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 8, 2016, at 5:00 p.m.

The meeting was called to order by John Duhon, President. The prayer was led by Chuck Hansen and the Pledge of Allegiance was led by Jessica Elliott, a student at Westlake High School.

ROLL CALL

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

APPROVAL OF MINUTES

Mr. Dellafosse, with a second by Mr. Guidry, offered a motion to approve the Minutes of February 2, 2016. The motion carried.

PRESENTATIONS

A. Presentation to the Dick Gregory family to honor Mr. Gregory’s contributions to Calcasieu Parish public schools
B. Presentation of reimbursement check for $100,000 from Principal Robert Barrentine, Sulphur High School
C. Presentation of the student winners of the From the Classroom to a 5K T-shirt logo contest: Linley Wilcox/Moss Bluff Elementary/First Place; Joy Dong/T.S. Cooley Elementary/Second Place; Joelle Grayson/T.S. Cooley Elementary/Third Place
D. Presentation of students passing the DELF exam/administered by Alliance Francaise de la Nouvelle Orleans: Daniel Benoit/S.J. Welsh Middle; Jacob Brungardt/S.J. Welsh Middle; Max Collette/S.J. Welsh Middle; Ryan Guyton/S.J. Welsh Middle; Kaelynn Harwick/S.J. Welsh Middle; Brooklyn Martin/S.J. Welsh Middle; Abigail Smith/S.J. Welsh Middle; Holly Comeaux/Sam Houston High; Michael LeJeune/Sam Houston High; Cecilia Shanks/Moss Bluff Middle
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SUPERINTENDENT’S REPORT

Mr. Bruchhaus gave the following report:

All board members have received their February, 2016, Head Start report:

Funded enrollment – 450 – Actual Enrollment – 453

Families will participate in Kids Zone at the Black Heritage Festival and a Sulphur Early Childhood Awareness Activity in order to provide additional information concerning Unified Coordinated Enrollment

Self-Assessment data is being compiled in order to start next year planning.

Department will update grant application to be submitted to Regional Office by April 1, 2016.

All board members have received a copy of the February school population report.

Continuing to keep the Board informed on financial matters, I would like to report our current sales tax numbers for our general fund show February, 2016, collections at $954,337 over budget for the month. For the 2015-2016 year, collections are $14,955,479 over budget. Collections for the full year are $11,156,267 over the same eight months last year.

This report does not include the new ½ cent sales tax, which is $2,564,175 over budget in its first eight months.

March is National Social Work Month. Social workers are the largest group of mental health practitioners in the U. S.

Calcasieu Parish School Board employs 20 social workers.
• 19 in the Department of Pupil Appraisal
• 1 in the Department of Alternative Programs

• All 20 have graduate degrees.

• Schools attended include LSU, Tulane, SUNO, Grambling State, University of Southern Mississippi, and Wichita State University in Kansas.
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• The average number of years of professional social work experience is over 20.

The average number of years of school social work experience is over 15.

A fiscal monitoring and technical assistance desk review of the Calcasieu Parish School district was completed on February 24, 2016, by the Louisiana Department of Education. A letter received from Elizabeth Scioneaux, the Deputy Superintendent of Finance, stated that the purpose of this review was to determine if the funds were expended in accordance with federal and state laws, regulations, and guidelines governing the use of funds for No Child Left Behind, Special Education, Career and Technical Education/Carl Perkins Program, TANF/Early Childhood Program, and Child Care Development funds for 2014-2015 grants, (Program Regulations, Annual Appropriations Act, and specific conditions for project approval).

The review was performed in accordance with procedures considered necessary and based on the review of the records, the Calcasieu Parish School district complied with the aforementioned criteria.

The Division of Educational Finance has completed the examination of the above federal programs and the review is considered final.

The advertised period for the acceptance of new charter school applications in Calcasieu Parish ended on March 4, 2016. No applications were received.

Due to the information from the National Weather Service, all schools and facilities will be closed tomorrow, March 9, as we expect rain and sustained high winds.

I want to congratulate two of our students, Austin Dellafosse from S.J. Welsh Middle School and Cade Herman from Sulphur High School, as they are listed as state finalists for Student of the Year.

Superintendent’s Evaluation and Contract

A. Executive Session/Superintendent’s Evaluation

On a motion by Mr. Breaux and seconded by Mr. Hayes, the Board adjourned into Executive Session at 5:30 p.m. to discuss the evaluation. On the same motions, the Board resumed Regular Session at 6:40 p.m.
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Mr. Duhon announced that Mr. Bruchhaus had averaged a 3.3 score, based on a scale of 1-4.

B. Take Appropriate Action on Superintendent’s Contract

On a motion by Mrs. Ballard and seconded by Mr. Breaux to approve renewal of the Superintendent’s existing contract for four years, with a salary of $170,000, inclusive of significant things that the law may require such as negotiated performance targets and relevant dates for evaluations.

Mr. Belfour stated that the Board can express its intent to renew his contract for four years at $170,000 per year, subject to reaching an agreement with Mr. Bruchhaus, with Mr. Bruchhaus accommodating the Board on the essential elements that would be required. Mr. Belfour continued, stating that targets would be required, assuming we remain a “C” system and changing the dates of further evaluations, as the Board is offering Mr. Bruchhaus a renewal of his contract, “subject to negotiation on the remaining terms that have to be in the contract”. He said that from previous experience, the Board has renewed a contract without an actual contract and it has worked quite well and the contract will be an actual contract effective January 1, 2017, when an agreement is reached on targets and objectives.

There was much discussion regarding the renewal and wording of the actual contract that would be presented at a later date. Mr. Hayes made the motion, seconded by Mr. Hansen, to cease debate. The motion carried on a roll call vote, 15-0.

Yes: John Duhon, Billy Breaux, Chuck Hansen, Dean Roberts, Aaron Natali, Fredman Hardy, Annette Ballard, Ron Hayes, Mack Dellafosse, Eric Tarver, Max Caldarera, Alvin Smith, Wayne Williams, Chad Guidry, Glenda Gay
No: None

On a roll call vote to approve the motion to offer Mr. Bruchhaus a four year contract renewal and salary of $170,000, the motion passed 14-1.

Yes: John Duhon, Billy Breaux, Chuck Hansen, Dean Roberts, Aaron Natali, Fredman Hardy, Annette Ballard, Ron Hayes, Mack Dellafosse, Eric Tarver, Max Caldarera, Alvin Smith, Wayne Williams, Chad Guidry
No: Glenda Gay

COMMITTEE REPORTS
March 8, 2016
C&I Committee/February 23, 2016/Annette Ballard, Chair

Mrs. Ballard presented the following committee report:

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, February 23rd, 2016 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Annette Ballard; Chair, Chuck Hansen, Vice Chair, Fred Hardy, Ron Hayes, Dean Roberts, Eric Tarver, and Alvin Smith.

Other Board Members Present: Max Caldarera, Mack DellaFosse, John Duhon, Glenda Gay, Aaron Natali, and Wayne Williams.

The C&I Committee Meeting was called to order by Annette Ballard, Chairman. A quorum was present. The prayer was led by Alvin Smith and Dean Roberts led the pledge of allegiance.

Mr. Campbell introduced Beth Fraser, Principal of LCBA to give an operational and academic overview of the LCBA Campus as requested by the Board. Mrs. Fraser outlined the five different programs offered at the campus as well as the Special education departments housed there. Advanced Studies/Gifted/Talented offer talented art courses to Elementary, Middle and High School students and additional courses that cannot be offered at their home school. Eight middle schools with students from 13 different countries and nine high schools with students from 12 different countries receive ESL instruction on reading, vocabulary, composition, and curriculum. Teachers with the Career & Tech classrooms/lab facilities have a cooperative agreement with Sowela teachers for dual enrollment courses and plans to expand the Jump Start pathways. The Virtual program allows on site new credit, credit recovery, and seat time recovery for students as well as programming for CPAS, Boys Village, Harbour House, JDC, Methodist Home and the Mall site. CLEP testing is offered and paid for by CPSB with an allotment to students to earn college credit for knowledge gained in high school which in turn has a positive impact on school performance scores. This presentation was for informational purposes only and questions were fielded by Mrs. Fraser and staff.

Mr. Campbell then presented the Board with the proposed 2016-2017 CPSB District Calendar.
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A motion was made by Mr. Dellafosse and seconded by Mr. Duhon to accept the proposed calendar. After questions were fielded by staff the motion was voted on and carried.

**On behalf of the committee, Mrs. Ballard made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.**

Mr. Campbell then presented the proposed addendum to the 2016-2017 Pupil Progression Plan. The first change would be to remove class ranking from student’s transcripts for two primary reasons. Colleges are no longer using class ranking as a primary indicator for college admission and awarding of scholarships and the use of the 5.0 scale for AP and dual enrollment courses causes an inaccurate ranking of students.

A motion was made by Mr. Dellafosse and seconded by Mr. Smith to take each proposed change separately.

**Submitting a blue card to address the Board:**

Elizabeth Martinez  
Emily Bowers  
Hope Hebert  
Mary O’Blanc  
Brenda DeFelice  
Thomas Townsley  
Lindsey Thompson

A motion was made by Mr. Dellafosse and seconded by Mr. Duhon to table this proposed change to Pupil Progression. The motion carried.

**Mrs. Ballard noted that this item had been tabled.**

Mrs. Ballard reintroduced the second proposed change which was to change the wording requiring a 3.0 or above to receive French I or Spanish I credit in Middle school to a “B” or above.

A motion was made by Mr. Tarver and seconded by Mr. Smith to approve the second change. The motion carried.
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On behalf of the committee, Mrs. Ballard made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

Mrs. Ballard read the third proposed change which was to add Home Economics to the list of courses taught in Middle School to help more students meet new Jump Start graduation requirements.

A motion was made by Mr. Hayes and seconded by Mr. Tarver to approve the third item. The motion carried.

On behalf of the committee, Mrs. Ballard made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

There being no further business to discuss, the meeting adjourned at 6:34 p.m.

A&P Committee/February 23, 2016/Eric Tarver, Chair

Mr. Tarver presented the following committee report:

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, February 23, 2016 in the Board room at 3310 Broad Street, Lake Charles, Louisiana. The prayer and the Pledge of Allegiance were said at the Curriculum and Instruction meeting which was prior to the Administration and Personnel Meeting. Roll call was called at that previous meeting. The same board members were present for both meetings. A quorum was present.

Present: Eric Tarver, Chair, Committee members Fred Hardy, Annette Ballard, Max Caldarera, Glenda Gay, Chuck Hansen, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Wayne Williams and Shannon LaFargue, Secretary. Other Board members present were John Duhon and Mack Dellafosse.

Absent: Chad Guidry

Mr. Tarver called the meeting to order. He announced that item #1 e: Textbook Selection and Adoption was pulled from the agenda until we have a procedure included. He also mentioned that an addendum was added: Discussion of Televised Board Meetings and sent to each board member by email and also posted on the web site.
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Mr. Tarver presented the policies regarding changes that were the result of legislative action.

On motion by Ms. Ballard, seconded by Mr. Hayes and approved, to accept the policies as presented.

**On behalf of the committee, Mr. Tarver made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.**

The policies state:

a. BH, School Board Ethics  
b. EBBG, Hazardous Substances  
c. GBDA, Employment of Retired Personnel  
d. IFA, Instructional Materials Textbook  
e.  
f. IDCH & IDCH-AP, Home Study Program  
g. IH, Academic Achievement

**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.
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Education and training shall be provided by the Louisiana Board of Ethics and 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.

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

Exceptions
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 may be promoted, if the person receiving the promotion is employed as a certified classroom teacher, provided that such family member has the appropriate qualifications and certifications for such position. 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
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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 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: December, 2008
Revised: November, 1999  Revised: November, 2010
Revised: August, 2003  Revised: June, 2012
Revised: September, 2006  Revised: November, 2015


**FILE: EBBG**

**HAZARDOUS SUBSTANCES**

**PESTICIDES**

The Calcasieu Parish School Board recognizes that the exposure of school children to pesticides poses known and unknown risks to their health and well-being. Therefore, the School Board shall prepare or cause to be prepared, and submit to the Department of Agriculture and Forestry on or before August first of each year, a pesticide management program for each school under its
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authority, an annual comprehensive integrated pest management plan for all schools under its jurisdiction that applies integrated pest management strategies of pest prevention methods and strongly recommends the least toxic methods of control for grass and weed control, and rodent and general pest control in, on or around school structures and grounds. Any deviation from the submitted annual pest management plan shall be delivered in writing to the Director of Pesticide and Environmental Programs of the Department of Agriculture and Forestry no later than twenty-four (24) hours prior to any pesticide application. Records of inspections, identification, monitoring, evaluations, and pesticide applications shall be maintained by the schools and submitted with the annual pest management plan to the department annually.

In addition to a comprehensive pest management plan, the School Board, in accordance with statutory provisions shall:

1. Assure that the application of any herbicide, rodenticide, insecticide or restricted use pesticide, in, on, or around structures or grounds of schools that provide education to pre-kindergarten through twelfth grade classes shall be done by or under the supervision of a certified commercial applicator.

2. Require each school to maintain a hypersensitive student registry listing the names of students whose parents have submitted a written statement to the school which shall include but not be limited to the student's name and address, parent's or guardian's signature, name and address, and a written medical verification by a licensed physician which includes the physician's signature, name and address.

3. Require that schools shall use, whenever possible, the least toxic method of pest control. The least toxic method of pest control may include methods other than the application of pesticides. A restricted use pesticide shall be applied to a school building or on school grounds only during periods in which students are not expected to be present for normal academic instruction or organized extracurricular activity for at least eight (8) hours after the application.

4. Require each school to keep a written record of restricted use pesticides used to control pests, with an entry of pertinent information about the application being recorded after each application. The written record shall be kept in each school and shall be available for inspection during school hours.

5. Employ at least one (1) certified commercial applicator if the system has less than ten (10) schools or at least two (2) certified commercial applicators if the system has ten (10) or more schools.

Revised: November, 2015


FILE:
EMPLOYMENT OF RETIRED PERSONNEL

The Superintendent, or principal, with the approval of the Superintendent, may employ retired employees under certain conditions; however, an employee whose retirement has been accepted shall not be guaranteed any position/employment with the Calcasieu Parish School Board.

CERTIFIED PERSONNEL

Certified personnel who are members of the Teachers’ Retirement System of Louisiana (TRSL) who have retired and are rehired shall be designated as either a retired teacher or retired member, as provided below: Retired Teachers A retired teacher is:

1. Any teacher who returns to active service as a full-time or part-time classroom teacher in grades K-12 in a critical shortage area, or
2. A retiree who returns to active service as a full-time certified speech therapist, speech pathologist, or audiologist whose position requires a valid Louisiana ancillary certificate where the shortage exists, or
4. A retired member who retired on or after May 1, 2009, and on or before June 30, 2010, and who returns to active employment service to a position requiring a valid Louisiana teaching certificate or a valid Louisiana ancillary certificate.
5. A retired employee who returns to active employment service as a substitute classroom teacher who teaches any student in pre-kindergarten through twelfth grade.
6. A retired employee who holds an advanced degree in speech therapy, speech pathology, or audiology.
7. A retired employee who has a valid Louisiana teaching certificate who returns to active employment service who is assigned the professional activities of instructing adults through an adult education or literacy program administered by the School Board.

A person reemployed in a reemployment-eligible position, specifically:

A. Reemployment-eligible critical shortage position or critical shortage position which shall include any of the following:

(1) A position for a full-time or part-time classroom teacher who teaches any student in kindergarten through twelfth grade in a school where a critical shortage exists.
(2) A position for a full-time certified speech therapist, speech pathologist, audiologist, educational diagnostician, school social worker, or school counselor whose position of employment requires a valid Louisiana ancillary certificate approved and issued by the Louisiana Department of Education where a critical shortage exists. B. Reemployment-eligible position which shall include:
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1. A position for a substitute classroom teacher who teaches any student in prekindergarten through twelfth grade.

2. A position assigned to the professional activities of instructing adults through an adult education or literacy program administered through a public institution of elementary or secondary education, provided the retiree has a valid Louisiana teaching certificate.

2. A person classified as a reemployment-eligible retiree who is:

A. A member of the TRSL who was retired on or before June 30, 2010.

B. A retiree who holds an advanced degree in speech therapy, speech pathology, or audiology.

Critical shortage area shall mean any a situation where there exists a shortage of certified teachers existing in a certain subject area that has been certified by both the Superintendent and personnel director or a shortage of certified speech therapists, speech pathologists, audiologists, educational diagnosticians, school social workers, or school counselors. Certification that a critical shortage exists shall be presented to the Louisiana Board of Elementary and Secondary Education (BESE) and the Teachers Retirement System of Louisiana, in order for a retiree who is employed in a critical shortage area to be eligible to receive retirement benefits.

Prior to making such certification of a critical shortage for any full-time teaching critical shortage position, the School Board shall be required to advertise in the School Board’s official journal, on two (2) separate occasions, notice that a shortage of certified teachers exists and the positions to be filled. Additionally, the School Board shall cause notice of the shortage of certified teachers to be posted at the career development or similar office of every post-secondary institution within a 120 mile radius of the School Board. If a certified applicant who is not a retiree applies for an advertised position, such person shall be hired before any certified retired teacher retiree is employed, unless fewer than three (3) teachers applicants have applied for the position, each of whom are is certified in the critical shortage area being filled.

Classroom teacher shall mean any employee whose position of employment requires a valid Louisiana teaching certificate and who is assigned professional activities of instructing pupils in classroom courses in classroom situations for which daily pupil attendance figures are kept, or is assigned to proctor admission, evaluation, or assessment testing; however, such proctoring shall not be considered a subject area for a critical shortage. Such classroom situations may include testing in school classrooms or other settings such as including school classroom, homes or hospitals settings or other learning situations that may be delivered inside or outside the classroom or in other teacher-student settings including co-curricular activities. Instruction may be provided in person or through an approved medium such as television, radio, computer, Internet, multimedia telephone, or correspondence and may be delivered inside or outside the classroom or in other teacher-student settings.

Substitute classroom teacher shall mean a classroom teacher employed in a temporary capacity to fill the position of another classroom teacher who is unavailable to teach or to proctor for any reason. Salary of Retired Teacher
The salary of any retired teacher who is reemployed shall be based on the salary schedule which accounts for all prior years of teaching service and pertinent experience. The earnings of a retired teacher reemployed as a substitute classroom teacher or adult education instructor returning to active service may result in a reduction in retirement benefits received, in accordance with statutory provisions.

Retired Members Not Considered a Retired Teacher
A retired member is any person who is a member of the Teachers Retirement System of Louisiana and who after being reemployed, is not classified as considered a retired teacher. A retired member, once reemployed, who returns to active service with the School Board, shall have his/her retirement benefits suspended for the duration of reemployment, even if such employment is based on a contract, and shall make no contributions to the TRSL and shall receive no additional service credit nor accrue any additional retirement benefits.

Notification to TRSL
Whenever a retiree returns to active service, the School Board shall, within thirty (30) days thereafter, notify the TRSL in writing of such employment, the date of reemployment, and a determination as to whether the person is a retired teacher or retired member. Other reports shall be submitted as required by state law.

BUS DRIVERS
A bus driver who has retired from service may be employed and return to service as a fulltime bus driver. If a retired bus driver is reemployed, the Superintendent shall certify to the BESE that a shortage of qualified bus drivers exists in the school district.
Whenever a retired bus driver is reemployed, the School Board shall notify the Louisiana School Employees Retirement System (LSERS) in writing within ten (10) days of such employment and the date employment began. In addition, the School Board shall submit to LSERS before September 1 of each school year of reemployment of a bus driver a declaration stating the School Board’s intent to reemploy the bus driver. The declaration shall be signed by the Superintendent or his/her designee and the employee. If such declaration is not received by September 1, the reemployed bus driver shall be subject to retirement benefits and other conditions in accordance with La. Rev. Stat. Ann. §11:1006. Upon the bus driver’s termination, the School Board shall provide LSERS in writing information and notice of the termination.

The School Board shall be required to report to LSERS within forty-five (45) days after June 30th of each year the names of all retired bus drivers being paid by the School Board, their social security numbers, and the amounts of their earnings during the previous year.

Actuarial Cost
If a retired bus driver is reemployed, the School Board shall pay to LSERS the actuarial cost for the bus driver that is in excess of the cost that would have been incurred if the School Board had reemployed the bus driver pursuant to the provisions of La. Rev. Stat. Ann. §11:1006.

OTHER NON-CERTIFIED EMPLOYEES
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Any retired non-certified employee, other than a bus driver, may be reemployed as a fulltime, part-time, temporary, or substitute employee. The School Board shall be required to transmit monthly, by the fifteenth (15th) day after the end of the month, a report to the Louisiana School Employees Retirement System (LSERS) with the name, social security number, and the amount of earnings of the retiree during the previous month.

New policy: August, 2010
Revised: August, 2011
Revised: November, 2015
Revised: November, 2012


Policy IFA, Instructional Materials
NO CHANGES MADE

FILE: IFA
Cf: DC
INSTRUCTIONAL MATERIALS

The Calcasieu Parish School Board strongly encourages the utilization of a wide variety of materials and equipment in the instructional program. The selection of media should be determined by the objectives of the course and the experiences and activities to be provided to meet such objectives. Instructional personnel are encouraged to keep abreast of the types of materials and equipment which can contribute toward meeting the goals and objectives of courses. Instructional personnel are further encouraged to assist the administration in the selection and purchase of such materials and equipment for the school.

Available system resources, including personnel, materials, and supplies, shall be allocated to schools on an equitable basis, recognizing system policies and local school needs.

PARENTAL ACCESS TO INSTRUCTIONAL MATERIALS

A parent of a child attending a public elementary or secondary school shall be entitled to access to instructional materials as provided by law. A parent shall be entitled to:

1. Review instructional materials used by or administered to the parent's child.

2. Review any survey before the survey is administered or distributed by a school to a student.
The Superintendent and/or his/her designee shall develop and maintain pertinent administrative regulations and procedures governing parental access to instructional materials. At a minimum, such regulations and procedures shall specify reasonable hours for review, that instructional materials shall be provided upon reasonable request of the parent, and reasonable and customary fees for copying of material(s) requested. Nothing shall prohibit or interfere with the parent making his/her own copies on school premises using any mobile or other device.

For the purpose of this policy:

*Instructional materials* means content that conveys the knowledge or skills of a subject in the school curriculum through a medium or a combination of media for conveying information to a student. It also includes any nonsecure test, nonsecure assessment, or survey administered to a student. The term also includes books, supplementary materials, teaching aids, computer software, magnetic media, DVD, CD-ROM, computer courseware, online material, information, or services, or an electronic medium or other means of conveying information to the student or otherwise contributing to the learning process.

*Parent* means the parent or legal guardian of a child.

*Survey* means any evaluative instrument or questionnaire that is not an assessment of academic knowledge, skills, or abilities, administered as part of a state, national, or international assessment or by itself.

**PROCEDURE FOR HANDLING CRITICISM OF MATERIAL**

Criticism of specific materials should be handled by the building principal whenever possible. If the criticism cannot be resolved by the principal to the satisfaction of the complainant, then the following procedures shall be followed.

1. The criticism shall be presented in writing and directed to the principal and shall include specific information as to author, title, publisher, and the reason for the criticism, giving specific references to those aspects or sections of the book objected to.

2. The statement must be signed and identified so that a reply may be given.

3. The material shall be reviewed in the light of the objections by a committee appointed by the Superintendent or his/her designee.
March 8, 2016

4. The report of the special committee shall be forwarded to the Superintendent for action as rapidly as possible. The Superintendent may choose to refer the problem to the Calcasieu Parish School Board.

5. The decision of the Superintendent and/or the Calcasieu Parish School Board shall be sent in writing to the complainant. Copies of the decision shall also be sent to all staff personnel affected by the decision.

Revised: February 10, 2015

Ref: Constitution of Louisiana, Art. VIII, Sec. 13
Board minutes, 2-10-15

Calcasieu Parish School Board

FILE: IDCH
CF: IDCH-

AP

HOME STUDY PROGRAM

Students of the Calcasieu Parish School District may be permitted to have their educational skills developed through a home study program, or in an in-home private school program, if such a program offers a sustained curriculum of quality at least equal to that offered by public schools at the same grade level. The parent or legal guardian shall submit an application to the Louisiana Department of Education for approval together with a copy of the child's birth certificate. An initial application shall be made within fifteen (15) days after commencement of the home study program. A renewal application shall be submitted to the Louisiana Department of Education by October 1 of the school year, or within twelve (12) months of approval of the initial application, whichever is later.

Any child eligible by law to attend elementary or secondary school shall be eligible to participate in a home study program.

Secondary students who are home schooled shall not earn a regular high school diploma unless they return to an approved school and meet all the necessary credits and requirements needed for high school graduation. Home study students shall be eligible to take the General Educational Development (GED) test upon completion of the home study program, upon proper application.

TEXTBOOKS

The School Board may supply textbooks and other instructional materials, as available, to home study students who have been approved by the Louisiana Department of Education, if extra copies are available. Children enrolled in a state-approved home study
March 8, 2016

program. Textbooks and any materials supplied shall be returned when the student has completed the applicable coursework. A deposit equal to one hundred percent (100%) of the replacement costs shall be required. Such deposit shall be returned when the books are returned. No refunds shall be made for lost or damaged textbooks. If books are not returned or paid for, the parent or legal guardian shall not be eligible to continue participation in the textbook rental program until all textbook debts have been cleared. Textbooks should be issued from the school of the student's assigned attendance zone for no longer than the length of the current school term. Principals may require periodic inspection of the textbooks.

READMISSION
Students seeking admission or readmission to the Calcasieu Parish public schools shall be required to fulfill such screening and evaluation requirements as the Board of Elementary and Secondary Education (BESE) and/or the School Board may establish, including the taking of tests and diagnostic instruments used to determine appropriate grade levels or Carnegie units. The requirements and procedures for admission or readmission shall be made a part of the School Board’s Pupil Progression Plan. In addition, students in grades 5 and 9 transferring to the public school system shall be required to take the 4th and 8th grade LEAP 21 tests in order to determine the appropriate grade levels.

ACHIEVEMENT TESTING
A parent of a child in home study may request the Superintendent to permit the child to be administered the LEAP 21 tests. Such tests shall occur on the date of the test as determined by the Superintendent. The examination shall be administered with the same restrictions and under similar conditions as provided to students enrolled in public schools with a certified teacher administering the test. The parent shall be provided the student’s score and whether the student passed the examination and met the state performance standards. A testing fee of up to thirty-five dollars ($35) may be charged to cover actual costs of administering, scoring, and reporting the results of the tests.

Revised: April, 2008
Revised: November, 2015


FILE:

IDCH-AP
CALCASIEU PARISH SCHOOLS
ADMINISTRATIVE PROCEDURES
DATE ISSUED: 8-1-91

SUBJECT: HOME STUDY PROGRAM
March 8, 2016

A student who withdraws from a Calcasieu Parish school to enroll in a home study school shall be reported as an out-of-system transfer for school reporting purposes. Correspondingly, a student who enters a Calcasieu Parish school for the first time during an academic session from a home study program shall be reported as an out-of-system entry.

The Supervisor of Child Welfare and Attendance shall follow up the transfer of a student to a home study program to verify that the parent has indeed made application and has been approved by the Louisiana Department of Education for participation in a home study program. A home study program shall not be confused with the hospital/homebound program under the direction of the Calcasieu Parish School Board Department of Special Education as the two programs are separate entities. A parent assumes full responsibility for a student who is transferred to a home study program. Consequently, a Calcasieu Parish school shall assume no responsibility for the provision of books, lesson plans, materials, or supplies for a home study student.

Revised: November, 2015

FILE: IH

ACADEMIC ACHIEVEMENT

EARNING OF CREDIT

The Calcasieu Parish School Board recognizes that an effective educational program is one that provides varied opportunities for students to meet their respective needs and interests in pursuit of accumulating credit for their eventual graduation from high school. Each school’s instructional program shall be characterized by well-defined instructional objectives and systematic planning which reflects the Louisiana Board of Elementary and Secondary Education approved statewide course content standards. Assessment of student performance shall be conducted in each course of instructional level, and mastery of concepts and skills shall be verified.

Students may earn Carnegie credit as middle or high school students in two (2) ways:

1. By passing a course in which the student is enrolled and meeting instructional time requirements, as set forth below; or

2. By demonstrating proficiency as set forth below.

Students must be in attendance for a minimum of 7,965 minutes to earn one (1) Carnegie credit, and a minimum of 3,983 minutes in order to earn one-half (½) Carnegie credit. When awarding credit based on instructional time, the School Board shall provide a minimum of 7,965 instructional minutes, and students shall be in attendance for a minimum of 7,715 minutes, to earn one (1) Carnegie credit. In order to grant one-half (½) Carnegie credit, the School Board shall provide a minimum of 3,983 minutes and students shall be in attendance for a minimum of 3,758 minutes.
March 8, 2016

When awarding Carnegie credit based on demonstrated proficiency for any student or group of students, the School Board shall provide the Louisiana Department of Education with the following information:

1. the name of the examination used to measure proficiency, if nationally recognized, or

2. a copy of the examination used to measure proficiency, if locally developed or not nationally recognized and the score required to demonstrate proficiency; or

3. a listing of requirements to demonstrate proficiency through portfolio submissions.

Proficiency in a course with a state administered End of Course exam must be demonstrated using the End of Course exam. The Louisiana Department of Education may require revisions of assessments in order to ensure that they adequately measure proficiency.

Students meeting the requirements for Carnegie credit based on proficiency shall have the course title, the year proficiency was demonstrated, and the unit of credit earned entered on their transcript.

New policy: July 16, 2013
Revised: November, 2015

AGENDA ITEM #2
Changes in Organizational Chart

On motion by Mr. Dellafosse, seconded by Ms. Ballard and approved, to accept staff’s proposed changes to the organizational chart.

On behalf of the committee, Mr. Tarver made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.

Mr. Dellafosse asked to make a notation of who would be second in command. Board members also requested to have a chart with the names listed on each level. Also, the Board wanted to know if Legal Counsel represented them. Mr. Belfour explained that he represented the Board as a whole, not individually.
March 8, 2016

Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: February 12, 2016

Subject: Changes in Organizational Chart

Staff is recommending the following two current changes to the Calcasieu Parish School Board Organizational Chart as highlighted:

- Combination of the positions of Director of Alternative Programs and Director of Special Education into the position of Administrative Director of Special Services. The positions mesh well together and the current director has expertise in both areas.

Cost Analysis

Reduction of salary and benefits for Director of Alternative Program position
- $114,647 (Salary - $89,743 – Benefits - $24,904)

Increase in pay for director to administrative director for consolidated position - $5,826 (Salary - $4,560 – Benefits - $1,266)

- Change of title from Assistant Superintendent of Auxiliary Services to Chief Operating Officer with the same salary and duties. The title falls in line with existing titles of Chief Academic Officer and Chief Financial Officer.

Changes will be effective upon Board approval.

2014 Organizational Chart
2016 Proposed Organizational Chart
March 8, 2016

Agenda Item #3
Short Term Renewal of Johnson Controls Inc.
On motion from Mr. Hayes, seconded by Ms. Ballard and approved, to adopt the short term contract renewal with Johnson Controls, Inc.

On behalf of the committee, Mr. Tarver made a motion to accept the committee recommendation. A second was not needed and the motion carried on a vote.
March 8, 2016

TO: Board Members
FROM: Karl Bruchhaus
SUBJECT: Short Term Renewal of JCI Contract

We are currently advertising for HVAC Maintenance proposals and hope to recommend a provider to the Board for a contract that will begin on July 1, 2016. Our current contract with Johnson Controls Inc. (JCI) ends March 31, 2016. JCI has agreed to renew our current contract for up to 3 months on a month-to-month basis with the same terms and prices as the current contract, but without an energy performance guarantee.

Johnson currently provides preventive and extended service on much of our HVAC equipment throughout the parish at a quarterly cost of $416,824.50. If the short term renewal is approved, the cost would be 1/3 of the $416,824.50 or $138,941.50 per month for up to 3 months.

Staff recommends short term renewal of JCI contract on a month-to-month basis for up to 3 months, pending legal review of contract.
Schedule A

Equipment List and Matrix Responsibility
"See Pages 3 & 4"

Service Summary

- HVAC Mechanical Services (see Schedule 2-5 Exhibit 3 for Responsibility Matrix)
  - **Premium Coverage** — Controls, Chillers, Cooling Towers, Pumps, Boilers, VFD's, Air Handling Units (AHU's), Fan Coil Units (FCU's), Water Treatment
    - Premium Coverage includes a comprehensive Preventive Maintenance Program and any mandatory repairs, up to and including equipment replacement.
- Filter Program — complete responsibility (materials and labor)
- Lighting Maintenance — responsibility for all materials (lamps and ballasts) and labor for ballast replacement for all indoor lighting systems.
March 8, 2016

Service Agreement
Calcasieu Parish Schools
3316 Broad Street
Lake Charles, LA 70605

Proposal Date February 21, 2016

Scope of Service
Johnson Controls, Inc. ("JCI") and the Calcasieu Parish Schools ("Schools") agree to provide Maintenance Service, as defined in Schedule A, for the Equipment listed in Schedule B. The Equipment will be installed and serviced as specified in this Agreement.

Extended Service Options for Premium Coverage
Premium Coverage as defined below is available to the Schools at an additional charge. This option will provide for an extended period of coverage, typically for up to five years.

Equipment List
The Equipment List, as attached, is a list of all equipment to be provided under this Agreement.

Term
This Agreement will remain in effect for the term specified and will automatically renew unless terminated by either party.

Refrigerant Charges
Refrigerant charges will be included under the Agreement and will be supplied by JCI.

Price and Payment Terms
The total contract price for JCI’s services, including the Original Term, is $116,324.50. Payment terms will be paid in full in monthly installments. Payment for each subsequent month will be made within 30 days of the billing date. Any delinquent payment will result in the termination of the Agreement.

Johnson Controls, Inc.
By: Kevin Vercher
Signature:
Title: Service Sales Account Executive
Date:

Calcasieu Parish Schools
By: [Signature]
Title: [Title]
Date: [Date]
Customer P.O. # [Number]
Branch Phone: (337) 739-3812

JCI Branch: Johnson Controls Baton Rouge – UN80
Address: 18347 Petroleum Drive
City, State, Zip: Baton Rouge LA 70809

(Rev. 05/13) Customer’s Initials: [Initials] Page 1
On-site repair services will be provided during JCI’s normal business hours and Extended Service Option:

- 24-5 Extended Service—JCI will provide on-site response 24 hours a day, 5 days a week (Monday thru Friday, except JCI holidays).

Terms and Conditions of this contract specify 24 hours a day service, 5 days per week in recognition of the Calcasieu Parish Schools not being operated around the clock. JCI is aware that occasional needs may arise to address on equipment issue on the weekends or holidays and will commit to addressing those calls with no additional financial obligation to CPSB with the understanding that if these “out of scope” calls reach an excessive amount, some compensatory adjustment could be warranted via negotiation with CPSB. It is JCI’s goal to pro-actively maintain and monitor equipment in a manner that will reduce the risk of “out of scope” work being required.

Supplemental Price and Payment Terms:

<table>
<thead>
<tr>
<th>Monthly Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Month (April 2016)</td>
</tr>
<tr>
<td>2nd Month (May 2016)</td>
</tr>
<tr>
<td>3rd Month (June 2016)</td>
</tr>
</tbody>
</table>

Special Notes:

Customer may opt out of contract at the end of any of the three (3) months with 10 days written notice.
March 8, 2016

DRAFT

TERMS AND CONDITIONS

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.

SCHEDULED SERVICE VISITS are the on-site visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials needed to perform Scheduled Service Visits on Covered Equipment, including gaskets, lubricants, and filters.

REPAIR LABOR is the labor necessary to repair Covered Equipment to working condition following an Equipment Failure, but does not include replacement of total equipment or replacement of unremovable or unreliable parts.

REPAIR MATERIALS are the parts necessary to repair Covered Equipment to working condition following an Equipment Failure, but exclude total equipment replacement due to obsolescence or unavailability of parts. All JCI flatware, original equipment manufacturer (OEM) parts, or reconditioned replacement parts shall be included in the Repair Materials.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Material costs, as set forth in the Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.

PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor plus Repair Material. The term is defined in the Agreement for Covered Equipment.

EXTENDED SERVICE means extra services performed outside the scheduled hours (24/7) and in available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. Includes Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts, or equipment provided, beyond the scope of the Agreement, the term is Extended Service Coverage as defined in the Agreement for Covered Equipment.

A. STANDARD OF CARE AND WARRANTIES

JCI is a manufacturer of Covered Equipment and is not a provider of services under this Agreement, and shall not be considered a merchant or vendor of goods. JCI warrants its services to be performed in a good and workmanlike manner. Such Services shall be performed in a good and workmanlike manner by persons who have been provided by JCI who is not an entity as set forth in the Agreement, and is not responsible for any damage caused by the Services provided by such entity.

If a part is installed as part of the Covered Equipment, it is the responsibility of the Distributor to notify the manufacturer of any changes or modifications made to the Covered Equipment. In the event that such changes or modifications are not notified to the manufacturer, JCI shall not be liable for any additional charges or expenses incurred by the Distributor in performing the Services. JCI shall not be liable for any damage or loss resulting from the failure to comply with the terms of this Agreement.

C. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. The Customer acknowledges that all Covered Equipment is in good working condition and that the Customer must continue to maintain all Covered Equipment in good working condition at all times.

2. The Customer must provide prompt written notice to JCI of any change during the applicable warranty period. Any claims based upon any equipment after written notice of (1) year or the expiration of the applicable warranty period. This limitation is in lieu of any other applicable warranty or limitation.

3. The Customer must provide prompt written notice to JCI of any change during the applicable warranty period. Any claims based upon any equipment after written notice of (1) year or the expiration of the applicable warranty period. This limitation is in lieu of any other applicable warranty or limitation.

4. The Customer must provide prompt written notice to JCI of any change during the applicable warranty period. Any claims based upon any equipment after written notice of (1) year or the expiration of the applicable warranty period. This limitation is in lieu of any other applicable warranty or limitation.

5. The Customer must provide prompt written notice to JCI of any change during the applicable warranty period. Any claims based upon any equipment after written notice of (1) year or the expiration of the applicable warranty period. This limitation is in lieu of any other applicable warranty or limitation.
2) The Customer agrees that, during the term of this Agreement, to the Customer will (a) operate the Covered Equipment according to the manufacturer’s and JCI’s recommendations; (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI; (c) provide an adequate maintenance program for the Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control; (d) notify JCI immediately of any equipment malfunction, breakages, or other condition, affecting the operation of the Covered Equipment; (e) provide JCI with all information necessary for the proper functioning of the Covered Equipment; (f) provide proper documentation to JCI, under written consent, as necessary, for the proper functioning of the Covered Equipment; (g) provide all necessary information to JCI regarding the location of the Covered Equipment; and (h) provide any information or necessary information to JCI for the proper functioning of the Covered Equipment.

3) The Customer acknowledges that failure to meet any of its obligations will relieve JCI of any liability, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any services and/or charges.

D. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or additions to the Covered Equipment, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any services and/or charges.

E. ACCESS

The Customer will allow JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI’s obligations under this Agreement will be suspended until such access is provided. However, JCI will not be liable for any losses or damages caused by the Customer’s failure to provide access.

F. INDEMNITY

JCI and the Customer agree to indemnify the other party and their agents, employees, directors, and officers, from third parties claims, demands, or suits for bodily injury or property damage resulting from the intentional misconduct or any negligence acts by their employees or agents. JCI also agrees to indemnify the Customer and its agents for any injuries or damages caused by the Customer’s failure to provide access.

G. LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits, lost or delayed transportation, or other economic damages, arising from the intentional misconduct or any negligence acts by their employees or agents.

CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSSES OF PROFITS OR THE LIKE CAUSED BY JCI’S EQUIPMENT, PARTS OR SOFTWARE PROVIDED HEREUNDER OR THE FAILURE OF THE JCI EQUIPMENT, PARTS OR SOFTWARE TO PERFORM, ACCURATELY PERFORM, EASILY PERSONAL, OR OTHERWISE MEET THE SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A NONREFUNDABLE FORTH EIGHTH AMOUNT IS FOUND TO HAVE AFFECTED ITS ESSENTIAL PURPOSE, JCI’S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL NOT EXCEED $5,000.00, OR THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES.

The waiver of warranty, express or implied, waiver of consequential damages, and limitations of liability, and all other terms contained in this Agreement shall not affect any other rights of the Customer or JCI, or any other terms that are not specifically amended or affected by this Agreement. JCI shall not be liable for the performance of this Agreement, and no warranty, express or implied, shall be implied by law. Customer acknowledges that the warranty is void if the Customer does not comply with the instructions and terms of this Agreement.

H. FORCE MAJEURE

1) JCI shall not be responsible for any losses or damages caused by acts of God, war, or any other cause beyond its control, or any other cause that is beyond the reasonable control of JCI.

2) JCI reserves the right to discontinue or suspend any services provided by JCI under this Agreement if the Customer fails to pay for services rendered or for any other reason.

3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

I. RENEWAL OF AGREEMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms. After the term expires, the Customer has the option to renew or cancel this Agreement. If the Customer chooses to renew, the agreement will be renewed for a period of (45) days prior to the commencement of the renewal period. Unless the Customer notifies JCI in writing at least (30) days prior to the expiration of the term of the renewal period, the Agreement will be renewed for an additional period.

J. JCI’S EQUIPMENT

JCI may provide tools, documentation, manual, or other equipment to the Customer for use in performing JCI’s services. Such equipment shall remain the property of JCI, and JCI reserves the right to remove the same during the term or upon the termination of the Agreement.

K. JCI’S EMPLOYEES

The Customer acknowledges that JCI’s employees are not employees of the Customer and that JCI’s employees are not employed by the Customer. The Customer agrees that JCI’s employees are not employees of the Customer, and that JCI’s employees are not employees of the Customer.
March 8, 2016

DRAFT

L. RESOLUTION OF DISPUTES

Customer shall settle all disputes with respect to the manufacture and delivery of any equipment by the Seller, including disputes concerning the performance of the Contract. Any such disputes shall be referred to arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitral tribunal shall be final and binding on both parties.

M. TERMINATION

In the event that the Customer fails to make any payment of any amount due under the terms of this Agreement within the period specified herein, the Seller shall be entitled to terminate this Agreement. The Seller shall also be entitled to recover all costs and expenses incurred by the Seller in connection with the performance of this Agreement, including reasonable attorneys' fees and costs.

N. ASHMORE, MOLD AND HAZARDOUS MATERIALS

1. At the time of delivery, the Seller shall provide the Customer with a copy of the Material Safety Data Sheet (MSDS) for each hazardous material contained in the equipment.

2. The Customer shall be responsible for properly disposing of any hazardous materials generated in the course of using the equipment.

O. ASSESSMENT

The Customer shall be responsible for paying all costs of any government charges, fees, or penalties related to the performance of this Agreement.

P. MISCELLANEOUS PROVISIONS

1. Any dispute arising out of this Agreement shall be governed by the laws of the State of [State], and the parties hereby submit to the jurisdiction of the courts of said State.

2. This Agreement contains all the representations and understandings of the parties and supersedes all prior negotiations, agreements, or understandings relating to the subject matter hereof.

3. Customer acknowledges and agrees that any equipment or services provided to Customer under this Agreement are for the exclusive use of the Customer and shall not be transferred or assigned to any other person or entity without the prior written consent of the Seller.

4. No waiver by either party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement, nor shall any waiver of any term or condition be deemed a continuing waiver.

5. Customer acknowledges and agrees that any product or service provided to Customer under this Agreement is for the exclusive use of the Customer and shall not be transferred or assigned to any other person or entity without the prior written consent of the Seller.

6. No waiver by either party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement, nor shall any waiver of any term or condition be deemed a continuing waiver.

[Customer's initials]
March 8, 2016

7. The Parties agree and acknowledge that this is an incorporated agreement and that
they have entered into an agreement that any arbitration to be commenced against the
Drafting Party shall apply.

8. Unless otherwise provided in the Agreement, the Drafting Party shall be liable for any claims
brought against the Drafting Party by the Customer because of the performance or non-performance
of the Drafting Party.

9. The Customer shall not be liable for any claims brought against the Drafting Party because
of any failure to perform the Agreement or the performance or non-performance of the Customer.

Q. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the state where the
project is located.

R. SEVERANCE

Should any term, part, or provision of this Agreement be declared by the court to be, or otherwise be
unenforceable or unenforceable, the validity of the remaining parts, terms, and provisions shall
be deemed severable and shall not be affected thereby, provided such severability does not
affect the enforceability of the Agreement as a whole.

S. PATENT INFRINGEMENT

All rights reserved. This software, including the source code, the object code, and the
related documentation, is the exclusive property of Johnson Controls. The Customer shall not
use, reproduce, modify, distribute, or disclose the software, except as expressly provided in
this Agreement. Any unauthorized use of the software may result in legal action.

[END OF DOCUMENT]
March 8, 2016

Agenda Item #4
Discussion of Televised Board Meetings

Mr. Tarver introduced Mr. Tom Hoefer who is the Director of Communication and Media at the Police Jury and over the Calcasieu Government Channel. Questions were asked concerning costs, who would film the meeting, how often does it air on TV, why couldn’t we use our broadcasting school from LCB Academy, would it be live or a recording?

A motion was made by Mr. Roberts and seconded by Ms. Ballard and approved, to table the item until we can get more information on this item.

Mr. Tarver noted that this item had been tabled.

There being no further business to discuss, a motion was made by Mr. Hayes, seconded by Ms. Ballard and approved. The meeting was adjourned at 7:30 p.m.

TAKE APPROPRIATE ACTION

Mr. Duhon read the following items:

A. Preliminary approval for District 26 Refunding/2013/Vinton

Lake Charles, Louisiana
March 8, 2016

The Calcasieu Parish School Board, governing authority of School District No. 26 of Calcasieu Parish, Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o’clock p.m. on March 8, 2016, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

President, John Duhon, called the meeting to order and on roll call, the following members were present:
March 8, 2016

Annette Ballard, Billy Breaux, Max Caldarera, Mack Dellafosse, John Duhon, Glenda Gay, Chad Guidry, Chuck Hansen, Fred Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver and Wayne Williams

ABSENT: None

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Mr. Dellafosse and seconded by Mr. Breaux, the following resolution was adopted, the vote thereon being as follows:

YEAS: Mrs. Ballard, Mr. Breaux, Mr. Caldarera, Mr. Dellafosse, Mrs. Gay, Mr. Guidry, Mr. Hansen, Mr. Hardy, Mr. Hayes, Mr. Natali, Mr. Roberts, Mr. Smith, Mr. Tarver and Mr. Williams

NAYS: None

ABSENT: None

NOT VOTING: President Duhon

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF AN ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 26; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 26 OF NOT EXCEEDING $7,750,000 OF GENERAL OBLIGATION REFUNDING BONDS; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 26 of Calcasieu Parish, Louisiana (the “Issuer”), after examining available data, has determined that there is substantial need within the Issuer for
March 8, 2016

refunding certain outstanding General Obligation Public School Improvement Bonds by
the Issuer, in accordance with the provisions of Chapter 14-A of Title 39 of the Louisiana
Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the
Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School
Board, the governing authority of School District No. 26 of Calcasieu Parish, Louisiana, as
follows:

SECTION 1. School District No. 26 of Calcasieu Parish, Louisiana is hereby authorized
to proceed with an advance refunding a portion of the callable maturities of the Issuer’s
outstanding General Obligation Public School Improvement Bonds, 2013 Series, dated July
15, 2013 on original issue, consisting of those bonds maturing July 15, 2022 through July
15, 2033, inclusive, involving the proposed issuance by School District No. 26 of not
exceeding $7,750,000 General Obligation Refunding Bonds, 2016 Series, to mature not
later than July 15, 2033, at a rate or rates not exceeding 5% per annum.

SECTION 2. Application is hereby formally made to the Louisiana State Bond
Commission, pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana
Revised Statutes of 1950, as amended, for consent, approval and authority to issue, sell and
deliver the bonds herein authorized, to be secured by and payable from the levy and
collection of unlimited annual ad valorem taxes on all taxable property within the limits of
the Issuer.
March 8, 2016

By virtue of the Issuer’s application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission’s approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the “State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.,” adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 3. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 4. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana (“Bond Counsel”), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 5. The employment of Crews & Associates, Inc., Little Rock, Arkansas, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The
March 8, 2016

compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 6. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Financial Advisor in connection with the Bonds is hereby approved. The compensation of the Financial Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

ADOPTED AND APPROVED on this 8th day of March, 2016.

/s/ John Duhon
JOHN DUHON, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

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

B. Preliminary approval for District 30 Refunding/2013 & 2014/Sulphur

Lake Charles, Louisiana

March 8, 2016

The Calcasieu Parish School Board, governing authority of School District No. 30 of Calcasieu Parish, Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o’clock p.m. on March 8, 2016, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

President, John Duhon, called the meeting to order and on roll call, the following members were present:
March 8, 2016

Annette Ballard, Billy Breaux, Max Caldarera, Mack Dellafosse, John Duhon, Glenda Gay, Chad Guidry, Chuck Hansen, Fred Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver and Wayne Williams

ABSENT: None

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Mr. Dellafosse and seconded by Mr. Breaux, the following resolution was adopted, the vote thereon being as follows:

YEAS: Mrs. Ballard, Mr. Breaux, Mr. Caldarera, Mr. Dellafosse, Mrs. Gay, Mr. Guidry, Mr. Hansen, Mr. Hardy, Mr. Hayes, Mr. Natali, Mr. Roberts, Mr. Smith, Mr. Tarver and Mr. Williams

NAYS: None

ABSENT: None

NOT VOTING: President Duhon

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF AN ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 30; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 30 OF NOT EXCEEDING $10,600,000 OF GENERAL OBLIGATION REFUNDING BONDS IN ONE OR MORE SERIES; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 30 of Calcasieu Parish, Louisiana (the “Issuer”), has heretofore issued $4,600,000 of its General Obligation Public School Improvement Bonds,

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March 8, 2016

WHEREAS, the Issuer has heretofore issued $8,000,000 of its General Obligation Public School Improvement Bonds, 2014 Series, dated February 15, 2014 on original issue (the “2014 Bonds”); and

WHEREAS, the Issuer, after examining available data, has determined that there is substantial need within the Issuer for refunding certain outstanding 2013 Bonds and 2014 Bonds of the Issuer, in accordance with the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 30 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. School District No. 30 of Calcasieu Parish, Louisiana is hereby authorized to proceed with an advance refunding a portion of the callable maturities of the Issuer’s outstanding 2013 Bonds and 2014 Bonds, involving the proposed issuance by School District No. 30 of not exceeding $10,600,000 General Obligation Refunding Bonds, in one or more series, to mature not later than February 15, 2034, at a rate or rates not exceeding 5% per annum.

SECTION 2. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and
March 8, 2016

Revised Statutes of 1950, as amended, for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

By virtue of the Issuer’s application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission’s approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the “State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.,” adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 3. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 4. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana (“Bond Counsel”), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General.
March 8, 2016

of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 5. The employment of Crews & Associates, Inc., Little Rock, Arkansas, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 7. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Financial Advisor in connection with the Bonds is hereby approved. The compensation of the Financial Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

ADOPTED AND APPROVED on this 8th day of March, 2016.

/s/ John Duhon
JOHN DUHON, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

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

C. Preliminary approval for District 34 Refunding/2009B/SW Lake Charles

Lake Charles, Louisiana
March 8, 2016

45
The Calcasieu Parish School Board, governing authority of School District No. 34 of Calcasieu Parish, Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o’clock p.m. on March 8, 2016, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

President, John Duhon, called the meeting to order and on roll call, the following members were present:

Annette Ballard, Billy Breaux, Max Caldarera, Mack Dellafosse, John Duhon, Glenda Gay, Chad Guidry, Chuck Hansen, Fred Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver and Wayne Williams

ABSENT: None

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Mr. Dellafosse and seconded by Mr. Breaux, the following resolution was adopted, the vote thereon being as follows:

YEAS: Mrs. Ballard, Mr. Breaux, Mr. Caldarera, Mr. Dellafosse, Mrs. Gay, Mr. Guidry, Mr. Hansen, Mr. Hardy, Mr. Hayes, Mr. Natali, Mr. Roberts, Mr. Smith, Mr. Tarver and Mr. Williams

NAYS: None

ABSENT: None

NOT VOTING: President Duhon

RESOLUTION
March 8, 2016

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF AN ADVANCE REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 34; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 34 OF NOT EXCEEDING $5,400,000 OF GENERAL OBLIGATION REFUNDING BONDS; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 34 of Calcasieu Parish, Louisiana (the “Issuer”), after examining available data, has determined that there is substantial need within the Issuer for refunding certain outstanding General Obligation Refunding Bonds by the Issuer, in accordance with the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 34 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. School District No. 34 of Calcasieu Parish, Louisiana is hereby authorized to proceed with an advance refunding of the callable maturities of the Issuer’s outstanding General Obligation Refunding Bonds, 2009 Series B, dated December 31, 2009 on original issue, consisting of those bonds maturing January 15, 2021 through January 15, 2025, inclusive, involving the proposed issuance by School District No. 34 of not exceeding $5,400,000 General Obligation Refunding Bonds,
March 8, 2016

2016 Series B, to mature not later than January 15, 2025, at a rate or rates not exceeding 4.5% per annum.

SECTION 2. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

By virtue of the Issuer’s application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission’s approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the “State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.,” adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 3. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 4. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of
March 8, 2016

the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana (“Bond Counsel”), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 5. The employment of Crews & Associates, Inc., Little Rock, Arkansas, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 6. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Financial Advisor in connection with the Bonds is hereby approved. The compensation of the Financial Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

ADOPTED AND APPROVED on this 8th day of March, 2016.

/s/ John Duhon
JOHN DUHON, President

/s/ Karl Bruchhaus
March 8, 2016

KARL BRUCHHAUS, Secretary

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

D. Approval of Resolution to Legislators regarding TOPS for Teachers

RESOLUTION
REQUESTING CREATION AND FUNDING OF A TOPS FOR TEACHERS PROGRAM

WHEREAS the Calcasieu Parish School Board believes that certified teachers enhance the quality of education in Louisiana; and

WHEREAS there is a recognized shortage of certified teachers, particularly in the areas of math, science, and special education; and

WHEREAS there has been a decline in the number of students graduating with degrees in education from Louisiana universities; and

WHEREAS it has become increasingly difficult for school systems to hire certified teachers; and

WHEREAS industry expansion in the Calcasieu Parish area will continue to create new jobs and will concomitantly increase the number of students eligible for public education; and

WHEREAS industry expansion will further increase competition for qualified and skilled individuals to fill available teaching positions; and

WHEREAS employment of certified teachers calls for a collaborative effort to recruit individuals into the teaching profession, particularly with a focus upon certification in teacher shortage areas; and

WHEREAS the Louisiana legislature has previously recognized there is a critical shortage of certified teachers in this state, particularly in the areas of mathematics, biology, chemistry, physics, and special education, and that postsecondary institutions of higher education are not graduating a sufficient
number of teacher applicants in these critical teacher shortage areas to address existing needs; and
WHEREAS the Louisiana legislature has further recognized that incentives are needed in order to attract more individuals into the teaching profession and to encourage them to become certified and to teach in these critical shortage areas; and

WHEREAS the Calcasieu Parish School Board appreciates and is grateful for the legislature’s efforts in developing teacher incentive programs; and

WHEREAS additional incentives are needed in order to attract students to the teaching profession.

NOW THEREFORE BE IT RESOLVED by the Calcasieu Parish School Board that the Governor of the State of Louisiana and the Louisiana State Legislature are encouraged to support and adopt a program as part of the Taylor Opportunity Program for Students which will provide additional educational benefits to students who pursue degrees in education in Louisiana public colleges or universities.

BE IT FURTHER RESOLVED that the Calcasieu Parish School Board requests that a TOPS for Teachers Program be created and that funds for the TOPS for Teachers Program be appropriated as funds are available.

ADOPTED AND APPROVED on this 8th day of March, 2016.

________________________
JOHN DUHON, President

________________________
KARL BRUCHHAUS, Secretary

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

E. Approval of Resolution on Charter School Funding and Data Privacy
WHEREAS, for those school districts that only have Type 1, Type 3, and/or Type 4 charter schools within the geographic boundary of the school district, the residency of the charter school student whose enrollment impacts the aggregate local allocations withheld from the local school district is not an issue, as all students are required to reside within the local public school district;

WHEREAS, however, for Type 2 charter schools, those for which the charter is awarded directly by the Board of Elementary and Secondary Education (BESE), attendance is not limited to students that reside within the boundary of the local public school district where the charter school is physically located;

WHEREAS, in accordance with LRS 17:3973, any student residing in the State of Louisiana is eligible to attend a Type 2 charter school;

WHEREAS, in fact, there are some Type 2 charter schools that operate as “virtual schools”, which means that they do not utilize a physical school location, but rather provide educational services to the students enrolled therein through an on-line or internet based process, and those students can reside across the State;

WHEREAS, the funding for a Type 2 charter school is governed by the funding model set forth in LRS 17:3995;

WHEREAS, therefore, determining the actual residency of each student enrolled in each Type 2 charter school, whether a physical school location or a virtual school, is required to both calculate the correct local allocation, and to determine from which public school district the local allocation should be withheld;

WHEREAS, in prior years, the LDOE has provided sufficient information to local public school districts to enable the school districts to audit the MFP funds withheld as part of the Type 2 charter school funding process, to ensure that the amount withheld is accurate;

WHEREAS, the auditing by local public school districts relies on identifying the actual residency of each Type 2 charter school student;

WHEREAS, currently, citing the Student Data Privacy legislation, the LDOE has refused to provide to local public school districts from which it is withholding MFP funds based upon the local allocations provided to Type 2 charter schools;

WHEREAS, the LDOE has taken this position, despite the exception in the Student Data Privacy legislation allowing for student personally identifiable information to be disclosed to facilitate financial auditing;

WHEREAS, the position of the LDOE is impeding, impairing, and thwarting local school districts, from which funding is being withheld, from meeting the legal obligation to audit all facets of school district funding;

WHEREAS, the Student Data Privacy legislation was never intended to allow the LDOE to withhold critical information necessary to the financial audit of local public school districts;

WHEREAS, even upon accepting the LDOE’s flawed interpretation that the law does not already provide for the ability of the LDOE to disclose this information to local school districts for auditing purposes, providing the necessary information to facilitate a valid audit of the Type 2 charter school funding and its impact on local public school districts can be done in a manner consistent with the goals and intent of the Student Data Privacy legislation:
WHEREAS, for those school districts that only have Type 1, Type 3, and/or Type 4 charter schools within the geographic boundary of the school district, the residency of the charter school student whose enrollment impacts the aggregate local allocations withheld from the local school district is not an issue, as all students are required to reside within the local public school district;

WHEREAS, however, for Type 2 charter schools, those for which the charter is awarded directly by the Board of Elementary and Secondary Education (BESE), attendance is not limited to students that reside within the boundary of the local public school district where the charter school is physically located;

WHEREAS, in accordance with LRS 17:3973, any student residing in the State of Louisiana is eligible to attend a Type 2 charter school;

WHEREAS, in fact, there are some Type 2 charter schools that operate as “virtual schools”, which means that they do not utilize a physical school location, but rather provide educational services to the students enrolled therein through on-line or internet based process, and those students can reside across the State;

WHEREAS, the funding for a Type 2 charter school is governed by the funding model set forth in LRS 17:3995;

WHEREAS, therefore, determining the actual residency of each student enrolled in each Type 2 charter school, whether a physical school location or a virtual school, is required to both calculate the correct local allocation, and to determine from which public school district the local allocation should be withheld;

WHEREAS, in prior years, the LDOE has provided sufficient information to local public school districts to enable the school districts to audit the MFP funds withheld as part of the Type 2 charter school funding process, to ensure that the amount withheld is accurate;

WHEREAS, the auditing by local public school districts relies on identifying the actual residency of each Type 2 charter school student;

WHEREAS, currently, citing the Student Data Privacy legislation, the LDOE has refused to provide to local public school districts from which it is withholding MFP funds based upon the local allocations provided to Type 2 charter schools;

WHEREAS, the LDOE has taken this position, despite the exception in the Student Data Privacy legislation allowing for student personally identifiable information to be disclosed to facilitate financial auditing;

WHEREAS, the position of the LDOE is impeding, impairing, and thwarting local school districts, from which funding is being withheld, from meeting the legal obligation to audit all facets of school district funding;

WHEREAS, the Student Data Privacy legislation was never intended to allow the LDOE to withhold critical information necessary to the financial audit of local public school districts;

WHEREAS, even upon accepting the LDOE’s flawed interpretation that the law does not already provide for the ability of the LDOE to disclose this information to local school districts for auditing purposes, providing the necessary information to facilitate a valid audit of the Type 2 charter school funding and its impact on local public school districts can be done in a manner consistent with the goals and intent of the Student Data Privacy legislation:
On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

F. Approval of Option to Purchase agreement for 40 acres of land from Rec. Dist. 1, Ward 4 (Westlake) and contingent on successful future bond issue pending attorney review of contract
OPTION TO PURCHASE

BE IT KNOWN, that before the undersigned Notaries Public, duly commissioned and qualified in and for the Parish/County and States hereinafter stated, therein residing, on the dates hereinafter set forth, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

RECREATIONAL DISTRICT NO. 1, WARD 4, CALCASIEU PARISH, whose mailing address is 1221 Sampson Street, Westlake, Louisiana 70669, herein represented by __________________________, duly authorized, hereinafter sometimes referred to as “Seller”,

and

CALCASIEU PARISH SCHOOL BOARD, a political entity organized under the laws of the State of Louisiana, whose mailing address is 3310 Broad Street, Lake Charles, Louisiana, 70615, whose last four digits of Tax Identification Number are 0235, herein represented by John Duhon, its duly authorized President, hereinafter sometimes referred to as “Purchaser”,

who did enter into the following agreement:

1. Subject to the following terms, Seller does hereby give, grant and convey to Purchaser an exclusive option or right to purchase the following described property:

   The Southwest Quarter of Northeast Quarter (SW ¼ of NE ¼) of Section 22, Township 9 South, Range 9 West, Louisiana Meridian containing forty (40) acres, more or less.

2. The option or right granted and created hereby is in the nature of a continuing offer to sell the property made by Seller to Purchaser, which offer shall remain open to Purchaser for a period ending at January 15, 2017.

3. The price to be paid by Purchaser to Seller for the property described above, in the event that Purchaser elects to accept the offer made by Seller, shall be the sum of Seven Hundred Thousand and No/100 ($700,000.00) Dollars, payable in cash at the time of the transfer, unless the appraisal value rendered by Purchaser’s appraisal does not meet or exceed this amount in which case,
the parties must negotiate a new agreement. Property taxes for the year of
the sale shall be prorated.

4. Should Purchaser decide to exercise this option and purchase the property
described above, Purchaser shall, before the expiration of the option period,
notify Seller in writing of such desire to purchaser the property and
Purchaser shall then have 120 days from the date of the notice to complete
the sale. In the event that the sale is not completed within the time allowed,
Purchaser shall forfeit the option rights granted herein and the sum paid for
them.

Should Purchaser decide to exercise this option granted herein, Purchaser’s
obligation to buy the property described above is contingent upon Purchaser’s
ability to use the

1. property for public school purposes, and should the property be zoned,
restricted, subject to easements, servitudes or governmental regulations, or subject
to any other title or survey defect which in Purchaser’s judgment renders the
property unusable for such purposes or make it impossible to borrow money on the
property then Purchaser may cancel the sale by notice to Seller in writing.

2. Purchaser, at its liability and expense, shall have the right to enter the property
hereinabove described at any time for the purpose of inspecting and investigating
same and for the purpose of making tests, borings, plans and other related tests in
connection with Purchaser's contemplated use of the property. Purchaser will be
responsible for any claims and damages pertaining thereto, and shall also indemnify
and hold Seller harmless from any liens, claims or damages pertaining thereto.

3. At the closing, Seller shall convey good and marketable title to Purchaser by
warranty deed which deed shall convey the property free and clear of all liens and
cumbrances except those previously accepted by Purchaser. The deed shall be
prepared at the expense of Purchaser and shall be subject to the approval of Seller
which approval shall not be unreasonably withheld.

4. If either party to this Agreement incurs any liability for real estate
commissions, for brokerage fees or for finder's fees in connection with the property,
March 8, 2016

those commissions and fees shall be the responsibility of, and shall be paid by, the party that incurred them.

5. This agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, executors, administrators, assigns and successors. THUS DONE AND PASSED by Purchaser in Lake Charles, Louisiana, on the 8th day of March, 2016, in the presence of the undersigned lawful witnesses, who hereunto sign their names with the said parties and me, Notary, after reading of the whole.

WITNESSES: CALCASIEU PARISH SCHOOL BOARD

(Printed Name :_________________________) By: John Duhon

(Printed Name :_________________________) __________________

NOTARY PUBLIC/I.D. #__________
(Printed Name :______________________________)

THUS ACCEPTED, DONE AND PASSED by Seller in _______________, Louisiana, on the _____ day of ___________________, 2016, in the presence of the undersigned lawful witnesses, who hereunto sign their names with the said parties and me, Notary, after reading of the whole.

RECREATIONAL DISTRICT

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

BID REPORTS

Mr. Duhon read the following items:

The Committee to receive bids met on the date herein indicated and reviewed bids on the following project.
DATE: February 24, 2016

DESCRIPTION: New Covered Play Area for Calcasieu Parish Board

Fairview Elem., Kaufman Elem., T.H. Watkins, Ralph Wilson Elem. & Positive Connections

Funds: Riverboat Funds

BID NUMBER: 2016-04PC

DESIGNER: RANDY M. GOODLOE, AIA, APAC

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BASE BID</th>
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<tbody>
<tr>
<td>Shannon Smith Construction</td>
<td>$674,000.00</td>
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<tr>
<td>John D. Myers</td>
<td>$681,300.00</td>
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<tr>
<td>Pat Williams Construction</td>
<td>$736,000.00</td>
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<tr>
<td>Miller and Associates</td>
<td>$713,000.00</td>
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<td>Gunter Construction Inc.</td>
<td>$598,000.00</td>
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<tr>
<td>Keiland Construction Inc.</td>
<td>$684,000.00</td>
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<tr>
<td>Frey Construction</td>
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<tr>
<td>Central Auction House</td>
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The Committee recommends award of the contract to:

Gunter Construction ($598,000.00)

(Base Bid) in the amount of:

Five Hundred Ninety - Eight Thousand Dollars and 00/100

as the lowest qualified bidder meeting specifications.

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

The Committee to receive bids met on the date herein indicated and reviewed bids on the following project.

DATE: March 01, 2016
March 8, 2016

DESCRIPTION:
St. John & Combre-Fondel Elementary-New Outdoor Pavilion

FUNDS:
Riverboat Funds

BID NUMBER:
2016-03PC

DESIGNER:
Moss Architect Inc.

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<thead>
<tr>
<th>CONTRACTOR</th>
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<th>ALT. # 1</th>
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<td>Carlton Construction</td>
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<td>Gunter Construction</td>
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<td>John D. Myers</td>
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<tr>
<td>K &amp; J Development</td>
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<td>Keiland Construction</td>
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<td>$61,600.00</td>
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<td>Pat Williams Construction</td>
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<td>Sam Istre Construction</td>
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<td>Shannon Smith Construction</td>
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<tr>
<td>Acadiana Renovations, LTD</td>
<td>$493,500.00</td>
<td>$68,000.00</td>
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</tbody>
</table>

*K & J Development discovered an error in their bid calculation and withdrew their bid.

The Committee recommends award of the contract to: Keiland Construction

BASE BID PLUS ALTERNATE #1 IN THE AMOUNT OF:

FIVE HUNDRED TEN THOUSAND SIX HUNDRED DOLLARS AND NO/100
($510,600.00)

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE:
ALTERNATE #1: Provide all aluminum walkway covers as specified and shown on drawings.
March 8, 2016

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried. Mr. Hardy asked that he be given a break down in expenditures for each school.

Date: February 26, 2016
To: CPSB
From: Dr. Sheryl Abshire
Re: Bid Approval for E-Rate Yr. 19 (16-17)

Technology Department is requesting for approval for E-Rate Yr. 19 (16-17) on the following bids:

<table>
<thead>
<tr>
<th>319-C</th>
<th>Cellular</th>
<th>Proposals were received only from At&amp;t, Sprint, TMobile, Verizon Wireless</th>
<th>Bid awarded to Sprint for lowest price meeting specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>319-IA</td>
<td>Internet Access</td>
<td>Proposals were received only from At&amp;t, Hunt, Detel, Suddenlink, Level 3</td>
<td>Bid awarded to Suddenlink for lowest price meeting specifications</td>
</tr>
<tr>
<td>319-OO</td>
<td>WAN</td>
<td>Proposals were received from Detel, Suddenlink,Hunt</td>
<td>Bid awarded to Suddenlink for lowest price meeting specifications</td>
</tr>
<tr>
<td>319-PRI</td>
<td>POTS</td>
<td>Proposals were received from Cameron Communications, At&amp;t, Level 3, Suddenlink</td>
<td>Bid awarded to At&amp;t for lowest price meeting specifications</td>
</tr>
</tbody>
</table>

On a motion to approve by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.
March 8, 2016

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

RENEWALS:
THE FOLLOWING BIDS ARE UP FOR RENEWAL FOR THE 2016-2017 SCHOOL YEAR:

MAGAZINES RNL #1: TO WT COX SUBSCRIPTIONS IN THE AMOUNT OF $37,972.00
(GENERAL FUNDS)

LIBRARY BOOKS RNL #1: TO MACKIN IN THE AMOUNT OF $353,359.00 (GENERAL FUNDS)

PRE-PACKAGED SCHOOL SUPPLIES RNL #1: TO TEACHERS PET IN THE AMOUNT OF
$18.50/PKG (pre-k), $31.00/PKG (kind/elem), and $28.50/PKG (mdl/high) (TITLE X MCKINNEY
VENTO FUNDS)
Mr. Duhon read all renewal items and on a motion to approve all renewals by Mr. Dellafosse and a second by Mr. Breaux, the motion carried.

**PERMISSION TO ADVERTISE**

Mr. Duhon read the following item:

Official Journal/RFP/General Funds

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

**CONDOLENCES/RECOGNITIONS**

Mr. Caldarera asked that the Westlake High School Lady Ram Basketball Team be recognized for making it to the quarter finals.

Mrs. Ballard recognized the recent *From the Classroom to a 5K*, recognizing staff for the event. She also recognized the upcoming student art exhibit and the *Seusical the Musical* show at LaGrange High School.
March 8, 2016

Mr. Guidry thanked the coaches and the Sam Houston High School Baseball Team for taking the time and effort to visit with a Sulphur High School student, Cody Wynn, while he was undergoing treatment in Houston and they were there for a game. He also mentioned that Sam Houston High School put banners up recognizing the two DeQuincy High School students that were recently killed in a tragic auto accident.

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

The family of Mr. Gabe Barkate
The family of Mrs. Betty Chavis
The family of Ms. Tonika Goins

Mrs. Gay and Mr. Dellafosse asked for a letter of condolence to the family of Coach Roosevelt Washington.

COMMITTEE AGENDA ITEMS

Mr. Breaux asked for information on expanding capacity of the alternative school and re-evaluation of our employment practices for future hires.

Mr. Hardy asked for information on the even distribution of AP courses at high school level and attendance zone information regarding WashingtonMarion students and LaGrange students.

SCHEDULE COMMITTEES

Long Range Planning Committee Meeting……..March 15, 2016, 5:00 p.m.
Budget Committee Meeting.........................March 22, 2016, 5:00 p.m.
Insurance Committee Meeting.......................March 24, 2016, 5:00 p.m.
C&I Committee Meeting............................. April 26, 2016, 5:00 p.m.
A&P Committee Meeting (Tentative)............April 26, 2016 (to follow)

ADJOURN MEETING

On a motion to adjourn by Mr. Breaux and a second by Mr. Hayes, the meeting was adjourned at 7:47 p.m.

__________________________________________  ___________________________
John Duhon, President                                 Karl Bruchhaus, Secretary