writing that the child was served a meal. The principal is ultimately responsible for all meals served the student on credit.

FREE AND REDUCED PRICE MEAL APPLICATIONS

Eligibility for participation of students in the free and reduced meal program shall be determined by family meal application or direct certification of participation in migrant, runaway, or homeless education programs. A multi-child, family application to apply for school meal benefits shall be sent to the parents or guardians of each student within the first week of school. Parents shall be requested to complete an application listing all students enrolled in Tangipahoa Parish public schools and return it to the determining official for review. The applicant should be made aware that deliberate misrepresentation on the application may subject him or her to prosecution under applicable state and federal criminal statutes. Such applications (approved and disapproved) and documentation of the action taken shall be maintained for three (3) years after the end of the fiscal year to which they pertain.

State guidelines allow for the limited disclosure of information about free and reduced price meal eligibility without consent of the parent. The information may be used *only* for the purpose authorized and may not be shared with any other parties for any reason. Aggregate information that does not identify individuals continues to be permitted without parental consent. Under the *No Child Left Behind Act* (NCLB), the release of a child's eligibility status is permitted to persons directly connected with and who need to know a child's free and reduced price meal eligibility status in order to administer and enforce the Title I requirements under the NCLB. The statute, however, does not allow the disclosure of any other information obtained from the free lunch application form or obtained through the direct certification information received from the food stamp office.

Revised: October, 1997
 Revised: February, 2002
 Revised: March, 2002
 Revised: August, 2005
 Revised: March, 2011

Ref: *No Child Left Behind Act of 2001* (NCLB); La. Rev. Stat. Ann. §§17:82, 17:191, 17:192, 17:192.1, 17:195, 17:196, 17:197.1, 17:198, 17:199, 39:2101, 40:4; Louisiana Food and Nutrition Programs, Policies of Operation, Bulletin 1196, Louisiana Department of Education; Louisiana Sanitary Code, La. Dept. of Health and Hospitals; Board minutes, 1-8-02, 3-05-02, 11-15-05.

Mr. Duncan entered the meeting.

10. It was moved by Ms. Dominguez, seconded by Mr. Anderson, to adopt policy EDDBA, Responsibility for Vehicle Operation, with revision. Hearing no objection, the motion was adopted. Following is the adopted policy:

NEW POLICY

FILE: EDDBA

RESPONSIBILITY FOR VEHICLE OPERATION

BOARD-OWNED OR LEASED VEHICLES

The Tangipahoa Parish School Board shall require that **only** authorized employees with valid drivers' licenses be allowed to operate and drive vehicles owned or leased by the Board. *Authorized employees* shall be those employees whom the school system has authorized to drive Board-owned or leased vehicles after having their driving records and insurance qualifications examined for acceptability by School Board staff.

The Tangipahoa Parish School Board requires the highest possible standards of safety of its employees in the operation of vehicles owned or leased by the School Board. Accordingly, no person may be hired or employed for any position which includes duties involving the operation of a School Board owned or leased vehicle who has a motor vehicle record with violations for driving while intoxicated or under the influence, leaving the scene of an accident, or other serious motor vehicle violations, nor whose driver's license is suspended.

ARRESTS OR CITATIONS FOR MOTOR VEHICLE VIOLATIONS

A *school bus operator* shall report his/her arrest for violation of any law or local ordinance that prohibits operating a vehicle while under the influence of alcohol or any abused substance or controlled dangerous substance set forth in the drug schedules enumerated in La. Rev. Stat. Ann. '40:964. *School bus operator* shall mean any employee of the School Board whose duty is to transport students in any school bus or activity bus to and from school or to and from any school-related activity.

The report shall be made by the operator to the Superintendent or his/her designee. Such report shall be made within twenty-four (24) hours of the arrest or prior to the operator next reporting for his/her work assignment as a school bus operator, whichever time period is shorter. Such report shall be made by the school bus operator regardless of who owns or leases the vehicle being driven at the time of the offense for which the operator was arrested and regardless of whether the operator was performing an official duty or responsibility at the time of the offense.

A school bus operator who fails to report his/her arrest for violations of operating a vehicle as noted above shall be terminated by the School Board if the operator is serving a probationary term of employment, or shall be subject to removal as provided for by state law if the operator is tenured. If the bus operator is tenured, written and signed charges alleging such failure to report violations shall be brought against the bus operator.

Any employee of the school system employed for any position which includes duties involving the operation of a School Board owned or leased vehicle, or operating a private vehicle while conducting Board-related business, shall report by telephone and in writing to the Transportation Supervisor, any citation, summons, or arrest for driving while under the influence of drugs or alcohol, driving while intoxicated, leaving the scene of an accident, driving while license is suspended, or other serious motor vehicle violations. Such report shall be required whether the usage is of a district owned or leased vehicle or a personal/private vehicle. Failure to report any such violations within twenty-four (24) hours after any arrest or citation shall be a violation of this policy and subject the employee to discipline including the possible termination of employment. All reports to the Transportation Supervisor shall be forwarded to the personnel office for appropriate disciplinary action and reporting to the School Board's insurer. If denied coverage by the insurer, an employee may be terminated.

In the event a citation, summons or arrest involves the operation of a School Board owned or leased vehicle, the driving privileges of an employee may be immediately removed. For an employee whose primary duty is the driving of a School Board owned or leased vehicle, the employee may be suspended by the School Board with or without pay, or terminated if the violation results in conviction.

MOTOR VEHICLE DRIVING RECORD

The Transportation Supervisor shall, at a minimum of once a year, submit a list of employees who drive School Board owned or leased vehicles to the Louisiana Department of Motor Vehicles for verification of driving records and for updating information provided to the insurer.

New policy: March, 2011

Ref: La. Rev. Stat. Ann. ' '14:32.1, 14:32.8, 14:39.2, 14:98, 14:98.1, 14:98.2, 14:100, 17:81; Student Transportation Handbook, Bulletin 1191, Louisiana Department of Education.

11. It was moved by Ms. Cohea, seconded by Mr. Dangerfield, to approve the revisions to policy GBD, Employment of Personnel. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: GBD
Cf: GBDA, GBJ, GBM

EMPLOYMENT OF PERSONNEL

The Tangipahoa Parish School Board and its administrative staff believes that it has an obligation to provide the children attending its schools with the very best personnel available regardless of race, color, creed, sex, age, national origin or any similar personal characteristic. Age shall be considered only with respect to minimums set by law.

The Superintendent or his/her designee shall be responsible for establishing and maintaining appropriate procedures for reviewing and evaluating any and all applicants for selection, including administrative and supervisory personnel, and assuring adherence to applicable state and federal legal requirements. Selection of personnel to fill all positions shall be made on a non-discriminatory basis with selection procedures and evaluative criteria known to all applicants. Applicants should not resort to the use of political, social, or other pressures to gain employment or promotion. Applications from persons applying for any position with the Tangipahoa Parish School System shall be valid for one (1) year from date of application, and after meeting all employment requirements.

PERSONNEL CHANGES

The School Board shall select teachers and all other personnel from recommendations made by the Superintendent. It shall be the responsibility of the Superintendent to ensure that all persons recommended have proper certification where applicable, and are qualified for the position.

Interested parties who apply for, and who are interviewed for, an advertised vacancy may be considered for employment in a similar position should a similar position become vacant within thirty (30) days of the previous advertisement. This will apply only when there are viable applicants who were interviewed for the previous vacancy, or as otherwise deemed necessary by the School Board. The School Board may require advertisement for any similar positions which open during the thirty (30) day period; however, applicants who were interviewed for the previous similar position may use their established interview scores when applying for the newly advertised similar position.

CERTIFIED PERSONNEL

The Superintendent and/or his/her designee shall consult with the principal regarding any possible selections made by the Superintendent for hiring or placement of any teacher or other certified personnel at the school in which the principal is employed. In addition, the Superintendent and/or his/her designee shall consult with teachers regarding any possible selections made by the Superintendent for the hiring or

placement of a principal at the school in which such teachers are employed, subject to the provisions of any applicable court order.

The School Board shall provide for parental involvement in the selection of principals and assistant principals. A parent committee for this purpose shall be selected by the principal of each school to be comprised of at least five (5), but not more than seven (7), parents of students enrolled in the school. Parents selected for membership on the committee should be representative of the student body of the school. The parental involvement shall not supplant the authority of the Superintendent of Schools to recommend persons for the position of school principal or assistant principal. Instead, such involvement is designed to provide parental input to the Superintendent of Schools as to who should be considered for nomination by him/her to serve as principal or assistant principal of a particular school prior to consideration by the School Board.

The Board shall require all teaching personnel employed by the district to possess those qualifications set forth by the Louisiana Board of Elementary and Secondary Education (BESE) and by all applicable accrediting agencies. The Board also recognizes that these qualifications, as well as qualifications for all positions, are set up to promote minimum standards. The Superintendent and/or his/her designee shall strive to employ persons who exceed these minimum requirements, whenever possible.

Persons newly appointed or employed in administrative or supervisory positions that require certification shall be placed on two (2) year employment contracts. Upon renewal, the employee contract shall be for two (2) years.

Criteria for Employment of Teachers

When a teaching position becomes open, the school system shall send the names of qualified black applicants who have timely submitted an application for employment to the principals. These applicants must meet the state certification requirements. The principal shall choose from these applicants for the open position. If the principal does not choose one of the black applicants, written reasons for the objection shall be given to a committee comprised of the Chief Desegregation Plan Implementation Officer, the Director of Personnel, and the Minority Recruitment Officer (the "Committee"). The rejected applicant(s) will then be interviewed by the Committee to determine whether the/any applicant(s) should be recommended for employment by the Committee to the Superintendent for a recommendation for employment.

If no white or black applicant(s) are certified for a particular position, a black certified teacher can be hired to fill the position, subject to the same procedure specified above. If none of the applicants for a particular position is certified by the state for the particular position, black applicants shall be given a preference in hiring subject to the procedure specified above for certified teachers.

If the Superintendent has reasons to believe that the applicant(s) recommended by the Committee should not be recommended to the School Board for employment, he/she shall advise the Court Compliance Officer prior to making any recommendation for employment to the School Board. Within three (3) working days after receipt of such notice, the Court Compliance Officer shall respond in writing to the notice from the Superintendent or make a written request for additional time to review. The extended time shall not exceed an additional three (3) working days. If the Court Compliance Officer is unavailable, said notice shall be sent to the attorneys for plaintiffs.

If the Superintendent and the Court Compliance Officer (or attorneys for plaintiffs) cannot agree, the Court Compliance Officer or the plaintiffs may petition the court for resolution of the dispute within ten (10) working days of the date on which the disagreement is communicated. The review procedures specified herein shall not in any way infringe upon an applicant's right to pursue other remedies under the law, including but not limited to Title VII and 42 USC §1983.

It is the understanding between the parties that the foregoing hiring procedures are a remedy in accordance with prior court orders concerning hiring, and these procedures shall terminate at such time as the percentage of black teachers meets the percentage of black students in the school system as contained in Attachment "C" of the appropriate Court Order. Upon the expiration of this section of policy, the parties and the Court Compliance Officer shall conduct an annual review of the percentage of black teachers employed by the school system to assure that employment gains made are being maintained to the extent practicable.

This section of policy in its entirety shall terminate upon the entry by the court of an order declaring the school district unitary in the area of employment and assignment of teachers.

Part-Time Teachers

The Board recognizes that from time to time there may be a need to employ part-time teachers. All part-time teachers must be certified to be considered for part-time employment. The school administrator shall make a written request to the personnel department requesting permission to employ a teacher on a part-time basis. The personnel department will then ask for the personnel committee approval to employ an Individual on a part-time basis.

Compensation of part-time teachers working more than four (4) hours per day will be based on applicable degrees, years of service and the appropriate number of hours worked. Individuals employed for four (4) hours or less will be compensated at the Board's current hourly rate for certified teachers. All extended day or year programs will be paid at the Board's hourly rate.

Retirees may serve in part-time positions for one term or less upon the recommendation of the principal and the approval of the Superintendent.

In the event that there are no certified individuals available consideration may be given to employ a non-certified individual.

BUS DRIVERS AND OTHER SUPPORT PERSONNEL

Bus Drivers

Appointments of school bus operator positions and bus route assignments shall be limited to only those drivers who apply before the published deadline of a specific advertisement of vacancy. Current bus drivers desiring transfer to an anticipated vacancy that may occur as a result of any advertised vacancy must apply for the advertised route prior to the deadline to be considered for a transfer. Previous applications shall not be considered.

After a route vacancy is duly advertised, applications on file in the School Board office at the application deadline shall be given priority by:

1. rank order of seniority of tenured drivers
2. rank order of seniority of probationary drivers
3. rank order by interview score of approved qualified applicants in consideration of the original vacancy and any other resulting vacancies that may occur due to shifting of operators.

In the case of seniority tie, the interview score shall be the determining factor.

Any person applying for advertised routes will be considered for placement in any other vacancies that may occur as a result of a tenured or probationary driver accepting the advertised route (transfers). If a current school bus driver wants to be considered for any vacancies that may occur from this transaction, he/she must apply

for the advertised route unless the vacant route is listed on the drivers' *Desired Route List*. The Transportation Department will survey each driver annually to allow him/her the opportunity to select up to three (3) desired bus routes. If one or more of a driver's desired routes becomes vacant then that driver would automatically be considered as meeting the advertised deadline.

The School Board shall only employ as school bus drivers those persons who have met all state and federal requirements for such positions.

Whenever a school bus operator owning his/her own bus retires, the Board shall first offer a vacated route to any person meeting the requirements of the School Board who is willing to acquire the bus of the retiring operator at full appraised value. This provision shall be applicable only when the bus owned by the retiring operator has been manufactured within a period of five (5) years immediately prior to the operator's retirement and the operator is retiring due to a documented physical disability.

The School Board may select an operator to fill a vacant route using a different process than outlined above, but **only** if the Board is required to bear an increase in the unreimbursed costs for non-passenger miles over those attributable to the previous operator who vacated the route.

Whenever a vacancy occurs on a route due to death, resignation, retirement, or the expiration of the regular operator's approved leave, or a new route is established, the route shall be filled with a regular school bus operator using the process stated above no later than the following school year unless the route is consolidated or eliminated.

If an operator is on approved leave, his/her route shall not be considered a vacant route. A substitute shall be used to drive a route for an operator on approved leave regardless of the length of time of the approved leave.

Newly Hired Bus Drivers

1. The Superintendent shall be responsible for nominating the best qualified candidate to the Personnel Committee, based on criteria approved by the Board.
2. The Personnel Committee shall have the responsibility of accepting or rejecting the nomination but not nominating against the Superintendent's recommendation.
3. The Personnel Committee shall have the responsibility of referring the name of the successful candidate to the Board for final approval.

Other Support Personnel

Applicants shall be selected for support positions based on criteria as may be determined by the School Board. Unless specifically covered by a written employment contract expressly entered into by the individual employee and the Board, school employees shall be hired on an *at-will employment basis*, which means they are subject to dismissal by the Board upon the written recommendation of the Superintendent. *School employee* shall mean any employee of the Board that is not required to hold a valid teacher's certificate as a condition of employment or is not a bus driver. All appointments shall be temporary until ability to perform assigned tasks has been determined.

DISCLOSURE OF INFORMATION BY APPLICANT

Prior to hiring any employee, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.

2. All instances of sexual misconduct with students, as defined by BESE, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.

Adult sexual misconduct in schools, as defined by BESE for the purposes of disclosing information to the School Boards includes sexually inappropriate behavior by the adult that is directed at a student, including but not limited to sexually-related conversations, jokes, or questions directed at students. More specifically, *sexual misconduct* is:

- a. any conduct that would amount to sexual harassment under Title IX of the (U.S.) Education Amendments of 1972, as amended;
 - b. any conduct that would amount to a sexual offense affecting a minor under state criminal codes;
 - c. any sexual relationship by a school employee with a student, regardless of the student's age; with a former student under 18; with a former student (regardless of age) who suffers from a disability that would prevent consent in a relationship. All students enrolled in the school and in any organization in which the school employee holds a position of trust and responsibility are included;
 - d. any activity directed toward establishing a sexual relationship such as sending intimate letters, engaging in sexualized dialogue in person, via the Internet, in writing or by phone, making suggestive comments, dating a student.
3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
 4. All actual or investigated cases of abuse or neglect committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

In accordance with the Louisiana Children's Code, Art. 603:

1. *Abuse* means any one of the following acts which seriously endanger the physical, mental, or emotional health and safety of the child:
 - a. The infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the child by a parent or any other person.
 - b. The exploitation or overwork of a child by a parent or any other person.
 - c. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of Louisiana.
2. *Neglect* means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the

child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. Neglect includes parental neglect. Consistent with Louisiana Children's Code, Art. 606(B), the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The School Board may employ any applicant on a conditional basis pending the Board's review of any information obtained pursuant to this request. However, in accordance with statutory provisions, the School Board shall not hire any applicant who does not sign the statement as required by law.

Any information obtained by the School Board as a result of the statement and request outlined above shall be used by the Board *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

CRIMINAL HISTORY OF APPLICANTS

The Tangipahoa Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests ~~for~~, convictions ~~of~~, ~~or~~ having pled nolo contendere, or other dispositions, including dismissal of convictions, to of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. No person who has been convicted of or has pled nolo contendere to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute

teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part-time, or permanent school employee of any kind, unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.

2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a hearing held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.
8. The Board may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

Revised: November, 1989
 Revised: December, 1990
 Revised: August, 1992
 Revised: December, 1992
 Revised: March, 1993
 Revised: November, 1993
 Revised: August, 1994
 Revised: December, 1995
 Revised: August, 1996
 Revised: August 5, 1997
 Revised: December, 1997
 Revised: January, 1998
 Revised: March, 1998
 Revised: June, 1998
 Revised: October 2001

Revised: August, 2002
 Revised: September, 2003
 Revised: June, 2005
 Revised: August, 2005
 Revised: September, 2006
 Revised: November, 2006
 Revised: January, 2008
 Revised: October, 2008
 Revised: August, 2009
 Revised: October, 2009
 Revised: August, 2010
 Revised: October, 2010
 Revised: March 2011

Ref: Ref: La. Rev. Stat. Ann. ' '11:710, 15:587, 15:587.1, 17:15, 17:81, 17:81.9, 17:430, 17:493.1, 23:897; La. Children's Code, Art. 603; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Board minutes, 5-7-91, 7-9-91, 11-17-92, 5-3-94, 3-7-95, 8-5-97, 11-4-97, 3-17-

98, 5-6-03, 5-17-05, 11-15-05, 7-24-06, 2-6-07, 3-4-08, 10-21-08, 8-18-09, 10-6-09, 8-3-09, 8-3-10, 10-5-10.

12. It was moved by Ms. Dominguez, seconded by Mr. Dangerfield, to approve the revisions to policy GBM, Personnel Transfer. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: GBM

PERSONNEL TRANSFER

The Tangipahoa Parish School Board may transfer any teacher or other employee, including personnel employed as principals and supervisors, upon the recommendation of the Superintendent, for any succeeding scholastic year, from one position, school or grade to another by giving written notice to the teacher or employee of such intention to transfer. Such transfer shall be without loss of status or violation of contract and shall not be for political or personal reasons. The Board may transfer any teacher only in accordance with applicable state law.

All personnel involuntarily reassigned to a lesser position than previously held shall have their salary unchanged. Such personnel shall be placed in the salary schedule appropriate to the new position and there shall be no increase in salary until the salary in that schedule is at least equal to their present salary.

VOLUNTARY TRANSFER

Persons employed by the Board who voluntarily request such a transfer to another location or position shall submit such request to the Superintendent in writing. Careful consideration shall be given all such requests for transfer. Any decisions concerning transfer shall be based on the needs of the school district first and the needs of the employee second. Should a person request reassignment to a lesser position, such personnel, upon reassignment, shall be placed in the salary schedule on the same step as previously assigned.

Vacancy Announcements

A list of vacancies for certified and non-certified positions will be posted on the Tangipahoa Parish School System website twice each year. They will be posted by the second week in May and the third week in December.

Voluntary Transfers:

1. If a vacancy occurs during the school year, the person requesting a voluntary transfer shall submit to the Personnel Department a transfer request form no later than June 1st.
2. If vacancies occur after the above date, the individual may contact the Personnel Department for additional information.
3. All certified personnel will be afforded first opportunity to fill vacant positions before any TAT's (temporary authority to teach) are hired by the system.

[In addition, a teacher or other school employee who has been a victim of physical abuse by any student\(s\) shall be given the opportunity to transfer to another position for which he/she is certified or otherwise qualified and in which he/she shall not have contact with the student\(s\), provided there is a position available.](#)

Revised: November, 1985

Revised: August, 2004

Revised: March, 2011

Ref: La. Rev. Stat. Ann. §§17:7, 17:81, 17:443; Board minutes, 6-1-04.

13. It was moved by Mr. Dangerfield, seconded by Mr. Anderson, to approve the revisions to policy GBN, Dismissal of Employees. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: GBN
Cf: GBA, GBJ

DISMISSAL OF EMPLOYEES

It shall be the policy of the Tangipahoa Parish School Board to strive to assist personnel in every way possible to adjust to their positions and to perform their duties satisfactorily. Every reasonable effort shall be made to avoid the necessity of dismissing personnel at any level.

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or reductions in force, no School Board employee shall be dismissed except upon valid reasons. Any school employee shall be dismissed by the Board, in accordance with statutory provisions, upon final conviction or pleading *nolo contendere* of certain crimes ~~outlined in state law~~ enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony.

~~PROFESSIONAL PERSONNEL~~ CERTIFICATED EMPLOYEES

~~The Board may dismiss any tenured teacher in accordance with state laws and regulations. Such dismissal shall be made only for just and reasonable cause, and only after written and signed charges have been filed with the Board and a hearing held. Any professional who has acquired tenure may be dismissed for incompetence, willful neglect of duty, dishonesty, or other valid reasons provided for by state law.~~

A tenured teacher shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetency, dishonesty, or immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if found guilty after a hearing by the School Board by a majority of the Board's membership.

The Board, if it decides to proceed upon the charges, shall notify the tenured teacher in writing at least twenty (20) days prior to the hearing, stating the charges brought against him/her, and shall arrange for a hearing to be held in accordance with due process provisions of the law, such hearing to be public or private at the option of the tenured teacher.

During the probationary term of an employee of the school district, the Board may dismiss an employee upon the written recommendation of the Superintendent; said recommendation to include valid reasons for the dismissal.

~~Any permanent teacher or other school employee having supervisory or disciplinary authority over school children shall be dismissed by the Board, in accordance with statutory provisions, upon final conviction or pleading *nolo contendere* to certain crimes outlined in state law.~~

Performance Contracts

Professional personnel who have entered into employment contracts with the Board may be removed from employment upon being found incompetent, inefficient, or failing to fulfill the terms and performance objectives of his/her contract during the term of his/her contract. Notification of termination of an employment contract shall be in accordance with terms of the contract and applicable state law. Any person so removed shall be entitled to written charges, notice of hearings, and a fair hearing before the Board. If the person so removed had previously acquired tenure, then upon removal or non-renewal of contract, he/she shall be returned to his/her former position

or one of equal salary as his/her former position, unless the employee chooses to terminate his/her employment.

SUPPORT PERSONNEL

Bus Drivers Operators

~~Bus drivers shall be dismissed in accordance with the same procedures utilized for probationary and tenured teachers.~~

During his/her probationary term, a bus operator may be dismissed by the Board upon the Superintendent's written recommendation, accompanied by valid reasons therefore.

Any school bus operator found unsatisfactory by the Board at the expiration of his/her probationary term shall be notified in writing by the District that he/she has been discharged or dismissed.

A permanent school bus operator shall not be removed from his/her position except upon written and signed charges of willful neglect of duty, or incompetence, or immorality, or drunkenness while on duty, failure to comply with requirements of La. Rev. Stat. Ann. §17:491.3 relative to being arrested for one or more of the specified offenses, or physical disability to perform his/her duties, or failure to keep his/her transfer equipment in a safe, comfortable, and practical operating condition, or of being a member of or contributing to any group, organization, movement, or corporation that is prohibited by law or injunction from operating in the state, and then only if found guilty after a hearing by the School Board by a majority of the Board's membership. An additional ground for the removal from office of any permanent school bus operator shall be the abolition, discontinuance, or consolidation of routes, but then only if it is found as a fact, after a hearing by the School Board, that it is in the best interests of the school system to abolish, discontinue, or consolidate said route or routes.

All hearings shall be private or public, at the option of the operator affected thereby. At least twenty (20) days in advance of the date of the hearing the Superintendent, with approval of the School Board, shall furnish the affected operator a copy of the written grounds on which said abolition, discontinuance, or consolidation of routes is sought. The operator affected shall have the right to appear before the Board with witnesses in his/her behalf and with counsel of his/her selection, all of whom shall be heard by the Board at said hearing.

If a permanent school bus operator is found guilty, the Superintendent shall furnish to the school bus operator a written statement of recommendation of removal or discipline, which shall include but not be limited to the exact reason, offense, or instance upon which the recommendation is based.

In the event that one or more school bus operators must be removed due to the abolition, discontinuance, or consolidation of routes, the principle of seniority shall apply, so that the last school bus operator hired to serve within the school system to be affected shall be the first to be removed.

~~Other~~ Support Employees Other Than Bus Operators

Dismissal of any non-tenured support school employee shall be accomplished in accordance with the following procedure:

- (1) Should the Superintendent determine that the dismissal of a non-tenured employee is warranted, he/she shall make a written recommendation of dismissal to the School Board. The recommendation shall outline the reasons thereof, and a copy of said recommendation shall be provided to the employee.

- (2) The School Board shall be asked to act upon the recommended dismissal at the next meeting following its receipt of such written recommendation.
- (3) Any employee whose dismissal is recommended may address the School Board prior to its vote on such recommendation, but shall not be entitled to a hearing before the Board.

As used herein, *non-tenured employees* shall refer to those school employees who have not attained tenure, including, without limitation, janitors/custodians, teachers' aides, clerical employees, maintenance workers, and cafeteria workers.

Revised: November, 1985

Revised: December, 1990

Revised: December, 1992

Revised and combined with GCN: March, 2007

Revised: March 2011

Ref: La. Rev. Stat. Ann. ' '15:587.1, 17:15, 17:81.5, 17:443, 17:444, [17:492](#), 17:493; Board minutes, 1-19-88, 10-22-91, 2-21-95, 5-1-01, 3-6-07.

14. It was moved by Ms. Cohea, seconded by Mr. Dangerfield, to approve the revisions to policy GBRI, Personal Leaves and Absences. Hearing no objection, the motion as adopted. Following is the policy as revised:

FILE: GBRI

PERSONAL LEAVES AND ABSENCES

The Tangipahoa Parish School Board shall grant leaves of absence to teachers upon application for leave, subject to such rules and regulations that may be established for the various types of leave.

All leaves must be requested in writing on the proper form for that purpose. Application for leave must be submitted well in advance of anticipated beginning date of leave, whenever possible.

All leaves granted shall be conducted in accordance with state law and pertinent regulations. Employees on leave who do not comply fully with the stated intentions and administrative regulations of said leave may be subject to disciplinary action.

Under no circumstances shall any type of leave be granted for purposes of seeking or accepting employment with another employer unless approved by the Superintendent.

RECISION OF LEAVE REQUEST

An employee who wishes to rescind or cancel a leave request he/she has previously submitted to the Board shall be required to submit a request for leave recision in writing to the Board. If the original leave request has not yet been acted on by the Board, upon receipt of the recision request, the original leave request shall be considered to have been withdrawn and no further action of the Board shall be necessary. If, however, the Board has acted on the original leave request, the Board shall determine whether or not it wishes to rescind the previous action taken.

PERFECT ATTENDANCE

Effective July 1, 2006 all nine and ten month school based personnel, with the exception of school administrators, who have perfect attendance for the entire school year will receive supplementary pay of \$250.00 to be paid at the beginning of the following school year.

To be eligible, the employee must be present for the entire day for each day of the year for which he/she is required to work.

A statement of perfect attendance will be signed by the employee and principal and verified by the Payroll Department.

Revised: February, 1996

Revised: August, 2007

Revised: March, 2011

Ref: La. Rev. Stat. Ann. §§ 17:1171 et seq., 17:1201 et seq., 17:1208, 17:1210, 17:1211 et seq., 17:1215 et seq.; Board minutes, 10-17-95, 8-21-07.

15. It was moved by Ms. Cohea, seconded by Ms. Dominguez, to approve the revisions to policies IDBB, Alcohol, Drug and Substance Abuse Education Program and JCDAB, Student Alcohol and Drug Use. Hearing no objection, the motion was adopted. Following are the policies as revised:

FILE: IDBB
Cf: JCAB, JCDAB

ALCOHOL, DRUG, AND SUBSTANCE ABUSE EDUCATION PROGRAM

The Tangipahoa Parish School Board shall require a comprehensive alcohol, drug, and substance abuse prevention education program be incorporated into every school of the parish that shall include grade appropriate programs on the education, prevention, and counseling of alcohol, drug, and substance abuse. Such programs shall be included in the school program so that every student in grades kindergarten through nine is involved for a minimum of sixteen (16) contact hours every school year, and every student in grades ten through twelve is involved for a minimum of eight (8) contact hours every school year. The required minimum contact hours shall be incorporated into a comprehensive school health program.

As part of the alcohol, drug, and substance abuse program, substance abuse counselors shall be appointed who shall visit every school regularly for the purpose of counseling students who have been identified as having an alcohol, drug, or substance abuse problem.

Any student enrolled in school who is identified as having a substance abuse problem, including manufacture or distribution, shall be required to participate in the school drug counseling program, or an equivalent approved by the Board.

Each school shall have a *substance abuse prevention team*, whose membership shall be in accordance with statutory provisions that shall investigate, research, and report on all instances or reports of possession of controlled dangerous substances or alcoholic beverages. The team shall adequately report their findings in writing and make appropriate recommendations for treatment, counseling, or other appropriate action to the principal of the school.

DRUG FREE ZONES

It is unlawful for anyone to use, distribute, be under the influence of, manufacture or possess any controlled substances as defined by statute on or around school property or an area within ~~4,000~~ 2,000 feet of any property used for school purposes by any school, or on a school bus. These areas shall be designated as *Drug Free Zones*. The School Board, in cooperation with local governmental agencies, and the Louisiana Department of Education, shall designate and mark *Drug Free Zones* which surround all schools and school property.

Revised: October, 1994

Revised: November, 1999

Revised: March, 2011

Ref: La. Rev. Stat. Ann. ' ' 14:403.1, 17:402, 17:403, 17:404, 17:405, 17:416.

.....

FILE: JCDAB
Cf: IDBB, JCAB
Cf: JDD, JDE

STUDENT ALCOHOL AND DRUG USE

The Tangipahoa Parish School Board is dedicated to providing a drug-free learning environment for the students attending public schools. The Board directs that each student shall be specifically prohibited from being under the influence of, bringing on, consuming, or having in his/her possession on a school bus, on school premises, or at a school function away from the school, any alcoholic beverages, intoxicating liquors, narcotic drugs, prescription medications, marijuana, inhalants, imitation or counterfeit controlled substances, or other controlled substance as defined by state statutes, unless dispensed by a licensed physician as allowed by law. The Superintendent shall be responsible for maintaining appropriate procedures for the detection of alcohol, drugs, or any imitation or other controlled substances. Any student found in violation of the above shall be suspended and recommended for expulsion by the principal.

Any violations of criminal laws, state or federal, committed on school property shall be prosecuted as provided by law. School officials, teachers and/or Board employees shall report all violators to the principal, who in turn, shall notify the proper law enforcement agency and shall cooperate with the prosecuting attorney's office in the prosecution of charges. Any student, who possesses, distributes sells or dispenses in any manner or form whatsoever a controlled dangerous substance as defined by state law to another student or anyone else while on the school premises shall be expelled pursuant to the provisions and guidelines as set forth in state law.

The principal shall immediately notify the parents or guardian, by telephone, of any student found in violation of this policy. If the parents or guardian cannot be reached by phone, the principal shall then notify them of the action by sending a letter within twenty-four (24) hours. Care shall be given to afford due process to all students.

REPORTS OF SUBSTANCE ABUSE

State law mandates that teachers and other school employees report suspected substance abuse in school. These cases shall be reported to the principal and the *Substance Abuse Prevention Team* in the school. The principal must report each case of possession, distributing, sales or manufacturing to the proper law enforcement authority. Reports shall also be made to the appropriate person at each school, who shall investigate, research, and report on instances or reports of possession of prohibited substances or beverages. Designated personnel shall report its findings along with the recommendation for treatment, counseling or other appropriate action to the principal.

DRUG FREE ZONES

It is unlawful for anyone to use, distribute, be under the influence of, manufacture or possess any controlled substances as defined by statute on or around school property or an area within ~~4,000~~ 2,000 feet of any property used for school purposes by any school, or on a school bus. These areas shall be designated as *Drug Free Zones*. The Tangipahoa Parish School Board, in cooperation with local governmental agencies, and the Louisiana Department of Education, shall designate and mark *Drug Free Zones* which surround all schools and school property.

Revised: June, 1991
Revised: March, 1992
Revised: August, 1994
Revised: March, 1999
Revised: January, 2004

Revised: March, 2011

Ref: La. Rev. Stat. Ann. §§14:403.1, 17:405, 17:416, 40:617.1, 40:961, 40:962, 40:963, 40:964, 40:967, 40:968, 40:969, 40:970, 40:971, 40:971.1; Board minutes, 3-19-91, 12-17-91, 5-3-94, 10-7-03, 5-18-04.

16. It was moved by Ms. Dominguez, seconded by Ms. Cohea, to approve the revisions to policy II, Testing Program. Hearing no objection, the motion was adopted. Following is the policy as revised:

FILE: II

TESTING PROGRAM

The Tangipahoa Parish School Board shall take every precaution to assure that all tests administered within the school system shall be conducted in such a manner so as not to compromise in any way the testing results. For criterion-referenced, norm-referenced, alternate assessments, and certain other tests administered by or through the Louisiana Board of Elementary and Secondary Education (BESE) including End of Course Testing (EOCT), All testing materials and procedures, as well as any electronic data, computer media, or passwords related to student testing, shall be properly supervised in strict compliance with regulations outlined by BESE and the School Board ~~as outlined in the Tangipahoa Parish School System Test Security Policy Manual.~~ In addition, all secure tests and test documents shall be stored under lock and key in designated areas when not in use.

Any teacher or other school personnel who allows or breaches test security, including unauthorized access to electronic data, shall be disciplined in accordance with statutory provisions, policy and regulations adopted by BESE and the School Board, and any and all laws that may be enacted by the state.

Employees shall be responsible for reporting irregularities or improprieties in the administration of standardized tests. Although procedures for reporting irregularities to district personnel are listed below, employees may report such information directly to the Louisiana Department of Education, which shall investigate the allegations. No employee shall make a report of irregularities or improprieties in the administration of standardized tests knowing that the information included is false. No employee shall knowingly obstruct the procedures for receiving and investigating a report of irregularities or improprieties in the administration of standardized tests.

No public school administrator or member of a School Board shall retaliate against an employee who in good faith participates in an investigation of testing administration improprieties or irregularities. Retaliation shall include discharging, demoting, suspending, threatening, harassing, or discriminating of an employee who in good faith reports testing administration improprieties or irregularities.

CELLULAR TELEPHONES

All cell phones or other similar technological devices with imaging or text-messaging capabilities that are the property of students, test administrators, and school test coordinators must be placed in and remain in the off position and stored in a secure area as designated and supervised by a school administrator during test administration or any other time that test booklets and answer documents are present.

TESTING SECURITY

1. It shall be a violation of test security for any person to do any of the following:
 - a. Administer tests in a manner that is inconsistent with the administrative instructions provided by the Louisiana Department of Education and the School Board that would give examinees an unfair advantage or disadvantage;

- b. Give examinees access to test questions prior to testing;
- c. Examine any test item at any time (except for students during the test or test administrators while providing the accommodations Tests Read Aloud or Communication Assistance, Transferred Answers, or Answers Recorded for students determined to be eligible for those accommodations);
- d. At any time, copy, reproduce, record, store electronically, discuss, or use in a manner inconsistent with test regulations all or part of any secure test booklet, answer document, or supplementary secure materials;
- e. Coach examinees in any manner during testing or alter or interfere with examinees' responses in any manner;
- f. Provide answers to students in any manner during the test, including provision of cues, clues, hints, and/or actual answers in any form -- written, printed, verbal or nonverbal;
- g. Administer published parallel, previously administered, or current forms of any statewide assessment as a practice test or study guide;
- h. Fail to follow security regulations for distribution and return of secure test booklets, answer documents, supplementary secure materials, as well as overages as directed; or fail to account for and secure test materials before, during, or after testing;
- i. Conduct testing in environments that differ from the usual classroom environment without prior written permission from the *Louisiana Department of Education, Division of Assessments and Accountability*;
- j. Fail to report any testing irregularities to the District Test Coordinator (a *testing irregularity* is any incident in test handling or administration that leads to a question regarding the security of the test or the accuracy of the test data), who must report such incidents to the *Louisiana Department of Education, Division of Assessments and Accountability*;
- k. Participate in, direct, aid, counsel, assist in, encourage, or fail to report any of the acts prohibited in this section.

2. A *Statement of Assurance* regarding the Board's test security policy shall be submitted annually to the *Louisiana Department of Education, Division of Assessments and Accountability*. This statement shall include the name of the individual designated by the Superintendent to procure test materials.

A *Statement of Assurance* regarding the School Board's *End of Course (EOC)* disaster plan shall also be submitted annually to the *Louisiana Department of Education, Division of Assessments and Accountability*. The disaster plan shall provide the necessary steps to be followed in the event of a major disaster that results in the disabling of computers during EOC testing.

3. Test materials, including all test booklets, answer documents, supplementary secure materials containing secure test questions, video tapes, and completed observation sheets, shall be kept secure and accounted for in accordance with the procedure specified in the test administration manuals and other communications provided by the Louisiana Department of Education.

Secure test materials are those materials that contain test items or student responses and to which access is restricted. *Secure test materials* include student test booklets, student answer documents, and any other materials that contain test items or student responses.

- a. All test materials, test booklets, answer documents, and supplementary secure materials shall be kept in a designated, locked secure storage area prior to, during, and after administration of any test (except district and school test coordinator manuals and test administration manuals); all secure materials, including any parallel forms of a test, shall be kept in locked storage at both the district and school levels; secure materials must never be left in open areas or unattended;
 - b. Test administrators are to be given access to the tests and any supplementary secure materials only on the day the test is to be administered, and these are to be retrieved immediately after testing is completed for the day and stored in a designated locked, secure storage area each day of testing.
 - c. All test booklets, answer documents, and supplementary secure materials shall be accounted for and written documentation kept by test administrators and proctors for each point at which test materials are distributed and returned.
 - d. Any discrepancies noted in the serial numbers of test booklets, answer documents, and any supplementary secure materials, or the quantity received from contractors shall be reported to the *Division of Assessments and Accountability* (LDE) by the school district's Test Coordinator prior to the administration of the test.
 - e. In the event the test booklets, answer documents, or supplementary secure materials are determined to be missing while in the possession of the school district or in the event of any other testing irregularities or breaches of security, the District Test Coordinator shall immediately notify by telephone the *Division of Assessments and Accountability* (LDE) and follow the detailed procedures for investigating and reporting specified in BESE's *Test Security Policy*.
4. **Only personnel trained in test security and administration** shall be allowed to have access to or administer any statewide assessments.
 5. The Superintendent shall designate annually one individual in the district as District Test Coordinator, and, if necessary, one individual as Backup District Test Coordinator, who shall be authorized to procure test materials which are utilized in testing programs administered by or through BESE or the Louisiana Department of Education. The name of the individuals so designated shall be provided in writing to the *Division of Assessments and Accountability, Louisiana Department of Education*, and included on the *Statement of Assurance*.

If during the academic year the person appointed as District Test Coordinator changes, the Superintendent shall notify the LDE, *Division of Assessments and Accountability*, in writing within fifteen (15) days of the change of appointment.
 6. Testing shall be conducted in class-sized groups. Permission for testing in environments that differ from the usual classroom setting must be obtained in writing from the *Louisiana Department of Education, Division of Assessments and Accountability* at least thirty (30) days **prior** to testing. If testing outside the usual classroom setting is approved by the *Division of Assessments and Accountability*, the School Board shall provide at least one proctor for every thirty (30) students.
 7. The State Superintendent of Education may disallow test results which may have been achieved in any manner which is in violation of test security.
 8. In cases where test results are not accepted because of breach of test security or action by the Louisiana Department of Education, any programmatic,

evaluative, or graduation criteria dependent upon the data shall be deemed not to have been met.

9. Individuals shall adhere to all procedures specified in all operational manuals that govern the mandated testing programs, as well as any access to electronically shared student test data.
10. Anyone known to be involved in the presentation of forged, counterfeit, or altered identification for the purposes of obtaining admission to a test administration site for any test administered by or through BESE or the Louisiana Department of Education shall have breached test security. Any individual who knowingly causes or allows the presentation of forged, counterfeit or altered identification for the purpose of obtaining admission to any test administration site shall forfeit all test scores but will be allowed to retake the test at the next test administration.
11. The District Test Coordinator shall initiate the investigation of all reports of testing irregularities, including anonymous complaints, access to electronic data, missing test materials, or instances of plagiarism or excessive wrong-to-right erasures on a test, in accordance with procedures outlined by the Louisiana Department of Education in Bulletin 118, *Statewide Assessment Standards and Practices*, and/or the School Board. The District Test Coordinator may elicit the assistance of school district administrative personnel as well as other persons deemed appropriate to assist in any investigation. Once the investigation has been completed, a report of the results of the investigation shall be submitted to the *Division of Assessments and Accountability, Louisiana Department of Education*, and the Superintendent of the school district.

Investigation Process

Procedures for investigating any testing irregularity shall follow the procedures outlined in Bulletin 118, *Statewide Assessment Standards and Practices*, but shall include the following:

- a. In instances where any testing irregularities may have occurred, an initial written report of the alleged irregularity shall be prepared by the site administrator where the instance occurred. Said documentation shall then be forwarded to the building principal, school test coordinator, the District Test Coordinator, and the Superintendent.
- b. The District Test Coordinator shall review the allegation of test security violation and conduct an investigation of any such allegations, documenting all investigative activities. The formal investigation will include, but not be limited to:
 - i. The location of the designated, locked, secure area for storage of materials shall be examined, and the individuals with access to secure materials shall be identified;
 - ii. Interviews regarding testing administration and security procedures shall be conducted with the principal, school test coordinator(s), test administrator(s), and proctor(s) at the identified schools. All individuals who had access to the test materials at any time shall be interviewed;
 - iii. Interviews shall be conducted with students in the identified classes regarding testing procedures, layout of the classroom, access to test materials before the test, and access to unauthorized materials during testing;

- iv. Compilation of any documents to support or to refute allegations made. All individuals who had access to the test materials at any time must be interviewed.

A written summary of the findings of the investigation shall be provided the Superintendent.

- c. If the investigation conducted provides evidence to indicate that a breach of test security did indeed occur, individuals involved in such security breach shall be identified, and depending upon the nature of the violation, appropriate corrective and/or punitive action may be pursued.

(1) Students found to have purposefully violated test security shall have test results voided and will be referred to the site administrator for appropriate disciplinary action in accordance with provisions of the Tangipahoa Parish School Board *Policy Manual*.

(2) Any teachers or other school personnel found to have purposefully violated test security shall be charged with violation of state and/or parish policy and disciplinary action shall be pursued in accordance with the provisions of state statutes, with direction from the Tangipahoa Parish School Board.

- d. After completion of the investigation, the School Board shall provide a report of the investigation and a written plan of action to the State Superintendent within thirty (30) calendar days of the initiation of the investigation. At a minimum, the report shall include the nature of the situation, the time and place of occurrence, and the names of the persons involved in or witness to the occurrence.

12. All persons involved in the administration of tests or that have access to test materials or student test data shall annually receive proper training and development for handling and securing all testing materials, as well as proper security maintenance, access to electronic data and confidentiality requirements. A record of such activities shall be maintained by the Board. Such activities shall be coordinated and supervised by the District Test Coordinator. School testing coordinators shall in turn inservice all school level personnel having access to testing materials on security, administration, and confidentiality of individual or aggregated student test data. Access to secure test materials by school personnel shall mean physically handling the materials, but does not include reading, reviewing, or analyzing test items, either before or after testing, which are prohibited.

13. All test administrators and proctors shall be required to sign the *Oath of Security* and return it to the School Test Coordinator to keep on file for three (3) years. The School Test Coordinator and principal shall be required to sign an *Oath of Security* and return it to the District Test Coordinator to be kept on file at the School Board office for three (3) years.

14. A list of personnel authorized to have access to the locked, secure storage area where all test materials are stored shall be maintained by the Board. School personnel authorized to have access to the locked secure storage area shall only include the School Test Coordinator, principal, or assistant principal of each school. Additionally, a list of all individuals who have access to student level test data shall be maintained.

15. The School Board shall ensure that individual student test data in electronic and paper formats are protected from unauthorized access and disclosure. The District Test Coordinator and other authorized users of the LEAPweb Reporting System, the LEAPdata Query System, and the Enhanced Assessment of Grade Level Expectations (EAGLE) System shall be responsible for ensuring the security of all passwords, any disks or CD's with downloaded individual student

test data, and student-level data open on a computer screen. Any student information from these systems shall not be disclosed to anyone other than a state, district, or school official, or parent/guardian as defined by the Family Educational Rights and Privacy Act of 1974 (FERPA). All users who are granted a password to these systems shall abide by FERPA provisions.

School level passwords for access to individual school data shall be provided to school principals by the District Test Coordinator as requested. Principals shall be responsible for distributing the password as needed to school personnel and to provide for security and confidentiality of the school level password.

All users shall be required to sign a security agreement guaranteeing they will not share any password with unauthorized individuals and maintain the confidentiality of student data. A copy of the security agreement shall be sent to the District Test Coordinator for safekeeping, or for school users, maintained by the principal of each school. Signed security agreements shall be valid until the District Test Coordinator receives notification that the Security Agreement available online has been revised. A new security agreement shall be signed by all users each year after the new password letter for schools and districts has been automatically generated in August of each year. If a breach in security occurs, principals shall immediately contact the District Test Coordinator or his/her backup for a replacement password. Users who have access to these systems and leave their positions at a district or school site shall not use or share any passwords. District Test Coordinators shall send their signed security agreements for the Louisiana Department of Education.

Revised: May, 1999

Revised: March, 2011

Ref: La. Rev. Stat. Ann. ' ' 17:81, 17:81.6, 49:953; *Statewide Assessment Standards and Practices*, Bulletin 118, Louisiana Department of Education; Board minutes, 3-2-99.

17. The Committee discussed policy JBCBB, Homeless Students.

18. It was moved by Mr. Anderson, seconded by Mr. Dangerfield, to table policy JBCC, Student Assignment, and send it to Mr. Charles Patin, Board Attorney, for review. Hearing no objection, the motion was adopted.

19. It was moved by Ms. Dominguez, seconded by Ms. Cohea, to adopt policy JGFHA, Student Biometric information. Hearing no objection, the motion was adopted. Following is the adopted policy:

NEW POLICY

**FILE: JGFHA
Cf: JAA, JR**

STUDENT BIOMETRIC INFORMATION

The Tangipahoa Parish School Board shall authorize the utilization of biometric information in the identification of students, as well as to enhance student safety and security and protect against instances of fraud throughout the school district. *Biometric information* shall mean the noninvasive electronic measurement of any physical characteristics that are attributable to a single person, including fingerprint characteristics, eye characteristics, hand characteristics, vocal characteristics, facial characteristics, and any other physical characteristics used for the purpose of electronically identifying that person with a high degree of certainty.

Prior to the collection of any student biometric information, expressed written permission from the student's parent or legal guardian, or the student if eighteen (18) or older, shall be obtained and kept on file in the principal's office at the school the student attends.

A student’s biometric information shall be treated as any other student record in terms of access and confidentiality, and shall not be disclosed to a third party without the written consent of the student’s parent or legal guardian, or the student if eighteen (18) or older, unless the disclosure is required by court order.

In addition, the School Board shall delegate to the Superintendent the development, implementation, and maintenance of adequate regulations and procedural standards to protect student biometric information held and/or used in accordance with the policy. Such regulations and procedures shall include, but not be limited to, the following:

1. The secure storage, transmission, and protection of all biometric information from unauthorized alteration, disclosure, or destruction.
2. Restriction of access to student biometric information and processing to appropriate and authorized personnel.
3. Proper encryption of student biometric information.
4. Compliance of any collection of student biometric information with all applicable state and federal law and requirements, including the *Federal Family Educational Rights and Privacy Act*.

The use of student biometric information shall be discontinued after (1) the student graduates or withdraws from school, or (2) the School Board receives a written request to discontinue the use of biometric information from the from the student’s parents or legal guardian or the student if eighteen (18) or older. All biometric information collected from a student shall be destroyed within thirty (30) days after use of such information is discontinued.

The failure to provide written consent for the collection of biometric information of students shall not be the basis for refusal or denial of any services otherwise available to the student.

New policy: March, 2011

Ref: 20 USC 1232(g-i) (*Family Educational Rights and Privacy Act*); 42 USC 1301 et seq. (*Health Insurance Portability and Accountability Act of 1996*); 42 USC 12101 et seq. (*Americans with Disabilities Act of 1990*); La. Rev. Stat. Ann. §17:100.8.

20. It was moved by Ms. Dominguez, seconded by Mr. Anderson, to approve the revisions to policy procedure GAE-P, Statement of Employee Grievance and the adoption of policy procedure JCE-P, Statement of Student/Parent Grievance. Hearing no objection, the motion was adopted. Following are the procedures as approved:

FILE: GAE-P

TANGIPAHOA PARISH SCHOOL SYSTEM
STATEMENT OF ~~FORMAL~~ EMPLOYEE GRIEVANCE

NAME OF ~~AGGRIEVED~~ GRIEVANT: _____

~~JOB TITLE:~~ _____ ~~JOB LOCATION:~~ _____

SCHOOL/WORK LOCATION: _____

I. a. Please state your grievance with specific reference to (a) the law, or policy, or constitutional rights which you claim have been violated, or (b) procedural, the methodology of administration policies or legal rights.

I. b. Include the date that the alleged grievance occurred with a detailed listing of all facts that support your position.

I. c. List the names of any witnesses who will testify in your behalf. These witnesses may be interviewed and asked to submit statements during the grievance process.

II. Please state the manner in which the alleged violation of law, or policy, or legal rights has injured or harmed you.

III. Please specify the relief you are requesting.

PERSON(S) WHO WILL REPRESENT ME AT THIS STEP: _____

Signature of Aggrieved: _____ Date: _____

“A grievance is a claim by an employee or group thereof that he/she has suffered harm or injury by the interpretation, application or violation of a contract, a School Board policy, a law or constitutionally guaranteed rights. The term ‘grievance’ does not include matters for which the method of review is prescribed by law or where the School Board is without authority to act.” [File: GAE]

Consistent with this definition, please provide all of the following information.

1. What contract, School Board policy, law or constitutionally guaranteed right do you claim has been misinterpreted, misapplied or violated?

2. How was that contract, School Board policy, law or constitutionally guaranteed right misinterpreted, misapplied or violated? [Please provide a detailed listing of all facts that you feel support your position.]

3. How has the alleged violation outlined in question 2 above caused harm or injury to you?

4. Who do you feel can provide information to school officials in support of your position in this grievance? [Please note that these individuals may be interviewed and asked to submit signed statements during the grievance process.]

5. What relief are you requesting with this grievance?

6. Will you be presenting your own grievance or have you designated someone to represent you? If the latter, who has been so designated?

We/I certify that the information provided hereinabove is true and correct to the best of our/my knowledge, information and belief.

Signature of Grievant _____ Date



NEW PROCEDURE **FILE: JCE-P**
TANGIPAOA PARISH SCHOOL SYSTEM
STATEMENT OF STUDENT/PARENT GRIEVANCE

NAME OF GRIEVANT _____

SCHOOL LOCATION _____

“A grievance is a claim by a parent or student that he/she has suffered harm or injury by the interpretation, application or violation of a contract, a School Board policy, a law or constitutionally guaranteed rights. Grievances are of two types: (a) substantive, according to law or policy, and (b) procedural, the methodology of administering policies or legal rights. The term ‘grievance’ does not include matters for which the method of review is prescribed by law or where the School Board is without authority to act. It also does not include matters involving the Board’s right to establish educational policy and prescribe regulations and procedures for the conduct and the management of the schools.” [File: JCE]

Consistent with this definition, please provide all of the following information:

1. What contract, School Board policy, law or constitutionally guaranteed right do you claim has been misinterpreted, misapplied, or violated?

2. How was that contract, School board policy, law or constitutionally guaranteed right misinterpreted, misapplied, or violated? [Please provide a detailed listing of all facts that you feel support your position.]

3. How as the alleged violation outlined in question 2 above caused harm or injury to you?

4. Who do you feel can provide information to school officials in support of your position in this grievance? [Please note that these individuals may be interviewed and asked to submit signed statements during the grievance process.]

5. What relief are you requesting with this grievance?

6. Will you be presenting your own grievance or have you designated someone to represent you? If the latter, who has been so designated?

We/I certify that the information provided hereinabove is true and correct to the best of our/my knowledge, information and belief.

Signature of Grievant

Date

21. Mr. Thomas Bellavia, Assistant Superintendent, informed the Committee members that staff members are in the process of revising the Reduction in Force policy procedures. Ms. Bailey-Simmons stated that she would like Dr. Higgenbotham’s input on suggested revisions.

CURRICULUM COMMITTEE – MARCH 15, 2011:

Ms. Bailey-Simmons requested Dr. Williams to have someone from the Fast Forward Program come and demonstrate this program to the Committee.

Ms. Bailey-Simmons stated that Retired Judge Darrell White has requested to come speak to the Committee concerning the Science Education Act.

Ms. Bailey-Simmons requested that Dr. Williams inform the Committee of the District schools that are using Bible Curriculum.

1. It was moved by Mr. Duncan, seconded by Ms. Pittman-McDaniel, to approve the 2010-2011 Computer Education and Journey Careers Course Textbook Adoption recommendations. Hearing no objection, the motion was adopted.
2. It was moved by Mr. Anderson, seconded by Ms. Pittman-McDaniel, to approve the 2010-2011 Science Textbook Adoption recommendations. Hearing no objection, the motion was adopted.
3. Dr. Williams gave academic updates on topics, plus a brief overview of the links on the Curriculum and Instruction website such as: Uniform Grading Scale, Youth Art Monthly Calendar, Common Core Standards, PARCC – Partnership for the Assessment of Reading for College and Careers and the Science Education Act.

Mr. Duncan requested the Administration to consider developing guidelines for the review of supplemental materials to be used by teachers for discussing evolution, creationism and intelligent design.

Ms. Jennifer Reitz spoke in Public Input.

Superintendent Kolwe informed the Board members that he has spoken with Sheriff Daniel Edwards about the need for assistance at the intersection of Highway 190 and Highway 1064. He requested the Board members to adopt a resolution requesting the Louisiana Department of Transportation and Development (DOTD) to install a traffic signal at this intersection.

It was moved by Mr. Anderson, seconded by Ms. Bailey-Simmons, to adopt a resolution to petition the Louisiana DOTD to install a traffic signal at the intersection of Highway 190 and Highway 1064. Hearing no objection, the motion was adopted.

In personal privilege, Ms. Cohea stated she has enjoyed participating in the Reading Across America program at various schools.

In personal privilege, Ms. Bailey-Simmons thanked Ms. Dominguez for the St. Patrick Day treats.

Superintendent Kolwe thanked Mr. Anderson and the Tangipahoa Parish School System Italian Cooking Team, for placing second in the Independence Sicilian Heritage Festival Spaghetti Cook-Off Contest.

It was moved by Ms. Cohea, seconded by Ms. Pittman-McDaniel, to enter into Executive Session to discuss the case of Joyce M. Moore vs. TPSB and Nettie Sanchez vs. TPSB. Hearing no objection, the motion was adopted.

Mr. Chris Moody informed the Board that it was not necessary to hold Executive Session tonight.

It was moved by Mr. Anderson, seconded by Ms. Smith, to adjourn the meeting. Hearing no objection, the motion was adopted. (7:33 p.m.)

Respectfully submitted,

Rose Dominguez
Board President

Mark Kolwe, Secretary-Treasurer

Recorded by: Cynthia Jenkins, March 15, 2011