DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on March 14, 2017, at 5:00 p.m.

The meeting was called to order by Ron Hayes, President. The prayer was led by Aaron Natali. The Pledge of Allegiance was led by Baily Duplechian, a student at DeQuincy High School.

On a motion by Mr. Roberts and seconded by Mr. Duhon, the Supplemental Agenda (Items 8. G-H and 9. B) was added to the Regular Agenda. Mr. Hayes asked for any audience comments; there were none. On a vote, the motion carried unanimously.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: Aaron Natali, Fred Hardy, Glenda Gay, Annette Ballard, Ron Hayes, Dean Roberts, Mack Dellafosse, Eric Tarver, Damon Hardesty, Alvin Smith, Chad Guidry, Russell Castille, Billy Breaux, Wayne Williams, and John Duhon.

APPROVAL OF MINUTES

Mr. Dellafosse, with a second by Mr. Duhon, offered a motion to approve the Minutes of February 14, 2017. The motion carried.

PRESENTATIONS

A. Presentation of Winners of “From the Classroom to a 5K” T-shirt design contest/Skylar Giardina, Risk Manager

Layla Navarre, First Place, T.S. Cooley Elementary
Julian LeCompte, Second Place, Moss Bluff Elementary
Brylir Wilcox, Third Place, Moss Bluff Elementary

SUPERINTENDENT’S REPORT

Mr. Bruchhaus gave the following report:

All board members have received their February school population report.

All board members have received the February Head Start Report

- **Enrollment – 450**

- The LSU Ag Center presented the first of two sessions of “Let’s Eat for the Health of It” during DeQuincy Primary Head Start’s Parent Meeting.

- DeQuincy Primary Head Start celebrated Mardi Gras by inviting parents to decorate mini-king cakes with the traditional colors of purple, green, and gold. A parade was held where students were able to show off their creations, spectacular Mardi Gras hats.

- J.D. Clifton Head Start provided opportunities for cultural and historical awareness and experiences by hosting a Mardi Gras celebration along with a Black History Program that wrapped up a month full of learning about Black heritage. Several guests from Washington-Marion High School assisted in the celebration.

- Bess the Book Bus visited Brenda Hunter Head Start. The book bus is sponsored by CITGO and each student was given an opportunity to select a book to take home.

- Jake Drost Head Start sponsored a Krewe de Literacy activity. Students dressed up as their favorite storybook character and a local librarian modeled “how to read to your children” for the parents. The parents and children made king cakes following the parade.

Chad Major and the Professional Firefighters Association of Louisiana will be donating a CPR kit to each of the high school in Calcasieu Parish. Cherell Rozie, with the American Heart Association, will be in touch with our Risk Management Department regarding the donation and instructions on how to use the CPR Anytime Kits.

Congratulations to MJ Kaufman Elementary for having the greatest percentage of
March 14, 2017

participation at CPSB’s From the Classroom to a 5K with 50% participation. They will receive a healthy breakfast courtesy of Insurance Resource Group. Other schools or Departments with 30% or greater participation:

Technology with 48.27%
LeBleu Settlement with 41.82%
Westwood Elementary with 36.67%
Maplewood Elementary with 35%
TH Watkins Elementary with 33.33%
SJ Welsh with 32.62% and the largest number of participants -- 45

I would like to report our current sales tax numbers for our general fund which show February 2017, collections at $316,734 or 2.9% above budget for the eighth month of the 2016-2017 year.

Collections are $102,515 or .9% above collections for the same month last year.

Collections for the 2016-2017 year, after eight months, are $4,685,204 or 4.8% over budget and $3,122,996 or 3.2% over the same time period last year.

Just a friendly remember to all Board Members that May 15th is the deadline for submission of the Annual Financial Disclosure Statement for calendar year 2016 for all elected school board members. There are monetary fines for non-compliance, so please be sure and file your report with the LA Ethics Administration Program. We will be glad to fax these for you if you want to bring your forms in.

Congratulations to the Washington-Marion Charging Indian basketball team on their victory as the 4A State basketball champions this past Saturday, March 11. The team will be presented to you at our April meeting, as well as the Barbe High girls’ basketball team regarding their state runner-up win.

COMMITTEE REPORTS

Budget Committee, February 21, 2017/Mack Dellafosse, Chair

Mr. Dellafosse gave the following report:
March 14, 2017

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Tuesday, February 21, 2017 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. A quorum was present. Mr. Smith led the prayer and Mr. Tarver led the pledge of allegiance.

Present: Mack Dellafosse - Chairman, Alvin Smith - Vice Chairman, committee members Annette Ballard, John Duhon, Glenda Gay, Damon Hardesty, Fred Hardy, Dean Roberts, Eric Tarver, Wayne Williams and Secretary, Wilfred Bourne. Other Board members present were Russell Castille, Chad Guidry, and Ron Hayes.

Absent: Aaron Natali

Mr. Bourne introduced the only item on the agenda which was permission to advertise and to fill the Claims Adjuster position which was not filled after the retirement of the previous claims adjuster in 2013. When he retired, it was felt that the third party claims administration firm would be sufficient to handle all aspects of our claims. However, many decisions regarding various claims can only be made by CPSB staff despite the involvement of the third party administrator. The claims adjuster would allow us to more effectively manage claims and minimize losses. Skylar Giardina, Risk Manager, shared that qualifications would include a degree and some claims adjuster experience and that the salary would be based on the current auxiliary pay schedule. The reason for requesting permission from the board, although not necessary, was because the claims adjuster position had not been filled in over 3 years.

On motion by Ms. Ballard, and seconded by Mr. Duhon, it was recommended to authorize staff to advertise and fill the open Claims Adjuster position.

Mr. Dellafosse offered the motion to accept the recommendation. On behalf of the committee, a second was not needed and the motion carried.

There being no further business to discuss, on motion by Mr. Duhon and seconded by Mr. Roberts, the committee adjourned the meeting at 5:06 p.m.

Wilfred Bourne
Secretary

C&I Committee, February 21, 2017/Annette Ballard, Chair

Mrs. Ballard gave the following report:
March 14, 2017

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, February 21st, 2017 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Annette Ballard; Chair, Fred Hardy, Damon Hardesty, Eric Tarver, Alvin Smith, Chad Guidry, Dean Roberts. Absent: Aaron Natali Other Board Members Present: Russell Castille, Mack Dellafosse, Glenda Gay, Ron Hayes, Wayne Williams.

The C&I Committee Meeting was called to order at 5:10 pm. by Annette Ballard, Chairman. A quorum was present.

Mr. Campbell gave a brief background on how three years ago, Dr. Nikos Kiritsis, an engineering professor and Director of the Institute for Industry and Education Collaboration at McNeese had started an after school STEM Program at Prien Lake Elementary called Engineering is Elementary. This program has provided our district with an excellent opportunity to partner with McNeese, Citgo and additional industries to provide inspiring instruction and activities in Science, Technology, Engineering and Math. Mr. Campbell then introduced Darrell McDaniel; STEM Educator Development Leader who gave a presentation highlighting the modules being utilized in the third thru 5th grade in after school programs. Initially the pilot program began with 100 4th grade students in 6 schools and with the help of CITGO and PROGRESS Project; over 800 students from 23 schools will be able to participate. The McNeese University Engineering Dept. has provided training for CPSB teachers so that in turn they can instruct the classroom modules. This was for informational purposes only and questions were fielded by staff.

**This item was for information only.**

Mr. Campbell then introduced Dr. Michelle Joubert; Director of Early Childhood. Dr. Joubert explained how the CLASS (Classroom Assessment Scoring System) is a consistent approach to measuring teacher-student interactions during critical development periods and supports implemented in the CLASS Domains. Dr. Joubert went on to show the 2015-2016 Practice Performance Profile for Pre-K and how Calcasieu Parish is Proficient in the two of the three areas and what steps will be used to increase the instructional support. The New Head Start Program Performance Standards (HSPPS) have improved clarity and transparency to support high-quality programs with key changes being offered to solidify the critical role of parents and raise the quality of the Head Start program. Finally
March 14, 2017

Dr. Joubert presented dates/times for the Head Start/Pre-K round up. This was for informational purposes only and questions were fielded by staff.

This item was for information only.

The final item that Mr. Campbell presented was to approve the recommendation to adopt Odysseyware as the new CPSB Virtual School provider.

A motion was made by Mack Dellafosse and seconded by Eric Tarver to adopt Odysseyware as the new CPSB Virtual School provider.

Blue Cards:
Catherine Bell
Mary Wilkinson

Mr. Dellafosse made a motion to extend the time for Catherine Bell during her blue card presentation and the motion passed.

After much discussion and additional information presented by C&I Staff; the motion passed on a roll call vote: Yeas: Mrs. Ballard, Mr. Hardy, Mr. Roberts, Mr. Tarver, Mr. Guidry, Mr. Hardesty, Mr. Dellafosse, Mr. Duhon, Mr. Hayes. Neas: Mrs. Gay and Mr. Smith.

On behalf of the committee, Mrs. Ballard offered a motion to approve the recommendation. A second was not necessary and the motion carried.

There being no further business to discuss, Mrs. Ballard requested a motion to adjourn at 7:24 p.m. which was made by Eric Tarver and seconded by Mack Dellafosse.

Tommy Campbell
Secretary

Employee Benefits Committee, March 7, 2017/Bill Breaux, Chair

Mr. Breaux gave the following report:

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, March 7, 2017, at 5:00 p.m.
March 14, 2017

The meeting was called to order by Billy Breaux, Chairman. Ron Hayes gave the invocation and Mary Margaret David led the Pledge of Allegiance.

The roll was called with a quorum being present. The following committee members were in attendance; Billy Breaux, Chairman; Glenda Gay, Damon Hardesty, Gerald Treme, Diane Bagwell, Mary Margaret David, Wayne Foster, Mike Hill, Sue Hinchee, Carolyn Toups, Karen Bryant, and Suzanne Heath. Other board members in attendance were Ron Hayes and Wayne Williams.

Ms. Skylar Giardina introduced Ms. Kathy Sonnier, with Insurance Resource Group, for presentation of the group health insurance and dental renewal for the policy year May 1, 2017 - April 30, 2018.

Summary of Ms. Sonnier's presentation:

- Overall claims utilization is up 6.04% ($2,326,183) from the previous year.
- The average net claim per contract increased 7% from $725.30 to $776.12
- Large claims have increased 3.5 million.
- Prescription drugs have increased 6.13% at a cost of $950,377.

This has resulted in:

- 6.5% increase in premiums for 2017/2018 renewal. A motion was made by Ron Hayes, seconded by Damon Hardesty and passed unanimously.

  **On behalf of the committee, Mr. Breaux offered a motion to approve the recommendation. A second was not necessary and the motion carried.**

- CPSB continues to be in compliance with the Affordable Care Act.

- Met Life dental plan increase is 8% for 2017-2018. A motion was made by Ron Hayes, seconded by Damon Hardesty and passed unanimously.

  **On behalf of the committee, Mr. Breaux offered a motion to approve the recommendation. A second was not necessary and the motion carried.**
There being no further business, a motion to adjourn was made by Ron Hayes and seconded by Suzanne Heath and passed unanimously at 5:40 p.m.

Skylar
Giardina
Secretary

TAKE APPROPRIATE ACTION

Mr. Hayes read the following items:

A. Policy revision of Policy BH, School Board Ethics and Policy GBE, Assignment

FILE: BH
Cf: ABC

SCHOOL BOARD ETHICS

Recognizing that as a member of a public School Board and that each Calcasieu Parish School Board member is filling a position of public trust, responsibility, and authority endowed by the State of Louisiana, the Calcasieu 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 School Board members, as well as other designated officials, shall be in accordance with state law.

ETHICS EDUCATION AND TRAINING

All School Board members and employees shall be required to receive a minimum of one (1) hour of education and training on the Louisiana Code of Governmental Ethics annually. Education and training shall be provided by employees of the Louisiana Board
March 14, 2017

of Ethics or others authorized to provide such training by the Louisiana Board of Ethics, and shall be administered through seminars or via the Internet.

GIFTS

Acceptance of personal gifts by any School Board member or employee of the Calcasieu 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 School 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.

Subject to other limitations contained in School Board policy, 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. Notwithstanding the foregoing, after the end of the 2016-2017 school year no member of the immediate family of a school principal may be assigned to the school at which the principal is assigned unless such immediate family member was first assigned to the school prior to the end of the 2016-2017 school year, and such assignment complies with the Louisiana Code of Governmental Ethics.

No public servant and no elected official, except as provided in La. Rev. Stat. Ann. §42:1120, shall participate in a transaction involving the School Board in which, to his/her actual knowledge, any of the following persons has a substantial economic interest:
March 14, 2017

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 (25%), 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 (25%), and who by reason thereof is in a position to affect directly the economic interests of such public servant.

Every School Board employee shall disqualify himself/herself from participating in a transaction involving the School Board when a violation of this prohibition against participation would result, and a disqualification plan shall be submitted to the Louisiana Board of Ethics.

Exceptions

Any School Board member or Superintendent whose immediate family member is employed or who may be employed, as excepted below, shall recuse himself/herself from any decision involving the promotion or assignment of teaching or service location of such employee.

1. Any member of the immediate family of any School Board member or the Superintendent may be employed as a classroom teacher provided that such family member is certified to teach or is temporarily authorized to teach while pursuing certification.

2. Any immediate family member of a member of the School Board or the Superintendent who is employed pursuant to paragraph 1 above may be promoted to an administrative position, provided that such family member has the appropriate qualifications and
certifications for the promotional position. For the purposes of such promotions, the term certifications shall not include any temporary or provisional certification or certifications.

3. An immediate family member of an athletic director of a school may be employed as a coach at such school.

**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 to use the authority of his/her office or position as a member of the School Board 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 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 School 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 School Board, contract with, be employed in any capacity by, or be appointed to any position by the School Board, except that the School Board may employ
March 14, 2017

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.

FEDERAL GUIDELINES: CONFLICT OF INTEREST

In addition to other ethics provisions, in receiving federal funds the School Board shall ensure compliance with federal guidelines covering conflict of interest and governing the actions of officers and employees engaged in the selection, award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict may arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in, or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the School Board shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to contracts.

Employees and volunteers shall be required to report any actual, possible, or perceived conflict of interest which they or others have, or may have, to their immediate supervisor as soon as they become aware of the conflict. A School Board member shall report the perceived conflict of interest to the Superintendent and School Board attorney.

Anyone who engages in activities that violate these provisions, including failure to disclose a conflict of interest, may be subject to disciplinary action up to and including termination of employment, and/or other appropriate sanctions.

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.

Revised: October, 1997
Revised: November, 1999
Revised: August, 2003
Revised: September, 2006
Revised: December, 2008
Revised: November, 2010
Revised: June, 2012
Revised: March 8, 2016
Revised: September 13, 2016

Ref: 2 CFR 200.318 (General Procurement Standards)
Board minutes, 10-14-03, 2-6-07, 4-21-09, 2-8-11, 8-7-12, 3-8-16, 9-13-16

Calcasieu Parish School Board

FILE: GBE
Cf: BH

ASSIGNMENT

POSITION ASSIGNMENTS
The Calcasieu Parish School Board delegates to the Superintendent or his/her designee the assignment of all teachers, administrators, supervisory personnel, and other employees of the School Board to their respective positions and/or schools. The principal shall have the authority to determine the placement of all teachers or other personnel at the school in which the principal is employed, subject to the approval of the Superintendent. Personnel shall be assigned on the basis of performance, effectiveness, and qualifications applicable to each position.

No employee may be assigned to a position when such assignment will violate the nepotism prohibitions of state law, or school board policy BH.

In order to avoid conflicts of interest, or the appearance of same, it is the desire of the School Board that employees not be assigned to a position that would require that employee to be directly supervised by an immediate family member. The above provision, however, does not apply, in accordance with statutory provisions, to an immediate family member of an athletic director of a school, which may employ an immediate family member as a coach where he/she is athletic director. Immediate family members include the person’s children, the spouses of the person’s children, the person’s brothers and their spouses, the person’s sisters and their spouses, parents, spouse, and the parents of the person’s spouse.

For purposes of this policy, principals shall be considered to directly supervise all programs operated at their school; therefore no immediate family member of any principal shall be employed to work in any program operated at his/her school. Also, any department head shall be considered to directly supervise all operations in the department.

No employee whose employment violates this policy shall be removed from his or her present assignment solely on that basis prior to the commencement of the 2017-2018 school year. In addition, no employee whose employment violates this policy shall be removed from his or her present assignment prior to the end of the 2017-2018 school year when the principal or the immediate family member has provided the School Board with satisfactory evidence of intent to retire at/or before the end of the 2017-2018 school year.

Notwithstanding the foregoing, after the end of the 2016-2017 school year no member of the immediate family of a school principal may be assigned to the school at which the principal is assigned unless such immediate family member was first assigned to the school prior to the end of the 2016-2017 school year, and such assignment complies with the Louisiana Code of Governmental Ethics.
CLASS ASSIGNMENT

The principal shall be responsible for assigning teachers to classes within his/her respective school. Except in extenuating circumstances, the principal shall notify teachers of their anticipated assignment for the school year prior to the opening of school. Teachers who wish to request reassignment for the subsequent school year may do so provided such request is submitted prior to the close of the school year. Principals shall give every reasonable consideration to teacher requests for assignment to a particular grade level and/or subject area for which a teacher is certified and qualified.

A teacher shall be notified by the principal of any change in assignment as soon as reasonably possible.

Revised: September, 2006
Revised: June, 2012
Revised: September 13, 2016

Board minutes, 2-6-07, 10-2-12, 9-13-16

Calcasieu Parish School Board

On a motion to approve by Mr. Dellafose and a second by Mr. Guidry, the motion carried.

B. Renewal of 16th Section Agricultural Lease Agreement with Marcus Joel Stelly

LEASE

STATE OF LOUISIANA:

PARISH OF CALCASIEU:

This contract of lease is made and entered into by and between CALCASIEU PARISH SCHOOL BOARD, Lake Charles, Louisiana, the governing body of the Calcasieu
Parish School System, a political subdivision of the State of Louisiana, herein called "Lessor" and represented by Ron Hayes, President of the Board, and Marcus Joel Stelly, herein called "Lessee", a resident of Calcasieu Parish, Louisiana.

The property which forms the subject of this lease is Section 16, Township 9 South, Range 7 West, Parish of Calcasieu, State of Louisiana, less and except the North ten (10) acres of the Northeast Quarter (NE 1/4) of said Section 16, located on Louisiana Highway 3059 in Ward Eight and less and except that portion of property located in the Northeast corner of the Northeast Quarter of Section 16, Township 9 South, Range 7 West, containing 17.4 acres, more or less.

Lessor, for the consideration and on the terms and conditions hereinafter set forth, hereby leases and lets to Lessee for a period of five (5) years, commencing January 10, 2017 and ending January 9, 2022, the property hereinabove described.

Lessee shall have an additional ninety (90) days to remove any crops and/or equipment so long as it does not interfere with the normal use of the property by the Lessor.

Lessee agrees to submit, within ninety (90) days of execution of this lease, an agricultural management and land use plan for the term of the lease.

This lease is for general agricultural purposes and contemplates the exercise of surface rights for agricultural uses and pursuits, although permission is hereby granted for Lessee to do all things necessary to prepare the soil for the cultivation of rice, and other agricultural and aquacultural crops. While the use of the lease is to be broadly interpreted so as to allow
and encourage the use of the property for an agricultural purpose, its use is to be limited to agricultural. Aquacultural activities, such as crawfish “farming,” shall be considered to be agricultural activities for purposes of this lease. Lessor hereby agrees to provide a productive waterwell for 200 acres of rice, and Lessee hereby agrees to furnish the power unit and fuel for said waterwell. The said waterwell shall be used for the use of the above described property solely and exclusively unless permission is granted by Lessor. Lessor reserves the right to construct, install, maintain and operate subsurface irrigation facilities upon the leased premises. Any credit, reimbursement, or receipt of funds or property of any nature arising by virtue of the installation of said system, whether or not received from the United States Department of Agriculture, shall accrue solely to the benefit of and be provided directly to the Calcasieu Parish School Board. Lessee shall have no rights or claims against any of the same.

Lessee shall have the right, upon prior consent of Lessor, to make improvements on the leased premises, such as fences, buildings, and other improvements reasonably necessary or incidental to the use of the property for agricultural purposes and at the termination of the lease, Lessee shall only have the right to remove these improvements within 90 days after the termination of the lease, for whatever cause, if they can be so removed without detriment to the premises. If the Lessee fails to remove the improvements within that period, they shall become the property of the Lessor, without any cost whatsoever. This right to remove improvements shall not extend to the land itself,
March 14, 2017

fences, pumps, watersheds or to above ground well equipment installed upon the premises.

The Lessee is hereby prohibited from subletting for any purpose the premises without the permission of the Lessor, or assigning his interest herein. The consideration for this lease shall be the sum of \( \frac{1}{6} \) of the gross rice, agricultural, other products, other crops and the sum of \( \frac{1}{10} \) of the gross aquacultural crop as sold annually. It is also agreed that the cost of drying the owner's share of the rice (based on dry barrels going out) of $1.80 per barrel shall be deducted from the owner's share.

Lessee hereby agrees that, if the Department of Agriculture makes no allotment, then a minimum of one-third (1/3) of the crop land which has access to water must be planted in rice. However, if there is an allotment, Lessee hereby agrees to plant at least same. The Lessee further agrees to plant as many acres in soybeans as is practical, this latter item is to be subject to negotiation by both parties.

In order to encourage conservation practices and works of improvement to the property herein listed, and the consequent improvement in the value of said property, Lessor agrees to share on an annual calendar year basis, half and half, in the cost of conservation practices and works of improvement, provided that Lessor's written permission is obtained prior to the commencement of the work and provided further that upon completion of the work it has been certified by the United States Soil Conservation Service and approved as to actual performance and value of Lessor. Lessor, however, hereby limits its participation in conservation practices and works of improvement in any given year to $1,500; this is to say
that any work in any given year which is consented to and approved by the Lessor in excess of $3,000 shall be at the sole cost of Lessee to the extent that the improvements exceed $3,000. Lessor's participation in the improvement costs, as stated above, up to $1,500 shall be expressed in the form of a credit against the next monies due Lessor by Lessee, except as to any improvements made during the last year of this lease in which event, if no monies are found to be due Lessor by Lessee after the improvements are made and approved, then Lessee shall receive no credit or refund.

The Lessee agrees to assume responsibility for the condition of the premises and further to assume all risks and responsibility in connection with the leased premises and shall indemnify, defend and hold harmless the School Board, its members, superintendent, officers, agents and employees from and against any and all claims, losses, demands or suits no matter by whom made (including but not limited to losses, claims, demands or suits for bodily injury, illness, disease, death or loss of services or utilities, damage to property, or environmental type claims/incidents/damages) including costs, attorney's fees, clean-up costs, and expenses incidental thereto, occasioned by the Lessee's (including its agents, contractors, employees or invitees) use of the property and/or condition of the leased premises or any improvements thereupon, whether or not said losses, injuries, deaths or property damages arise partially or wholly from the fault of the School Board.

Lessee shall furnish the School Board a certificate of insurance evidencing a minimum of $1,000,000 OL&T General Liability coverage naming the Calcasieu Parish
School Board as an additional insured. Said policy shall not exclude injury or damages arising out of the application, storage, use, leakage, discharge, or dispersal of any herbicide, pesticide, hazardous substance, or other substances regulated by the EPA or DEQ. Said policy shall also contain a minimum thirty (30) day cancellation notification clause and shall be forwarded to the Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615.

Lessee agrees to comply with all labeling directions, as well as all regulations issued by the Federal Environmental Protection Agency and/or State Department of Environmental Quality with respect to application, storage, use, leakage, discharge or dispersal of any herbicide, pesticide or other hazardous materials/chemicals, and to hold harmless the Calcasieu Parish School Board with respect to liabilities related thereto.

Lessor covenants peaceful possession.

Lessor shall not be liable nor responsible for any expenses or costs whatsoever in connection with the use of the above described property, including but not limited to costs and expenses of preparing the land, plowing, leveling, surveying, fertilizing or harvesting, except as hereinabove provided. Lessee shall plant, cultivate, harvest and sell the crop or crops at his own cost and expense, and shall then mail or deliver to Lessor at its offices at 3310 Broad Street, Lake Charles, Louisiana, not later than 30 days from sale of his crop or May 1 following the crop year, whichever occurs earlier, a check for the full amount of Lessor's share of the proceeds of the crop.
Lessee further agrees to abide and be bound by standard conservation practices with reference to the leased premises, with an aim of a consequent improvement in the value of said property. Lessee further agrees to implement conservation and land use practices as recommended by the United States Soil Conservation Service and approved by Lessor.

All minerals are hereby reserved to the Lessor. Lessor is hereby allowed to explore and drill for mineral production on the above described land and shall be responsible to Lessee only for actual damages which he incurs.

Should Lessor require the use of any portion of the premises for school related purposes during the time of the lease, Lessee agrees that he will, after 180 day notice and current crop harvest, surrender to Lessor that portion of the property so designated.

On a motion to approve by Mr. Dellafosee and a second by Mr. Guidry, the motion carried.

C. Permanent Right of Way agreement with City of Lake Charles/Utility And Sidewalk Easement, Barbe High School

On a motion to approve by Mr. Duhon and a second by Mr. Tarver, the motion carried.
STATE OF LOUISIANA
PARISH OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS THAT CALCASIEU PARISH SCHOOL BOARD, a political entity organized under the law of the State of Louisiana, and whose permanent mailing address is 3310 Broad Street, Lake Charles, Louisiana, 70601, represented herein by John Duhan, its duly authorized President; hereinafter referred to as "GRANTOR" for public and mutual benefit, does hereby grant, bargain, sell, transfer, assign, convey and warrant unto THE CITY OF LAKE CHARLES, LOUISIANA, a Political Subdivision of the State of Louisiana (City) herein after referred to as "GRANTEE" its successors and assigns, an exclusive pedestrian, bike trail, sidewalk and road right of way, temporary construction right of way, utility right of way, maintenance right of way, and line-of-sight right of way as set forth herein upon, over, under and across the herein described tract to enter upon and thereon to construct, operate and maintain a sidewalk, and for any other uses incidental to same, together with all rights of ingress and egress to and from said works for the purposes authorized herein. Any and all temporary construction right of ways terminate immediately upon completion of the project.

Said right of way areas are more particularly described as Parcel No. 1-1-U-1 on the accompanying plat of survey dated January 24, 2017, prepared by D.W. Jessen & Associates, LLC, attached hereto and made a part hereof as Exhibit "CPSB-1".

Grantor agrees and covenants that Grantor will not place, build or construct any building, of any kind over, under or upon the above described servitude area. This servitude is an exclusive servitude in favor of Grantee and its assigns.

Grantee shall pay to Grantor all damages, which may be caused to Grantors property not authorized by this grant.

As part of the consideration for this grant, and without which Grantor would not have made this grant, Grantee agrees that it will not levy nor collect any local or special paving assessment on property currently owned by Grantor to defray the cost, or any portion thereof, of the works for this sidewalk construction project only to be constructed at Grantee's cost. However, this shall not apply to sewer or water local special or assessments and Grantor acknowledges that local or special sewer and water assessments or liens may be levied or collected against Grantor's property according to applicable State and/or local law.

Grantee agrees to indemnify, defend and hold Grantor harmless from and against: (a) liability, costs and expenses, including attorney's fees, for injury to (including death of) persons or damage to property of Grantors or third persons arising out of the negligence or intentional misconduct of Grantee in the exercise of the rights granted hereunder; and (b) liability, costs and expenses, including attorney's fees, for injury to (including death of) persons or damage to property of Grantors or third persons arising solely out of any liability of Grantor, as owner of the subject immovable property, for Grantee's exercise of the rights granted it hereunder.

Grantor warrants that it has the right and authority to grant this right of way and agrees to Indemnify and defend and hold harmless the City of Lake Charles for any liability based on Grantor's breach of this warranty.

This agreement is in the nature of a covenant running with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.
March 14, 2017

D. Approval of School Redesign Planning Grant Proposal

**Grant Title:** School Redesign Planning  
**Funding Authority:** Louisiana Department of Education  
**Person Applying for Grant:** Margaret Goode, Grants Supervisor  
**Grant Amount:** $50,000  
**Grant Period:** April 24 - August 2017  

**PURPOSE:**  
The Every Student Succeeds Act (ESSA) requires that every local school system design a plan for improving student performance in their struggling schools. Research indicates that nearly every effective model of school transformation includes some external support. The School Redesign Summit was an opportunity for school systems and school redesign organizations to begin brainstorming strategies to improve the achievement of persistently struggling schools across Louisiana. School systems will be developing multi-year plans to address these challenges that may include some of these partner organizations. The goal of the School Redesign Planning Grant is to allow school systems to learn more about what a potential partner could offer to their schools and students as well as to prepare schools for Redesign projects.

The following schools have been identified by the LDOE as schools eligible for the Redesign Planning funding:
March 14, 2017

<table>
<thead>
<tr>
<th>Site Code</th>
<th>School Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>10006</td>
<td>Brentwood Elementary</td>
</tr>
<tr>
<td>10011</td>
<td>Combre Fondel Elementary</td>
</tr>
<tr>
<td>10009</td>
<td>J. D. Clifton Elementary</td>
</tr>
<tr>
<td>10027</td>
<td>J. J. Johnson Elementary</td>
</tr>
<tr>
<td>10033</td>
<td>LaGrange High</td>
</tr>
<tr>
<td>10044</td>
<td>Oak Park Middle School</td>
</tr>
<tr>
<td>10061</td>
<td>Pearl Watson Elementary</td>
</tr>
<tr>
<td>10038</td>
<td>Ray D Molo Middle</td>
</tr>
<tr>
<td>10058</td>
<td>Washington Marion High</td>
</tr>
</tbody>
</table>

In preparing for Redesign, Calcasieu Parish School Board (CPSB) Curriculum and Instruction (C & I) specialists propose the utilization of Redesign Planning funding for Solution Tree to assist our focus schools in developing the school leadership teams and higher quality Professional Learning Communities (PLCs). Although all of these schools have PLCs, they don’t all implement PLCs within a consistent framework to dig deeply into the actual student work to plan and implement effective teaching strategies which address the four essential questions that result in the collaborative discussion and solutions that move students forward in student achievement. In addition, many of these schools have new leadership teams that have not received the PLC training.

The professional development will provide an overview PLCs, their benefits, and the implementation in the district. Participants will understand the three big ideas of PLC’s:
1. Focus on student learning
2. Focus on collaboration
3. Focus on results
They will develop a common understanding of the four main questions of a PLC:
1. What do we want our students to know? (learning objectives)
2. How will they know if they have learned? (assessment)
3. How will we respond if they have not learned? (intervention)
4. How do we respond if they already know? (differentiation)
Participants will leave the training with a working understanding of the PLC at Work model and will be able to begin working together in a collaborative fashion.

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried.

E. Approval of CPSB Head Start Program Grant

Grant Title: Calcasieu Parish School Board (CPSB) Head Start Program

Grant Source: Federal

Grant Amount: $3,764,065.00

Schools: DeQuincy Primary, J. D. Clifton Elementary, Jake Drost, Brenda H. Hunter, and J. I. Watson

Person Applying: Michelle L. Joubert – Early Childhood Director

Purpose: The Head Start Program provides an integrated approach of early childhood care and education that includes comprehensive services to four hundred fifty (450) children ages 3 and 4. It is designed to focus on providing early literacy and mathematical skills necessary for children to become Kindergarten ready. The program promotes school readiness by enhancing social and cognitive development of children by providing health, nutritional, social and other services. CPSB School Readiness Goals are aligned with the Head Start Childhood Development and Early Learning Framework and the Louisiana Birth to 5 Early Learning and Development Standards. Research-based assessment methods are being used to support teacher-child interactions and children’s progress towards the school readiness goals. Head Start program also includes engaging parents, families and communities in their child’s learning.
March 14, 2017

On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the motion carried.

F. Approval of Resolution Providing Covenants of the CPSB with the Electorate of Sales Tax District 3 Pertaining to Special Election On April 29, 2017

2017 COVENANT RESOLUTION

A RESOLUTION PROVIDING COVENANTS OF THE SCHOOL BOARD OF CALCASIEU PARISH, LOUISIANA WITH THE ELECTORATE OF SALES TAX DISTRICT NO. THREE OF CALCASIEU PARISH, LOUISIANA PERTAINING TO A SPECIAL ELECTION TO BE HELD IN SALES TAX DISTRICT NO. THREE CALCASIEU PARISH, LOUISIANA, ON APRIL 29, 2017.

WHEREAS, there exists within Sales Tax District No., Three of Calcasieu Parish, Louisiana (“District”) substantial need for acquisition, additions, construction, extension, expansion, improvements, renovation and equipping of and to the public school facilities in order to accommodate additional needs for public school facilities as a result of shifting demographic statistics within Calcasieu Parish, Louisiana (the “Parish”), generally;

WHEREAS, the District must make long needed additions to its public school facilities in order to provide for additional students within the District as well as those expected to move into the District as a result of significant industrial expansion within the Parish and surrounding environs;

WHEREAS, Louisiana State law requires the School Board of Calcasieu Parish, as the governing authority of the District, to provide for the educational needs of students within the District;

WHEREAS, in order to comply with its statutory obligations, the District has called an election for April 29, 2017, to consider a Sales Tax Proposition for addressing the educational needs of students within the District and for additions and improvements
March 14, 2017

to the public school facilities within the District;

WHEREAS, financing additions and improvements to the District’s public school facilities is financially most effectively and efficiently accomplished by means of revenue bonds secured by the District’s sales and use tax avails and revenues;

WHEREAS, the purpose of this 2017 Covenant Resolution is to irrevocably establish for the benefit of the District’s electorate the specific projects, purposes and obligations for which the District’s sales and use tax avails and revenues are to be expended,

NOW, THEREFORE, BE IT RESOLVED by the School Board of Calcasieu Parish, Louisiana, governing authority of Sales Tax District No. Three of Calcasieu Parish, Louisiana (the “District”):

SECTION 1. In the event the Sales Tax Proposition to be considered by electorate of the District at the special election called for April 29, 2017, should be approved and carry, the District covenants and obligates itself to expend the sales and use tax revenues, as well as proceeds of the sales and use tax secured revenue bonds authorized to be issued therein, for purposes of acquisition, construction, establishment and equipping of public school facilities for and within the District, and to acknowledge, cooperate and participate with the Citizens Advisory Committee on the public school infrastructure projects, facilities, improvements and operations within the District, more fully described within APPENDIX-A attached hereto.

SECTION 2. In the event the Sales Tax Proposition to be considered by electorate of the District at the special election called for April 29, 2017, should be approved and carry, the District covenants and obligates itself notwithstanding the provisions of the Sales Tax Proposition to the contrary, to give deference and respect to the positions advocated by the Citizens Advisory Committee in selection of public school
facilities to be sited and constructed within the District financed by the avails of sales and use taxes and proceeds of sales and use tax secured revenue bonds to be issued pursuant to the authority of the electorate of the District upon passage of the Sales Tax Proposition.

SECTION 3. The terms of this resolution shall constitute and represent a contract between the District and the electorate thereof, and may be relied upon by the District’s electorate in determining how they will cast their votes for or against the Sales Tax Proposition at the April 29, 2017, election. In the event the Sales Tax Proposition carries and is approved at the April 29, 2017, election any interested citizen of the District shall be entitled to bring an action at law to enforce the provisions of this 2017 Covenant Resolution.

SECTION 4. In the event the Sales Tax Proposition fails to carry and be approved by the District’s electorate on April 29, 2017, or the taxes, revenues or activities provided for within the Sales Tax Proposition should be declared to be invalid, then and in that event this 2017 Covenant Resolution shall thereupon be null and void.

SECTION 5. Nothing contained in this 2017 Covenant Resolution is intended to prohibit the School Board of Calcasieu Parish from hereafter exercising its police powers to supplement and amend the provisions hereof, provided that no material modification shall be made which deprives the District’s electorate of any substantial rights guaranteed hereunder, except pursuant to the authority of a supplemental authorizing election. The School Board of Calcasieu Parish shall be fully empowered to adopt such additional supplements and amendments hereto as will give further assurances and provide the District’s electorate with further guarantees or clarify any ambiguity in the covenants herein contained.
SECTION 6. The Superintendent and Ex Officio Secretary of the School Board of Calcasieu Parish is hereby authorized and directed to reproduce in multiple copies this 2017 Covenant Resolution and make it available to all interested District citizens who may request a copy in order to determine how such voter shall cast a vote at the April 29, 2017, election. Additionally, this 2017 Covenant Resolution shall be published three (3) times in full prior to April 29, 2017.

SECTION 7. All resolutions, ordinances, or orders in conflict herewith, be, to the extent of such conflict, and they are hereby repealed.

Adopted and approved on this 14th day of March, 2017.

ATTEST: /s/ Ron Hayes

______________________________ RON HAYES, President

/s/ Karl Bruchhaus

______________________________ KARL BRUCHHAUS,
Secretary

APPENDIX-A

Citizens Advisory Committee
(“CAC”)

2 volunteers representing each school in Sales Tax District No. Three (10 total for 5 schools):

- Residents and registered voters of Sales Tax District No. Three
- Potential volunteers submit names and are chosen by vote of school PTO or school faculty (teachers) ballot if no PTO of school represented.
- Only 1 faculty/staff member eligible per school (School Administration
March 14, 2017

not eligible.)

2 volunteers representing Sales Tax District No. Three at large
- Residents and registered voters of Sales Tax District No. Three
- Potential volunteers submit names and are chosen by vote of seated members of CAC. Must not be Calcasieu Parish School Board ("CPSB") employees.

Chairperson, Vice Chairperson, and Secretary elected by majority of committee. CAC will determine frequency and methodology of meetings. Sales Tax District No. Three school administrators and school board members will be provided notice of CAC meeting times and dates prior to meetings. CAC meeting minutes will be provided to CPSB within 20 days of meeting for archival.

Exiting CAC members replaced using original process.

**Extra funds generated annually in excess of debt service costs:**
(above approximately $2,250,000 per year for debt service)

1\(^{st}\) Priority - Complete projects listed on published flier announcing 2017 election if additional funds are required beyond proceeds from bonds and cash remaining from 2001 tax.

Remainder: 75\% segregated into capital project account for projects costing greater than $1,000,000.

Prioritized project list recommended to CPSB by Citizens Advisory Committee for consideration - updated annually.

Considerations by CAC may include but not be limited to:

- Land purchases for future schools:
- New Gillis Elementary Facility

Approved projects must be bid through CPSB official bid process when CPSB confirms that funds are available. Bids awarded at CPSB meeting.

25\% available in Sales Tax District No. Three Operating Account spent
March 14, 2017

through normal CPSB purchasing process with work order or purchaser order.

Excess funds generated could be used toward debt payment if legally permissible after collaboration with CAC and approval by CPSB.

Expenditures reported quarterly to Citizens Advisory Committee Chairperson for distribution.

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the School Board of Calcasieu Parish, Louisiana, acting as the governing authority of Sales Tax District No. Three of Calcasieu Parish, Louisiana (the “District”), adopted the 2017 Covenant Resolution on March 14, 2017, providing for contractual covenants with the voters of the District, relative to a Sales Tax Proposition to be presented at a special election on April 29, 2017, with respect to sales and use tax revenues and avails, as well as proceeds of sales and use tax secured revenue bonds authorized to be issued therein.

The 2017 Covenant Resolution provides it shall be a contract between the District and the voters of the District on which the voters may rely in determining how they will cast their votes at the April 29, 2017, special election.

A complete copy of the 2017 Covenant Resolution as adopted by the School Board of Calcasieu Parish, Louisiana, governing authority of the District on March 14, 2017, may be obtained by request from the office of Karl Bruchhaus, Superintendent and Ex Officio Secretary of the School Board of Calcasieu Parish, Louisiana.

A complete copy of the 2017 Covenant Resolution adopted by the School Board of Calcasieu Parish, Louisiana, governing authority of the District on March 14, 2017, is as follows:

2017 COVENANT RESOLUTION

A RESOLUTION PROVIDING COVENANTS OF THE
March 14, 2017

SCHOOL BOARD OF CALCASIEU PARISH, LOUISIANA
WITH THE ELECTORATE OF SALES TAX DISTRICT NO.
THREE OF CALCASIEU PARISH, LOUISIANA
Pertaining
To a Special Election to Be Held in Sales Tax
District No. Three Calcasieu Parish,

Whereas, there exists within Sales Tax District No., Three of Calcasieu Parish, Louisiana (“District”) substantial need for acquisition, additions, construction, extension, expansion, improvements, renovation and equipping of and to the public school facilities in order to accommodate additional needs for public school facilities as a result of shifting demographic statistics within Calcasieu Parish, Louisiana (the “Parish”), generally;

Whereas, the District must make long needed additions to its public school facilities in order to provide for additional students within the District as well as those expected to move into the District as a result of significant industrial expansion within the Parish and surrounding environs;

Whereas, Louisiana State law requires the School Board of Calcasieu Parish, as the governing authority of the District, to provide for the educational needs of students within the District;

Whereas, in order to comply with its statutory obligations, the District has called an election for April 29, 2017, to consider a Sales Tax Proposition for addressing the educational needs of students within the District and for additions and improvements to the public school facilities within the District;

Whereas, financing additions and improvements to the District’s public school facilities is financially most effectively and efficiently accomplished by means of revenue bonds secured by the District’s sales and use tax avails and revenues;

Whereas, the purpose of this 2017 Covenant Resolution is to irrevocably establish for the benefit of the District’s electorate the specific projects, purposes and obligations for which the District’s sales and use tax avails and revenues are to be expended,
March 14, 2017

NOW, THEREFORE, BE IT RESOLVED by the School Board of Calcasieu Parish, Louisiana, governing authority of Sales Tax District No. Three of Calcasieu Parish, Louisiana
(the “District”):

SECTION 1. In the event the Sales Tax Proposition to be considered by electorate of the District at the special election called for April 29, 2017, should be approved and carry, the District covenants and obligates itself to expend the sales and use tax revenues, as well as proceeds of the sales and use tax secured revenue bonds authorized to be issued therein, for purposes of acquisition, construction, establishment and equipping of public school facilities for and within the District, and to acknowledge, cooperate and participate with the Citizens Advisory Committee on the public school infrastructure projects, facilities, improvements and operations within the District, more fully described within APPENDIX-A attached hereto.

SECTION 2. In the event the Sales Tax Proposition to be considered by electorate of the District at the special election called for April 29, 2017, should be approved and carry, the District covenants and obligates itself notwithstanding the provisions of the Sales Tax Proposition to the contrary, to give deference and respect to the positions advocated by the Citizens Advisory Committee in selection of public school facilities to be sited and constructed within the District financed by the avails of sales and use taxes and proceeds of sales and use tax secured revenue bonds to be issued pursuant to the authority of the electorate of the District upon passage of the Sales Tax Proposition.
March 14, 2017

SECTION 3. The terms of this resolution shall constitute and represent a contract between the District and the electorate thereof, and may be relied upon by the District’s electorate in determining how they will cast their votes for or against the Sales Tax Proposition at the April 29, 2017, election. In the event the Sales Tax Proposition carries and is approved at the April 29, 2017, election any interested citizen of the District shall be entitled to bring an action at law to enforce the provisions of this 2017 Covenant Resolution.

SECTION 4. In the event the Sales Tax Proposition fails to carry and be approved by the District’s electorate on April 29, 2017, or the taxes, revenues or activities provided for within the Sales Tax Proposition should be declared to be invalid, then and in that event this 2017 Covenant Resolution shall thereupon be null and void.

SECTION 5. Nothing contained in this 2017 Covenant Resolution is intended to prohibit the School Board of Calcasieu Parish from hereafter exercising its police powers to supplement and amend the provisions hereof, provided that no material modification shall be made which deprives the District’s electorate of any substantial rights guaranteed hereunder, except pursuant to the authority of a supplemental authorizing election. The School Board of Calcasieu Parish shall be fully empowered to adopt such additional supplements and amendments hereto as will give further assurances and provide the District’s electorate with further guarantees or clarify any ambiguity in the covenants herein contained.
March 14, 2017

SECTION 6. The Superintendent and Ex Officio Secretary of the School Board of Calcasieu Parish is hereby authorized and directed to reproduce in multiple copies this 2017 Covenant Resolution and make it available to all interested District citizens who may request a copy in order to determine how such voter shall cast a vote at the April 29, 2017, election. Additionally, this 2017 Covenant Resolution shall be published three (3) times in full prior to April 29, 2017.

SECTION 7. All resolutions, ordinances, or orders in conflict herewith, be, to the extent of such conflict, and they are hereby repealed.

Adopted and approved on this 14th day of March, 2017.

ATTEST: 
/s/ Ron Hayes
_____________________________ RON HAYES, President

/s/ Karl Bruchhaus

_______________________________
KARL BRUCHHAUS, Secretary

APPENDIX-A

Citizens Advisory Committee
(“CAC”)

2 volunteers representing each school in Sales Tax District No. Three (10 total for 5 schools):

- Residents and registered voters of Sales Tax District No. Three
- Potential volunteers submit names and are chosen by vote of school PTO or
March 14, 2017

school faculty (teachers) ballot if no PTO of school represented.
• Only 1 faculty/staff member eligible per school (School Administration not eligible.)

  2 volunteers representing Sales Tax District No. Three at large
  • Residents and registered voters of Sales Tax District No. Three
  • Potential volunteers submit names and are chosen by vote of seated members of CAC. Must not be Calcasieu Parish School Board (“CPSB”) employees.

Chairperson, Vice Chairperson, and Secretary elected by majority of committee. CAC will determine frequency and methodology of meetings.
Sales Tax District No. Three school administrators and school board members will be provided notice of CAC meeting times and dates prior to meetings.
CAC meeting minutes will be provided to CPSB within 20 days of meeting for archival.

Exiting CAC members replaced using original process.

**Extra funds generated annually in excess of debt service costs:**
(above approximately $2,250,000 per year for debt service)

1st Priority - Complete projects listed on published flier announcing 2017 election if additional funds are required beyond proceeds from bonds and cash remaining from 2001 tax.

Remainder: 75% segregated into capital project account for projects costing greater than $1,000,000.

Prioritized project list recommended to CPSB by Citizens Advisory Committee for consideration - updated annually.

Considerations by CAC may include but not be limited to:

• Land purchases for future schools:
• New Gillis Elementary Facility

Approved projects must be bid through CPSB official bid process when CPSB confirms that funds are available. Bids awarded at CPSB meeting.
March 14, 2017

25% available in Sales Tax District No. Three Operating Account spent through normal CPSB purchasing process with work order or purchaser order.

Excess funds generated could be used toward debt payment if legally permissible after collaboration with CAC and approval by CPSB.

**Expenditures reported quarterly to Citizens Advisory Committee Chairperson for distribution.**

On a motion to approve by Mr. Duhon and a second by Mr. Natali, the motion carried.

**G. Cooperative Endeavor Agreement with CPPJ regarding Prien Lake Road Project**

On a motion by Mr. Dellafosse and seconded by Mr. Duhon, the motion carried to move this item for discussion after Item 11.A, Correspondence.

**H. Approval of Resolution to retain outside special counsel Stutes & Lavergne regarding tax appeal by Hilcorp Energy Co.**

**RESOLUTION**

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;

WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by Hilcorp Energy Co.;

WHEREAS, Hilcorp Energy Co. has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and
WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, subject to the Attorney General Fee Schedule.

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

**BID REPORTS**

Mr. Hayes read the following items:

A. Addition to Erate report approved at February 14, 2017 meeting

On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the motion carried.

Technology Department is requesting for approval for E-Rate Yr. 20 (17-18) on the following bids:

<table>
<thead>
<tr>
<th>320-Surge Protector, NS, AP</th>
<th>Surge Protector, NS, AP</th>
<th>Proposals were received from Dell, SHI, National Networks, Comm-tech, and LA Radio</th>
<th>Bid awarded to Dell for lowest price meeting specifications</th>
</tr>
</thead>
</table>
March 14, 2017

Proposals were received from LA Radio, Comm-tech, and National Networks
Bid awarded to National Networks for lowest price meeting specifications

B. Additional Erate Bids for Erate Year 2017-2018, WAN and Internet Access

On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the motion carried.

Technology Department is requesting for approval for E-Rate Yr. 20 (17-18) on the following bids:

<table>
<thead>
<tr>
<th>319-OO</th>
<th>WAN</th>
<th>Proposals were received from Suddenlink; Hunt; Conterra</th>
<th>Bid awarded to Suddenlink for lowest price meeting specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>319-IA</td>
<td>Internet Access</td>
<td>Proposals were received only from Suddenlink; At&amp;t; Hunt; Conterra</td>
<td>Bid awarded to Suddenlink for lowest price meeting specifications</td>
</tr>
</tbody>
</table>

CORRESPONDENCE

Mr. Hayes read the following item:

A. Change Order Number One (1) for the Project, “Access Road for Student Drop off at Prien Lake Elementary,” Conner Engineering, LLC, Designer; Pat Williams Construction, LLC, Contractor; Increase of $231,676.00.
March 14, 2017

After much discussion, the motion by Mrs. Ballard and second by Mr. Tarver passed on a 10 to 5 vote.

Cooperative Endeavor Agreement with CPPJ regarding Prien Lake Road Project

Cooperative Endeavor Agreement

Between

Calcasieu Parish Police Jury
And

Calcasieu Parish School Board

The following agreement is hereby entered into by and between the CALCASIEU PARISH POLICE JURY, represented herein by Bryan Beam, Parish Administrator, and the CALCASIEU PARISH SCHOOL BOARD, represented herein by Karl Bruchhaus, Superintendent.

WHEREAS, the CALCASIEU PARISH POLICE JURY wishes to enter into a cooperative agreement with the CALCASIEU PARISH SCHOOL BOARD to provide $50,000 towards funding of a traffic diversion road project on the campus of Prien Lake Elementary School to remove and ease traffic congestion on Nelson Road; and

WHEREAS, the CALCASIEU PARISH SCHOOL BOARD will assume all other costs of the road project with CALCASIEU PARISH SCHOOL BOARD funds and other funds; and

WHEREAS, all future costs for maintenance and insurance of the road project will be paid by the CALCASIEU PARISH SCHOOL BOARD; and

WHEREAS, the CALCASIEU PARISH SHOOL BOARD assumes all responsibility for bidding and construction of the road project;

THEREFORE, BE IT AGREED between the CALCASIEU PARISH POLICE JURY and the CALCASIEUPARISHSCHOOL BOARD, that the two bodies enter into a cooperative
endeavor agreement toward funding of the traffic diversion road on the campus of Prien Lake Elementary School as provided herein,

THUS DONE AND SIGNED on this ______ day of March, 2017, in the Parish of Calcasieu, State of Louisiana, in the presence of the undersigned, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY
BY: Bryan Beam, Administrator

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD
BY: Karl Bruchhaus, Superintendent

Police Juror Dennis Scott, District 6, spoke to the Board and offered a verbal agreement that the CPPJ would commit to $50,000 towards this project. There was much discussion, but on a motion by Mrs. Ballard and a second by Mr. Tarver the motion carried to accept the offer and approve the draft.

Blue Card to address the Board:
Vicky Johnston, representing Calcasieu Association of Educators

CONDOLENCE/RECOGNITION

Mr. Castille asked for a letter of condolence to Andrea McFarlain at the loss of her father.

Mr. Hardy asked for a letter of condolence to the following:

Mrs. Mary LeCompte at the death of her husband, Mr. Linton LeCompte
Mrs. Delores Hicks at the loss of her nephew, Mr. Harry Doucet

He asked that the Washington-Marion basketball team be recognized for their state title win and he recognized Mrs. Ballard for her work with the Books for Literacy program.
March 14, 2017

Mr. Roberts mentioned two Sam Houston High School students recently winning awards in the Bass Masters bass tournament.

Mr. Duhon stated that two other students also recently won fishing awards.

Mr. Williams offered tickets to all board members for the LaGrange High School Madagascar musical.

Mrs. Ballard encouraged everyone to attend the performance and mentioned the Leaders Against Litter program and E.K. Elementary brought a bus of helpers for this project.

Mr. Dellafosse asked for a letter of condolence to Dr. Kathy Lewis at the loss of her husband, Mr. Stevens Thomas. He asked for a letter of congratulations to the Barbe High School Girls’ Basketball team for their recent state runner-up win.

Mr. Hayes and Mr. Hardy asked for a condolence letter to Mr. John Bridges at the loss of his mother.

Mr. Hayes and Mr. Dellafosse offered condolence at the loss of Mr. Greg Cotlong.

SCHEDULE COMMITTEES

C&I Committee………………………………………. March 28, 2017, 5:00 p.m.
Budget Committee (to follow)

ADJOURN MEETING

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Hardy, the meeting was adjourned at 6:48 p.m.

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Ron Hayes, President                                 Karl Bruchhaus, Secretary