The Tangipahoa Parish School Board met in regular session Tuesday, February 7, 2012 at 6:00 p.m. in the Central Office Board room, 59656 Puleston Road, Amite, Louisiana, with President Eric Dangerfield presiding.

MEMBERS PRESENTS: Andy Anderson, Al Link, Brett Duncan, Chris Cohea, and Rose Dominguez

MEMBERS ABSENT: Ann Smith, Gail Pittman-McDaniel and Sandra Bailey-Simmons

President Dangerfield stated that Ms. Smith and Ms. Bailey-Simmons were at the Federal Relations Network Conference in Washington, D.C. and Ms. Pittman-McDaniel is currently in the Kentwood Rehabilitation Hospital and is improving.

Ms. Catherine Goll of the Hammond High Magnet District Honor Choir led the Pledge of Allegiance and sang the “Star-Spangled Banner.” Ms. Tracy Miller, a student of the Hammond High Piano Class, played the “Battle Hymn of the Republic” and “Pirates of the Caribbean.”

It was moved by Mr. Duncan, seconded by Ms. Cohea, to approve the Board minutes of January 24, 2012 as distributed. Hearing no objection, the motion was adopted.

It was moved by Mr. Duncan, seconded by Ms. Dominguez, to approve the clarification of the original motion excerpt from the Board meeting of January 10, 2012 concerning the additional 7th and 8th grade classrooms at Hammond Eastside Magnet School. Hearing no objection, the motion was adopted. Following is the corrected original motion:

It was moved by Mr. Duncan, seconded by Mr. Anderson, to direct the Superintendent to take all necessary steps such that at least one (1) 7th and one (1) 8th grade class are made available to the community at Hammond Eastside Magnet School during the 2012-13 School Year. This motion will not change the current “Zone” for the school; therefore, students for these classes will be selected according to the “Magnet Transfer Selection Criteria” outlined in the School System’s current Desegregation Order.

(This clarifies and corrects the original motion from the Board meeting of January 10, 2012)
Ms. Dominguez, President Dangerfield, and Superintendent Mark Kolwe recognized Jakobe Mitchell, a student from Vinyard Elementary School, for winning Rotolo’s The Big Game Pizza Recipe Contest with his “The Determinator” pizza. Mr. Mitchell won an NFL.com gift card, an autographed Saints helmet and two (2) Saints tickets. In addition, the school was presented a $1,000.00 check from Ms. Linda Greco, Program Account Manager, on behalf of Southeast United Dairy Industry Association, Inc. and Mr. Lanny Conerly, a Tangipahoa Parish dairy farmer.

Superintendent Kolwe, Ms. Melissa Stilley, Chief Academic Officer, Ms. Alison Andrews, Supervisor of Magnet Programs, and Mr. Chad Troxclair, Hammond High Magnet Principal, recognized and presented a Good Samaritan plaque to Ben Peco, a student of Hammond High Magnet School, for his heroic act of saving a fellow citizen’s life using CPR skills learned through the Sports Medicine curriculum.

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

**CURRICULUM COMMITTEE – JANUARY 24, 2012:**

1. Ms. Melissa Stilley, Chief Academic Officer, gave an overview of the strategies to increase high school graduation rates which covered the Cohort Graduation/Dropout Rates, Graduation/Dropout Rates by School, and student performance levels in 8th grade ELA.


   Ms. Melanie Monistere, Ponchatoula High School Ninth Grade Academy Curriculum Coordinator, gave an overview of the Ninth Grade Freshman Academy and an update on the tracking of students in the Credit Recovery Program.

   Ms. Lisa Fussell, Sumner High School Principal, gave an update on Sumner High School’s Academic Dual Enrollment Program through the Louisiana Virtual School and other educational institutions.

3. Ms. Tommie Robertson, Supervisor, gave an update on the Career and Technical Education Program (CTE). She reviewed the CTE focus areas, Industry-Based Certification areas, career concentration at each of the School System’s high schools and the total enrollment for each career path.

**PERSONNEL COMMITTEE – JANUARY 31, 2012:**
It was moved by Ms. Bailey-Simmons, seconded by Mr. Anderson, to approve the items contained in the Agenda. Hearing no objection, the motion was adopted.

ITEM A

BUS DRIVER – NEW HIRE/TRANSFER

<table>
<thead>
<tr>
<th>Route</th>
<th>Driver</th>
<th>Employment Status</th>
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<tbody>
<tr>
<td>1A</td>
<td>Charles Binder</td>
<td>New Hire</td>
</tr>
<tr>
<td>7A</td>
<td>Dawn Minor</td>
<td>New Hire</td>
</tr>
<tr>
<td>18A</td>
<td>Carlton Galmon</td>
<td>New Hire</td>
</tr>
<tr>
<td>21A</td>
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<td>Transfer</td>
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<tr>
<td>6C</td>
<td>Tammy Gill</td>
<td>Transfer</td>
</tr>
<tr>
<td>46H</td>
<td>Amanda Perkins</td>
<td>Transfer</td>
</tr>
<tr>
<td>13K</td>
<td>Ronald Robertson</td>
<td>Transfer</td>
</tr>
<tr>
<td>6M</td>
<td>Aaron Coyne</td>
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<tr>
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<tr>
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<td>Lorraine Perkins</td>
<td>New Hire</td>
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ITEM B

LEAVES/RESIGNATIONS/RETIREMENTS

RETIREMENTS

1. Lawrence Rittmueller, Teacher – Ponchatoula Junior High, January 31, 2012

RESIGNATIONS

2. Yasha Bryant, School Nurse – Champ Cooper Elementary, February 10, 2012
4. Leona Green, School Food Service – Loranger Elementary, January 27, 2012

LEAVES

1. Patricia Reed, Bus Driver – Hammond High Magnet (sick leave using sick days first then FML – March 12, 2012) December 20, 2011
5. Ashley Stagg, Teacher – Woodland Park Magnet (sick leave using sick days first then FML – May 23, 2012) April 9, 2012

POLICY COMMITTEE – JANUARY 24, 2012:

(CODING: Words in struck through type are deletions from existing policy: words underscored are additions)

The following items were discussed and will be presented to the full Board for consideration:

1. It was moved by Mr. Link, seconded by Ms. McDaniel, to approve the revisions to policy BBBE, Board Member Compensation and Expenses. Hearing no objection, the motion was adopted. Following is the policy as approved:

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 $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. In a year in which Out-of-State travel is not included within the approved Operating Budget, School Board members, may choose to utilize their $1,800.00 In-Parish travel allotment for Out-of-State travel at the Board Member’s discretion.
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, 2004
Revised: November, 1993       Revised: August, 2007
Revised: February 18, 1997          Revised: March, 2011
Revised: May 13, 1997             Revised: January, 2012
Revised: August, 2003

      Board minutes, 2-26-85, 2-18-97, 5-13-97, 10-7-03, 12-7-04, 8-21-07

Tangipahoa Parish School Board

2. It was moved by Mr. Link, seconded by Ms. McDaniel, to approve the revisions to policy DJD, Expense Reimbursement. Hearing no objection, the motion was adopted. Following is the policy as approved:

**FILE: DJD**
**Cf: DJD-R**

**EXPENSE REIMBURSEMENT**

The Tangipahoa Parish School Board shall reimburse employees for expenses incurred while on official Board business subject to budgetary limitations. Such reimbursement shall be subject to the following:

a. The School System shall reimburse all in-parish and state department related mileage incurred by employees.

b. The School System shall also approve reimbursement for all in-service functions, and professional development workshops, along with other out-of-parish meetings provided these functions are screened by the Assistant Superintendent or Business Director. The Superintendent shall review all screened out-of-parish travel requests to determine if appropriate. A total travel expense limit of $1,000 shall be imposed on any out-of-parish travel requests **with the exception of any travel required by and paid from Federal or State grant funding**. Any additional travel allotment that may be needed shall require prior Board approval.
c. When a private automobile is used, the state mileage rate shall be the basis to calculate auto expense.

d. All employees who use their private vehicles for official Board business shall be required to carry liability insurance equal to the minimum amount required by the State of Louisiana to be eligible for reimbursement.

No reimbursement shall be made for any personal property losses of school employees incurred while performing official school duties.

The Superintendent shall be responsible for establishing and maintaining proper procedures for governing reimbursement expenses.

The Superintendent shall be authorized to waive any prescribed regulation for the Assistant Superintendent and the Administrative Director of Business Affairs, when, in his/her judgment, the best interests of the Tangipahoa School District warrant such action.

Revised: March, 1985
Revised: October, 1987
Revised: December, 1989
Revised: March, 1992

Revised: January, 1999
Revised: June, 2001
Revised: January, 2012

Board minutes, 2-26-85, 6-16-87, 9-19-89, 12-3-91, 1-19-99, 5-1-01

Tangipahoa Parish School Board

3. It was moved by Ms. McDaniel, seconded by Mr. Link, to approve the revisions to policy DJE, Purchasing and policy DJED, Bids and Quotations. Hearing no objection, the motion was adopted. Following are the policies as approved:

FILE: DJE
Cf: DJED

PURCHASING

It shall be the policy of the Tangipahoa Parish School Board that all purchasing for the school district to be paid from Board funds shall be made by the Superintendent or designee in conformance with existing regulations and procedures of the Board and the laws pertinent to state and federal agencies. All purchase orders shall be properly signed by the Superintendent or his/her designee. Designees shall be recommended to the Board by the Superintendent and approved by the Board before assuming this duty.
Because a large portion of revenues generated for the operation of the School Board are derived through local taxation of businesses and industry in Tangipahoa Parish, all local merchants shall be given fair and equal opportunities regarding Board purchases. Purchases shall be made at the lowest possible cost to the school district consistent with the system specifications of quality and service.

All regulations of the state bid law would apply to Board policy requirements for quotations.

FINANCING PURCHASES

The School Board may finance the purchase of equipment or other movable property to be used by the Board by entering into an installment sale, lease, or similar agreement with any lender or other person. Such agreement shall be subject to approval of the State Bond Commission in accordance with statutory provisions. No individual school or employee shall obligate the School Board without proper school system personnel knowledge and approval.

SOLE SOURCE PROVIDER

The School Board may award a contract for the purchase of supplies, services, or major repairs without competition when the Superintendent or designated employee has determined, in writing, that there is only one source for the supply, service, or major repair item(s) to be acquired. Pertinent procedures for purchasing such items from a sole source shall be as outlined in the State of Louisiana Office of State Purchasing's Purchasing Rules and Regulations.

USE OF STATE CONTRACT (Moved from policy DJED)

The School Board may make use of valid contracts put in place by the State of Louisiana Office of State Purchasing. If equipment, materials or supplies are available from a State of Louisiana Contract, the Superintendent and/or his/her designee may approve the purchase without using one of the purchasing procedures outlined in statutory provisions, if advantageous to the School Board. The Board may also piggyback, or purchase materials and supplies on valid contracts of other political subdivisions.

COMPETITIVE ONLINE SOLICITATION

The School Board may use a reverse auction or competitive online solicitation process on the Internet for the purchase of equipment, supplies, and other materials in lieu of the more formal bid process when the Board’s procurement officer determines that the electronic bidding is more advantageous and in the best interests of the School Board.

Prior to the use of a competitive online solicitation process, the School Board may require that:
1. Vendors register before opening dates and time, and as part of the registration, require that the vendors agree to any terms and conditions and other requirements of the solicitation.

2. Vendors be prequalified prior to placing bids and allow only bidders who are prequalified to submit bids.

3. The solicitation shall designate an opening date and time and the closing date and time. The closing date and time may be fixed or remain open depending on the structure of the item being bid.

4. At the opening date and time, the School Board shall begin accepting online bids and continue accepting bids until the bidding is officially closed. Registered bidders shall be allowed to lower the price of their bid below the lowest bid posted on the Internet until the closing date and time.

5. Bidders’ identities shall not be revealed during the bidding process; only the successively lower prices, ranks, scores, and related bid details shall be revealed.

6. All bids shall be posted electronically and updated on a real-time basis.

7. The School Board shall retain the right to cancel the solicitation if it determines that it is in the Board’s best interest.

8. The School Board shall retain its existing authority to determine the criteria that will be used as a basis for making awards.

Adequate public notice for purchases using a reverse auction or competitive online solicitation process shall be given as follows:

1. The advertisement or notice shall be published two (2) times in a newspaper in the locality, the first advertisement to appear at least fifteen (15) days before the opening date of the reverse auction. In addition to the newspaper advertisement, the School Board may also publish an advertisement by electronic media available to the general public.

2. The first publication of the advertisement shall not occur on a Saturday, Sunday, or legal holiday.

ELECTRICAL EQUIPMENT

An electrical assessment shall be performed prior to any electrical equipment being purchased by schools in the Tangipahoa Parish School System.
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.
The School Board shall retain the option of requiring all bids that are let out for public works be submitted electronically.

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.

The School Board shall retain the option of requiring all bids that are let out for materials and supplies be submitted electronically.

In lieu of formal bids, the School Board may use a reverse auction or competitive online solicitation process for the purchase of equipment, supplies, and other materials, as outlined in policy DJE, Purchasing.

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 (Moved to DJE, Purchasing)

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: September, 2004
Revised: December, 1992  Revised: December, 2009
Revised: November, 1993  Revised: March, 2010
Revised: December, 1995  Revised: March, 2011
Revised: October, 1997   Revised: January, 2012
Revised: November, 1999
Revised: November, 2001
Revised: June, 2002
Revised: August, 2003
Revised: November, 2003


(CODING: Words in struck through type are deletions from existing policy: words underscored are additions)

4. It was moved by Mr. Link, seconded by Ms. McDaniel, to approve the revisions to policy GBN, Dismissal of Employees. Hearing no objection, the motion was adopted. Following is the policy as approved:

FILE: GBN
Cf: GBA, GBJ, GBRA

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 enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony. In addition, employees may be dismissed for failure to properly report arrests for certain offenses enumerated in La. Rev. Stat. Ann. §17:16.

CERTIFICATED EMPLOYEES

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.
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 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 Operators

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.

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: October, 2006
Revised: March, 2011
Revised: January, 2012

5. It was moved by Mr. Link, seconded by Ms. McDaniel, to approve the revisions to policy GBRA, Employee Conduct. Hearing no objection, the motion was adopted. Following is the policy as approved:

**FILE: GBRA**
Cf: **GBN, JG**

**EMPLOYEE CONDUCT**

The Tangipahoa Parish School Board believes the teaching profession occupies a position of public trust involving not only the individual teacher's personal conduct, but also the interaction of the school and the community. Education is most effective when these many relationships operate in a friendly, cooperative, and constructive manner. A teacher's conduct, as well as the conduct of all employees throughout the school district, should meet acceptable standards of the community and show respect for the law and the rights of others.

All employees, volunteers, student teachers, interns, and any other person affiliated with the Tangipahoa Parish School Board have the responsibility to be familiar with and abide by the laws of the state, the policies and decisions of the School Board, and the administrative regulations and procedures designed to implement Board policies. Employees and others shall also comply with the standards of conduct set out in this policy and with any other policies, regulations, procedures, or guidelines that impose duties, requirements, or standards of conduct attendant to their status as School Board employees.

Employees and all others shall be expected to observe at least the following standards of conduct:

- Be courteous to students, one another, and the public and conduct themselves in a professional and ethical manner.
- Recognize and respect the rights and property of students, other employees, and the public.
- Maintain confidentiality of all matters relating to students and other employees.
- Demonstrate dependable attendance and punctuality with regard to assigned activities and work schedules.
- Observe and adhere to all terms of an employee's contract or job description.
- Strive to keep current and knowledgeable about the employee's area of responsibility.
Refrain from promoting personal attitudes and opinions for matters other than general discussion.

Refrain from using undue influence to gain, or attempt to gain, promotion, leave, favorable assignments, or other individual benefit or advantage.

Advocate positive personal behavior on or off campus and attempt to avoid improprieties or the appearance of improprieties.

While the operation of the School Board and its schools is governed by the provisions of this and all other Board policies, regulations, and procedures, as well as procedures of the individual schools, no policy manual can list each and every instance of misconduct that is precluded. Accordingly, employees are cautioned that the appropriateness of certain action or behavior must necessarily be dictated by the nature of the position held by the employee and standards of common sense. By virtue of one's education and experience, an employee knows and understands that certain actions or conducts are unacceptable even in the absence of formal Board policy. For instance, without the need of a specific prohibition or warning, a classroom teacher should be aware of the impropriety of certain practices such as leaving students unattended, using profanity or sexually suggestive language, or bringing a firearm onto campus. Such conduct constitutes both incompetence and willful neglect of duty. Such conduct, as well as violation of any state or federal law or Board policies, regulations, or procedures, or school regulations or procedures, shall result in the imposition of discipline up to and including termination.

PROHIBITED SEXUAL CONDUCT

Employees shall be prohibited from engaging in any form of sexual conduct with students. In particular, it is a violation of criminal statutes for any educator, which includes any administrator, coach, instructor, teacher, paraprofessional, teacher aide, or student aide, to engage in sexual conduct, as defined in La. Rev. Stat. Ann. §14:81.4 with a student who is seventeen (17) years of age or older, but less than twenty-one (21) years of age, where there is an age difference of greater than four (4) years between the two persons.

Notwithstanding any claim of privileged communication, any educator, having cause to believe that prohibited sexual conduct has occurred between another educator and a student, shall be required by state law to immediately report such conduct to a local or state law enforcement agency.

NOTIFICATION BY EMPLOYEES
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.

**Arrests for Certain Sexual Offenses**


The report shall be submitted to the Superintendent or his/her designee within twenty-four (24) hours of the arrest. However, if the employee is arrested on a Saturday, Sunday, or a legally declared school holiday such report shall be made prior to the employee next returning for his/her work assignment at a school. Such report shall be made by the employee or an agent of the employee regardless of whether he/she was performing an official duty or responsibility as an employee at the time of the offense. In addition, the employee shall report the disposition of any legal proceedings related to any such arrest, which shall also be made a part of any related files or records.

Any employee who fails to comply with these provisions shall be suspended with or without pay by the School Board if such employee is serving a probationary term of employment or if the provisions of law relative to probation and tenure are not applicable to the employee.

Any employee employed by the School Board who is a tenured employee of the Board shall be subject to removal under applicable state laws for failure to comply with these provisions. Written and signed charges alleging such failure shall be brought against the employee.

Unless criminal charges are instituted pursuant to an arrest which is required to be reported as provided above, all information, records, hearing materials and final recommendations of the school pertaining to such reported arrest shall remain confidential and shall not be subject to a public records request.

*School employee,* as used in this policy, shall mean any employee of the School Board, including teachers, substitute teachers, bus drivers, substitute bus drivers, or janitor, and shall include all temporary, part-time, and permanent school employees.

Revised: September, 2006  
Revised: May, 2008  
Revised: October, 2008  
Revised: October, 2009
Ref: 41 USC 702 (*Drug-Free Workplace*); La. Rev. Stat. Ann. §§14:814, 14:81.4, 17:15, 17:16, 17:81; Sylvester v. Cancienne, 95-0789 (La. App. 1st Cir. 11/9/95), 664 So.2d 1259; Howard v. West Baton Rouge Parish School Board, 2000-3234 (La. 6/29/01), 793 So.2d 153; Spurlock v. East Feliciana Parish School Board, 03-1879 (La. App. 1st Cir. 6/25/04), 885 So.2d 1225; Board minutes, 8-6-02, 2-6-07, 5-6-08, 10-21-08, 10-6-09.

6. It was moved by Mr. Link, seconded by Ms. McDaniel, to approve the revisions to policy IDDF, Education of Students with Exceptionalities. Hearing no objection, the motion was adopted. Following is the policy as approved:

**FILE: IDDG**

**Cf:** JDF

**EDUCATION OF STUDENTS WITH EXCEPTIONALITIES DISABILITIES**

The Tangipahoa Parish School Board shall provide a free appropriate public education in the least restrictive environment to every student with *exceptionality a disability*, ages three through twenty-one, who is a resident of the geographical boundaries of the school district. Special education and related services may be provided by the School Board for eligible children under three years of age. Generally, identified children shall be screened and evaluated for eligibility to receive special educational services while receiving educational support in the regular classroom. If it is determined in the evaluation process that a child has a disability, impairment, or condition that impedes educational progress, then the child is classified according to the *Pupil Appraisal Handbook*, Bulletin 1508, guidelines and becomes eligible to receive special education services. All special education services shall be performed in accordance with the regulations outlined in *Regulations for the Implementation of the Exceptional Children’s Act*, Bulletin 1706.

The School Board shall establish and maintain regulations and procedures in accordance with federal and state law to ensure that students with exceptionalities and their parents are provided the necessary procedural safeguards with respect to the provision of free appropriate public education by the School Board.

**SECLUSION AND RESTRAINT**

The School Board recognizes that, in order for students to receive a free and appropriate education, a safe environment needs to be provided. In doing so, the School Board also recognizes that there are circumstances in school under which reasonable and appropriate measures and techniques will need to be employed in dealing with violent student behavior.

The School Board shall sanction the use of student seclusion and restraint techniques when such use is consistent with the student’s *Individualized Education Plan* (IEP), Section 504 plan, or behavior intervention plan, and with the requirement that IEP
Teams consider the use of positive behavioral interventions and support when the student’s behavior impedes his/her learning or the learning of other students. However, this does not preclude the use of seclusion or restraint techniques in circumstances where school personnel reasonably believe that the student’s behavior involves an imminent risk of harm to the student or others and de-escalation techniques have failed.

Seclusion shall mean a procedure that isolates and confines a student in a separate room or area until he or she is no longer an immediate danger to self or others. Restraint shall mean the application of bodily force or any device or object used to limit a person’s movement. Imminent risk or harm shall mean an immediate and impending threat of a person causing substantial physical injury to self or others.

The parent or other legal guardian of a student who has been placed in seclusion or physically restrained shall be notified as soon as possible. The student’s parent or other legal guardian shall also be notified in writing, within twenty-four (24) hours, of each incident of seclusion or physical restraint. Such notice shall include the reason for such seclusion or physical restraint, the procedures used, the length of time of the student’s seclusion or physical restraint, and the names and titles of any school employee involved.

The director or supervisor of special education shall be notified any time a student is placed in seclusion or is physically restrained.

A school employee who has placed a student in seclusion or who has physically restrained a student shall document and report each incident. Such report shall be submitted to the school principal not later than the school day immediately following the day on which the student was placed in seclusion or physically restrained and a copy shall be provided to the student’s parent or legal guardian.

This policy and the guidelines and procedures maintained by the Superintendent and staff shall be provided to all school employees and every parent of a child with an exceptionality.

All instances where seclusion or physical restraint is used to address student behavior shall be reported by the School Board to the Louisiana Department of Education.

Guidelines and Procedures

The School Board shall require the Superintendent and staff to maintain adequate procedures governing the use of seclusion and physical restraint of students that are in accordance with federal and state law, as well as regulations promulgated by the Louisiana Board of Elementary and Secondary Education (BESE). At a minimum, the guidelines and procedures shall include the following:

1. No student shall be subjected to any form of mechanical restraint.
2. Physical restraint shall be used only:

   A. When a student’s behavior presents a threat of imminent risk of harm to self or others and only as a last resort to protect the safety of self and others.

   B. To the degree necessary to stop dangerous behavior.

   C. In a manner that causes no physical injury to the student, results in the least possible discomfort, and does not interfere in any way with a student’s breathing or ability to communicate with others.

3. No student shall be physically restrained in a manner that places excessive pressure on the student’s chest or back or that causes asphyxia.

4. A student shall be physically restrained only in a manner that is directly proportionate to the circumstances and to the student’s size, age, and severity of behavior.

5. Seclusion and physical restraint shall not be used as a form of discipline or punishment, as a threat to control, bully, or obtain behavioral compliance, or for the convenience of school personnel.

6. No student shall be subjected to unreasonable, unsafe, or unwarranted use of seclusion or physical restraint.

7. A student shall not be placed in seclusion or physically restrained if he or she is known to have any medical or psychological condition that precludes such action, as certified by a licensed health care provider in a written statement provided to the school in which the student is enrolled.

8. A student who has been placed in seclusion or has been physically restrained shall be monitored continuously. Such monitoring shall be documented at least every fifteen (15) minutes and adjustments made accordingly, based upon observations of the student’s behavior.

9. A student shall be removed from seclusion or released from physical restraint as soon as the reasons for justifying such action have subsided.

10. Seclusion shall only be used as a last resort if and when less restrictive measures and restructuring of a student’s environment have failed to stop a student’s actions that pose an imminent risk of harm. Constant
supervision of the student must occur by a school employee who can see and hear the student the entire time.

11. Seclusion shall not be used with any student known to have any medical or psychological condition that a licensed health care provider has indicated in a written statement provided to the school and is on file.

12. Any room used for seclusion shall be free of any object that poses a danger to the student, have an observation window, and have a ceiling height and heating, cooling, ventilation, and lighting systems comparable to operating classrooms in the school.

Follow-Up Procedures

Following any situation resulting in the use of seclusion or restraint of a student, a Functional Behavioral Assessment (FBA) should be considered. Any student subject to the use of seclusion or restraint on more than one occasion in a semester shall have a new Functional Behavioral Assessment conducted within ten (10) days, as well as development or review and/or revision of an individual Behavior Intervention Plan (BIP).

Employee Training Requirements

The Superintendent or his/her designee shall be responsible for conducting and maintaining appropriate training programs for school personnel designed to address the use of seclusion and restraint techniques with students with disabilities. In addition, positive behavioral intervention strategies, crisis intervention, and de-escalation, as well as other procedures, shall also be included in any training.

Revised: March, 2009
Revised: January, 2012


(CODING: Words in struck through type are deletions from existing policy: words underscored are additions)

7. It was moved by Ms. McDaniel, seconded by Mr. Dangerfield, to adopt policy IDDFA, Service Animals in Schools. Hearing no objection, the motion was adopted. Following is the adopted policy:
NEW POLICY

SERVICE ANIMALS IN SCHOOLS

The Tangipahoa Parish School Board does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and acknowledges its responsibility to permit students and/or other individuals with disabilities the opportunity to participate in and benefit from School Board services, programs, and activities. The School Board shall permit the use of service animals by students and other individuals with disabilities when necessary in order to avoid discrimination on the basis of disability in accordance with the requirements of Title II of the Americans with Disabilities Amendments Act of 2008 (ADAAA) and its implementing regulations at 28 C.F.R. Part 35.

A service animal is defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person’s disability. Dogs whose sole function is to provide comfort, emotional support, well-being, or companionship or whose presence is to provide a crime deterrent effect do not qualify as service animals under the ADAAA or this policy. Under appropriate circumstances and as determined on an individual basis, the School Board shall make reasonable modifications to its practices and procedures to permit the use of a miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. Other species of animals, whether wild or domestic, trained or untrained, shall not be considered service animals.

Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents the use of such devices. The individual with a disability must maintain control of the animal through voice, signal, or other effective commands when the use of harnesses or other such devices cannot be utilized due to interference with functional use of the service animal.

Because the School Board is responsible for the health and safety of school-age minors with and without disabilities who have limited options regarding classroom and school assignments, requests for an individual with a disability to be accompanied by a service animal on school premises or during school-related activities must first: (1) be submitted in writing to the Superintendent or his/her designee; (2) specify the need for use of the service animal; and (3) identify the work or tasks performed for the individual with a disability by the service animal. Such written request shall be required not less than ten (10) school days prior to the proposed use of the service animal and prior to bringing the service animal onto School board property or to a school-related activity. A determination as to whether a service animal is permitted on
School Board property or at school-related activities shall be based on multiple factors and shall be determined on a case-by-case basis following procedures approved by the Superintendent or his designee(s).

Individuals with disabilities shall be permitted to be accompanied by a service animal in those areas of School Board property that are generally open to the public or to participants in School Board programs, services, or activities.

The School Board reserves its right to request removal of a service animal from its premises and/or its programs, services, and activities if: (1) the animal is out of control and the handler does not take effective action to control it; or (2) the animal is not housebroken. Any individual with a disability whose service animal is excluded by the School Board shall be offered an opportunity to participate in such programs, services, or activities without the service animal.

A service animal shall be considered the personal property of the individual with a disability. The School Board shall not be responsible for the training, daily care, feeding, healthcare, or supervision of a service animal. Consistent with general policies of the School Board, an individual with a disability may be responsible for damages caused by his/her service animal while on school property or during school-related activities.

The School Board reserves its right to require proof that all dogs (including service animals), cats, and ferrets with whom children may come into contact while at school have been vaccinated against rabies by a licensed veterinarian in accordance with State law and administrative regulations promulgated by the Louisiana Department of Public Health.

Other regulations and/or procedures shall be maintained by the Superintendent and designated staff. Affected individuals may obtain additional information by contacting the School Board’s Section 504/ADA/ADAAA Coordinator [and/or by visiting the School Board’s official website.]

New policy: January, 2012


8. It was moved by Ms. McDaniel, seconded by Mr. Link, to adopt the policy procedures IDE-P, Procedures for Selecting Cheerleaders, Dancers, Flag Corps and Pep Squads. Hearing no objection, the motion was adopted. Following is the adopted policy procedure:

NEW POLICY

FILE: IDE-P
Cf: IDE
PROCEDURES FOR SELECTING CHEERLEADERS, DANCERS, FLAG CORPS, AND PEP SQUADS

The Tangipahoa Parish School Board shall require the selection of cheerleaders, dancers, flag corps, and pep squads to be conducted in accordance with the following:

1. A packet of information and forms shall be developed by each school. This packet shall include the system generic procedures as well as the requirements that are unique to each school. Suggested areas for inclusion in the packet are eligibility requirements, tryout information, judging criteria, conduct, practices, policies/rules, expenses, demerit system, and areas of parent responsibility. Each school shall submit a copy of all information and forms to the Assistant Superintendent designated by the Superintendent and the school system's Chief Desegregation Implementation Officer for review and approval prior to distribution to students. Parents shall sign a form indicating that they have received, read, and understand the rules and procedures.

2. A meeting must be held with the parents of all students who desire to tryout so that the packet information can be reviewed. A record of attendance, agenda, and minutes of the meeting shall be kept on file in the principal's office. More than one meeting may be held to accommodate schedules of parents.

3. Judges shall be impartial and not affiliated with the school. Judges shall be ethnically diverse.

4. All areas of judging/scoring shall be impartial and completed by the judges referenced in paragraph 3 above. No person employed by the school system shall participate in the judging/scoring of students trying-out for positions on cheerleader squads, dance groups, flag corps, and/or pep squads. No person employed by the school system shall participate in the judging/scoring/selection of cheerleader squad, dance group, flag corps and/or pep squad captain(s) or other leadership/officer positions.

5. Announcement of the squad, group, and corps membership shall be made no sooner than the day after the final tryout is held. Membership shall be based upon composite scores made by the judges. Selection of squad captains or other leadership/officer positions shall be based upon the highest composite scores made by the judges.

6. The sponsor and/or principal shall determine the number of students comprising the squad, group, and corps.
7. Parental complaints about a sponsor or judge must be discussed with the principal first. Review of complaint decisions may be made to the Assistant Superintendent designated by the Superintendent and the school system's Chief Desegregation Implementation Officer. A request for review must be made within five (5) school days of the complaint discussion with the principal.

8. All participants must tryout every year.

9. Eligibility requirements for participation shall be the same as for athletes. Students must maintain a 1.5 grade point average with no more than one F grade each semester in order to participate the following semester.

10. Eighth graders who tryout for high school squad, groups and/or corps and are selected for membership who do not pass the LEAP test will not receive a refund for camp and non-returnable uniform items for which the school cannot be reimbursed by the vendor. Students who are not promoted from the eighth grade to the ninth grade may not participate on the high school squad for which they were selected the previous spring.

11. Student selected for a squad, group, or corps must have a physical similar to the one required for athletes prior to participation.

12. Because the participants represent the school when attending off-campus events, all contestants must receive pre-screening approval of the principal and disciplinarian prior to final eligibility for tryouts.

New procedure: January, 2012

9. It was moved by Mr. Link, seconded by Ms. McDaniel, to approve the revisions to policy IHA, Grading Systems. Hearing no objection, the motion was adopted. Following is the policy as approved:

FILE: IHA
Cf: IDAB

GRADING SYSTEMS

The Tangipahoa Parish School Board directs that evaluation of student progress be based on various aspects of performance as measured against standards for the respective grade or subject. The requirements for evaluation shall take into consideration the ability, aptitude, cultural background, and other characteristics of the student. Grading shall be based on achievement as it reflects a reasonable and conscientious effort on the part of the pupil to fulfill in the requirements of the course, and the ability of the pupil as it relates to the pupil's demonstrated effort.
Grades shall be determined and reported in accordance with procedures outlined in the *Pupil Progression Plan*, as approved by the Board. Grading and reporting shall serve to show those concerned how a pupil is doing in his/her work. Grades shall not be used with the intent of rewarding or punishing a pupil.

**GRADE ALTERATION**

No School Board member, Superintendent, or school employee, including administrative and supervisory personnel, shall attempt, directly or indirectly, to influence, alter, or otherwise affect the grade received by a student from his/her teacher. However, a teacher’s determination of a student’s grade may be changed or altered when the Superintendent or designee has determined that the grade is in error, or that the grade is demonstrably inconsistent with the teacher’s grading policy. Grades utilized in determining six-weeks grades shall be documented in such a manner that the teacher responsible for issuing the grade shall be able to explain and justify the grade given.

**GRADING SCALE**

The grading scale for regular courses in grades 1-12 shall be as follows:

- 94 - 100 ________ A
- 87 - 93 ________ B
- 78 - 86 ________ C
- 70 - 77 ________ D
- 69 or below ________ F

Schools with accelerated courses may select one of the optional grading scales outlined in the parish’s Pupil Progression Plan.

High school courses taught at the junior high level shall receive letter grades and quality points. The appeal of a grade of N/C (No credit grade) shall be made to the Discipline Committee of each school.

**GRADING PROCEDURE**

**Option 1: Letter Grades**

At the secondary level, each grade during the six-weeks period shall be recorded using a numerical value. At the end of the six-weeks period, the teacher will convert the numerical values to percentages which will be recorded on the student’s report card. To calculate the semester grade, add the three (3) six-weeks percentage grades and divide by three (3). Convert this percentage average to a letter grade by using the TPSS grading scale.

**Option 2: Cumulative Percentage Grade**
At the secondary level, each grade during the semester will be recorded using a numerical value. Grades will be determined by averaging the cumulative grades with a minimum of four grades recorded per reporting period as follows:

- After 4 1/2 weeks - a minimum of four (4) grades recorded
- After 9 weeks - a minimum of eight (8) grades recorded
- After 13 1/2 weeks - a minimum of twelve (12) grades recorded
- After 18 weeks - a minimum of sixteen (16) grades recorded

At the end of each 4 1/2 week period, the teacher will convert the numerical value to percentages by dividing the total points earned by the total points possible. The percentage will be recorded on the student's Interim Report.

There will be a cumulative percentage average for the whole semester. To calculate the semester grade, divide the total points earned by the total points possible. Convert this percentage to a letter grade by using the TPSS grading scale.

Revised: November, 1989
Revised: August, 1991
Revised: January, 1992
Revised: March, 1994
Revised: July 18, 1994
Revised: June 20, 1995
Revised: July 16, 1996
Revised: October, 1996
Revised: January, 1997
Revised: December, 1997
Revised: January, 2012


10. It was moved by Mr. Link, seconded by Mr. Dangerfield, to approve the revisions to policy II, Testing Program. Hearing no objection, the motion was adopted. Following is the policy as approved:

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), and Academic Skills Assessments (ASA), 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. 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 emergency plan shall also be submitted annually to the Louisiana Department of Education, Division of Assessments and Accountability. The disaster emergency plan shall provide the necessary steps to be followed in the event of a major disaster or emergency that results in the disabling of computers during EOC disruption of online 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, any supplementary secure materials, 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 ensure the security of individual student test data in electronic formats, including encryption of student demographics in any email correspondence.

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 in-service 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.

In addition, the Board shall maintain administrative procedures to assign a different test administrator for a class than the teacher of record for the class, to the extent practicable, except for teachers testing students with accommodations and younger students, grades 3 through 8.

The Board shall also maintain administrative procedures for the monitoring of test sites to ensure appropriate test security procedures are being followed and to observe test administration procedures.

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
Revised: January, 2012

Standards and Practices, Bulletin 118, Louisiana Department of Education;
Board minutes, 3-2-99, 3-15-11.

(CODING: Words in struck through type are deletions from existing policy:
words underscored are additions)

Superintendent Kolwe reported that he met with Dr. John C. Fischetti,
Southeastern Louisiana University’s Dean of the College of Education and Human
Development, to discuss finalizing the Cooperative Endeavor Agreement and once
complete, he will bring the report back to the Board.

Superintendent Kolwe acknowledged that Ms. Amber Anthony, Loranger High
School teacher, and the STAR students (future teachers), were present at tonight’s
meeting.

There was no Public Input.

In personal privilege, Ms. Dominguez stated that she had visited Ms. McDaniel
earlier in the day and that Ms. McDaniel wanted to thank everyone for their prayers.

In personal privilege, Ms. Cohea reported that the Hammond Eastside
Elementary Magnet PTA had been reinstated. She also presented a birthday card to
Ms. Stilley.

In personal privilege, Mr. Anderson referred to an article in The Advocate
newspaper regarding the oil well in St. Helena Parish which is producing nearly 900
barrels of oil per day and that he is optimistic about the economic development in
Tangipahoa Parish. He stated that statistically, future jobs will be in the medical field
and the School System is determining how it may participate in the development of
this within the region.
In personal privilege, Mr. Link acknowledged that the Hammond Chamber of Commerce Education Committee, Mr. Duncan, Hammond principals, Chamber members, and he met at Hammond Westside Elementary Montessori to discuss how to help achieve the goals for the Hammond Schools. He thanked Mr. Chris Moody, Committee Co-Chair, for his activity over the years.

It was moved by Anderson, seconded by Ms. Dominguez, to enter into Executive Session to discuss the case of Joyce M. Moore vs. TPSB; Sybil Lampton vs. TPSB; and Becky Vancleave, et al vs. TPSB. Hearing no objection, the motion was adopted.

The Board entered Executive Session.

The Board returned to Open Session.

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

It was moved by Mr. Link, seconded by Ms. Dominguez, to accept counsel's recommendation on the cases of Sybil Lampton vs. TPSB and Becky Vancleave, et al vs. TPSB. Hearing no objection, the motion was adopted.

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

Respectfully submitted,

Eric Dangerfield
Board President

Mark Kolwe, Secretary-Treasurer

Recorded by: Cynthia Jenkins, February 7, 2012