

**AGENDA
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET
LAKE CHARLES, LOUISIANA
Tuesday, March 19, 2019**

- 1. Prayer** – Eric Tarver
- 2. Pledge of Allegiance** – David Spicer/Sulphur High School
- 3. Roll Call**
- 4. Approval of Minutes**
 - A. February 12, 2019
- 5. Presentations**
 - A. Presentation of Quiz Bowl All Parish Team/Tonya Moak, Quiz Bowl Coordinator
 - B. Presentation of Louisiana Certified Immersion Schools/Monique Roberts, ESL Consultant
 - C. Chennault Informational Presentation/Charles Dalglish and Tad Martin
- 6. Superintendent's Report**
- 7. Executive Session**
 - A. Expulsion appeal, Case #19-01, (Closed Session)
 - B. Take appropriate action (Open Session) of Case #19-01
 - C. Expulsion appeal, Case #19-02, (Open Session)
 - D. Take appropriate action (Open Session) of Case #19-02
- 8. Committee Reports**
 - A. A&P Committee/ February 26, 2019/Eric Tarver, *Chair*
 - B. Employee Benefits Committee/February 28, 2019/Ron Hayes, *Chair*
- 9. Take Appropriate Action**
 - A. Approval of amendment to maintenance services agreement with JCI/Sulphur High School Cooling Tower

- B. Approval to declare 2 house structures as surplus property/311 Pine Street, Sulphur, and 501 Lake Street, Westlake
- C. Approval of Resolution regarding employment of special counsel/Hammonds, Sills, Adkins & Guice, LLC
- D. Approval of Cooperative Endeavor Agreement with CPSB and the Workforce Development Board/Workforce Innovation and Opportunity Act of 2014
- E. Approval of Resolution adopting procedures for applications for Industrial Tax Exemption
- F. Approval of Head Start 2019 Community Assessment Report

10. Bid Reports

- A. Bid #2019-10PC/SJ Welsh Re-roofing/7th Grade South/\$50 million-dollar allocation
- B. Bid #2019-11PC/Barbe High/Re-roofing buildings J&H, Girls' Gym and Weight Room/\$50 million-dollar allocation
- C. Bid #2019-13PC/Brenda Hunter Head Start Improvements, Phase 2/District 31 Bond Funds (Bid opens after printing of agenda book—available prior to board date).
- D. Bid #2019-12PC/Vinton High School and Bell City High School/Track replacement/General Funds (Bid opens after printing of agenda book—available prior to board date)
- E. Bid #2019-08PC/Prien Lake Elementary Drainage/\$50 million-dollar allocation (Bid opens after printing of agenda book—available prior to board date)
- F. Bid #2019-07PC/ Phase 2 New two-story classroom wing, restroom renovations, hydronic piping/Washington-Marion High School/ District 31 Bond Funds (Bid opens after printing of agenda book—available prior to board date)
- G. Bid #2019-36/Asphalt overlay project/Moss Bluff Middle/\$50 million-dollar allocation
- H. Bid #2020-07/Copy Paper for 2019-2010 School Year/General Funds
- I. Bid # 2019-09PC/Pearl Watson Elementary interior and exterior improvements/ District 31 Bond Funds

11. Permission to Advertise

- A. Covered pavilions and restrooms for R.W. Vincent Elementary and LeBlanc Middle School/\$50 million-dollar allocation

12. Correspondence

- A. Change Order Number Two (2) for the Project, “Gillis Elementary Improvements, Phase I”, Bid # 2018-07PC; Sales Tax District 3; Moss Architects, Inc., Designer; Keiland Construction, LLC, Contractor; *Increase* of \$82,275.81 and *Increase* of Twenty-one (21) days.
- B. Beneficial Occupancy for the Project, “Classroom Pods, Phase X, S.J. Welsh Middle School 2 story/16 classroom pod”.

13. Condolences/Recognitions

14. Schedule Committees

C&I Committee.....MONDAY, March 25, 2019, 5:00 p.m.

Budget Committee.....(to follow)

15. Adjourn Meeting

February 12, 2019

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 Tuesday, February 12, 2019, at 5:00 p.m.

The meeting was called to order by Damon Hardesty, President. The prayer was led by Alvin Smith. The Pledge of Allegiance was led by Nicholas Reed, a student at Iowa High School.

ROLL CALL

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

Mr. Hardesty noted that Item 12. B. would be removed from the agenda and added at a later date.

APPROVAL OF MINUTES

On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the Minutes of the CPSB Meeting of January 15, 2019 were approved.

PRESENTATIONS

A. Presentation of NISL (National Institute for School Leadership) Participants/CAO Tommy Campbell

Clanton, Owen
Jackson, Willona
OQuain, Saberly
Spann, Julee
Thomas-Clark, Carolyn
VanMetre, Jason
Dowers, Kim
Fontenot Patrick
Landry, Kyle

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LeJeune, Renee
Pete, Robert
Smith, Cary
St. Mary, Shaalom
Bell, Pam
Heinen, Eric
Nunez, Scott
Ortego, Julie
Sylvest, Dan
Rollan Moore
Barrentine, Robert
Brinkley, Brad
Burkhead, Shauna
Caldarera, Max
Collins, Marlana
Doyle, Denise
Goodly, Jerome
Juneau, Kelly

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. All Board Members have received the January Head Start Report.

Program Governance

- Policy Council members attended the Calcasieu Parish School Board Budget Committee Meeting on January 29, 2019. The following items were discussed:
 - ✓ Financial Audit

Program Operations

- Enrollment – 448
- 2019-2020 Calcasieu Early Childhood Coordinated Enrollment begins Monday, February 18, 2019 and ends Tuesday, April 30, 2019. This is the first round of applications to be accepted for the 2019-2020 school year.

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2. All Board Members have received the January, 2019, Population Report.

3. I would like to report our current sales tax numbers for our general fund which show January, 2019, collections at \$1, 282,803 or 8.4% above budget for the 7th month of the 2018-2019 school year.

Collections are \$3,319,529 or 16.7% below collections for the same month last year.

Collections for the 2018-2019 year after 7 months are \$8,307,995 or 8.9% over budget and \$24,873,832 or 19.6 % under the same time period last year.

4. All Board Members that requested to be registered for the 2019 LSBA Convention here in Lake Charles have been registered. You should receive information from LSBA either by email or mail regarding the upcoming February 24-26 convention.

5. Please remember CPSB's annual *From the Classroom to a 5K event*, Saturday, February 23rd. Pre-registration ends this Monday, the 18th. The 5k and 1- mile Fun Run are open to all full-time CPSB employees and family members. Employees that pre-register and finish either run will receive a free tee shirt.

6. You are invited to the annual Partner in Education breakfast, which will be held on Wednesday, February 20, at 7:30 at the Civic Center Buccaneer Room. This is our way of showing appreciation to the many entities that help our schools through the Partner in Education program.

7. Staff will email a Board newsletter later this week that will provide updates on issues in the school system.

COMMITTEE REPORTS

A. C&I Committee/ January 29, 2019/Annette Ballard, *Chair*

Mrs. Ballard gave the following report:

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, January 29, 2019 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Annette Ballard; Chair, John Duhon; Vice Chair, Eric Tarver, Alvin Smith, Dean Roberts, Damon Hardesty, Bliss Bujard and Fred Hardy.

Other Board Members Present: Mack Dellafosse, Ron Hayes, Glenda Gay, Russell Castille, Billy Breaux, and Desmond Wallace.

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Board Members Absent: Aaron Natali,

The C&I Committee Meeting was called to order at 5:00 pm by Annette Ballard, Chairman. A quorum was present. The prayer and the pledge of allegiance was led by Mr. Wallace.

Tommy Campbell, Chief Academic Officer, presented the Board with the proposed 2019-2020 District School Calendar. The proposed calendar included 182 teacher workdays, nine of which were teacher PD days, 172.5 instructional days, and four emergency days.

A motion was made by Mr. Breaux and seconded by Mr. Duhon to accept the recommendation to approve the proposal for the 2019-2020 District School Calendar.

Teri Johnson, representing CFT, submitted a blue card to speak to the Board.

On behalf of the committee, Mrs. Ballard offered a motion to approve the calendar. A second was not needed and the motion passed on a vote.

There being no further business to discuss, Mrs. Ballard requested a motion to adjourn at 5:03 p.m. which was made by Mr. Breaux and seconded by Mr. Tarver.

B. Budget Committee/January 29, 2019/Dean Roberts, *Chair*

Mr. Roberts gave the following report:

The Calcasieu Parish School Board Budget/Fiscal Management Committee met, Tuesday, January 29, 2019, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. A quorum was present.

Mr. Roberts called the meeting to order at 5:04 p.m. and Mr. Bourne called roll.

Present: Dean Roberts - Chairman, Russell Castille - Vice Chairman, committee members Annette Ballard, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fred Hardy, Ron Hayes, Alvin Smith, Eric Tarver, Desmond Wallace and Secretary, Wilfred Bourne. Other Board members present were Billy Breaux and Bliss Bujard.

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Mr. Bourne first presented an extensive review of the Comprehensive Annual Financial Report. The 2018 fiscal year had a General Fund surplus of \$2,920,973 after transfers and special items. The General Fund had a total ending fund balance of \$95,073,126 with \$41,832,315 unassigned. This includes the effects of the \$30,000,000 transfer to the 2017 All Districts Capital Projects Fund. Freddy Smith CPA, Partner, and Don McLean CPA, Audit Manager with Postlethwaite and Netterville, our external auditing firm, presented the audit results for the School Board's CAFR for the fiscal year ending June 30, 2018. The School Board received an unmodified, clean audit opinion with no findings.

The Comprehensive Annual Financial Report has been submitted to the Association of School Business Officials International and the Government Finance Officers Association for national awards. The report has received certificates of excellence in financial reporting from the Association of School Business Officials International for the past 35 years and certificates of achievement for excellence in financial reporting for the past 30 years from the Government Finance Officers Association.

On motion by Mr. Tarver, seconded by Mr. Breaux, the 2017-2018 Comprehensive Annual Financial Report, Single Audit Report, and Management Report, were approved as presented.

On behalf of the committee, Mr. Roberts offered a motion to approve. A second was not needed and the motion passed on a vote.

The next item presented was school audits. Mr. Foster, Internal Auditing Director, briefly discussed several school audits and recommended that the following audits be approved: Extended Day Programs & Athletic Event Field reviews for: W.T. Henning Elementary, Lebleu Settlement Elementary, Westwood Elementary, and School Audits for E.K. Key Elementary, Sulphur High 9th Grade Campus, Washington Marion High, Westlake High, and St. John Elementary. Except for St. John, there were no significant deficiencies noted during the reviews. Internal Control Exception Reports ("ICER") were distributed to the related schools to address exceptions and ensure corrective action. St. John Elementary had significant deficiencies which were determined to not be the fault of the school for the lost financial documentation but that of the document storage company and the exception will not be included on the school audit.

On motion by Mr. Dellafosse, seconded by Mr. Hayes, the School Audits and Extended Day Programs and Athletic Event field reviews were approved as presented.

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On behalf of the committee, Mr. Roberts offered a motion to approve. A second was not needed and the motion passed on a vote.

Mr. Bourne then gave a current update on the status of Pod Project 10. Eight Pods are completed and five are near completion. This was presented as information only and did not require any action.

Next Mr. Bourne presented information pertaining to the upcoming Pod Project 11. Currently Architect Brad Evans is designing five pods which include Moss Bluff Elementary, Moss Bluff Middle, Prien Lake Elementary, Fairview Elementary and Kaufman Elementary. Architect David Moss is designing the pod for Gillis Elementary. Advertisement and bidding on the projects is expected in mid to late spring. Financing of the project with the sale of excess revenue certificates is also expected to be completed in mid to late spring. This was presented as information only and did not require any action.

Mr. Bourne then discussed and answered questions for the fiscal year 2018 per pupil expenditure analysis for the General Fund. This was presented as information only and did not require any action.

The final item to be discussed was the surplus asset at 309 Cherry St., in Sulphur. The school board has no use for the house structure, therefore, staff is requesting that it be declared as surplus property and offered for sale and be moved at the cost of the buyer.

On a motion by Mr. Breaux, and seconded by, Mr. Dellafosse, the house was declared surplus and to be sold.

On behalf of the committee, Mr. Roberts offered a motion to approve. A second was not needed and the motion passed on a vote.

There being no further business to discuss, on motion by Mr. Hardesty and seconded by Mr. Hayes the committee adjourned the meeting at 6:42 p.m.

TAKE APPROPRIATE ACTION

Mr. Hardesty read the following:

February 12, 2019

A. Approval of Calcasieu Child Care Resource and Referral Services Grant Application

Grant Title: Calcasieu Child Care Resource and Referral Services

Grant Source: State

Grant Amount: \$195,950.00

Schools: Calcasieu Parish Child Care Programs

Person Applying: Michelle L. Joubert – Early Childhood Director

Purpose: To ensure that more children are ready for kindergarten, a centralized location in Calcasieu Parish will continue to enhance high-quality teaching and early learning environment for children birth to 5. Louisiana has multiple Early Childhood programs serving birth to age five “at-risk” children that operate with public funds, such as Childcares, Head Start, Non-public School Early Childhood Development (NSECD) program and public-school pre-kindergarten programs. To ensure that more children are ready for kindergarten, the Early Childhood Care and Education Act of 2012 (Act 3) charged the State Board of Elementary and Secondary Education with unifying these programs into a high-quality system. The grant will continue to ensure technical assistance and coaching to childcare programs to improve interactions and instruction. The strategies being used to satisfy this mandate are:

1. Unify expectations for high quality teaching and early learning by observing teacher/child interactions with childcares
2. Support teachers and providers to reach expectations
3. Measure and recognize progress
4. Provide information and high-quality choices to families through the unified Coordinated Enrollment process mandated by Act 3

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

B. Approval of Calcasieu Parish School Board Head Start Program Grant Application

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

Grant Source: Federal

Grant Amount: \$3,905,273.00

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

February 12, 2019

Person Applying: Michelle L. Joubert – Early Childhood Director

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

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

C. Approval for re-naming of Iowa High School Gymnasium to David Buller Gymnasium

On a motion to approve by Mr. Natali and a second by Mr. Duhon, the motion carried. The required signatures on a petition for this item were received and on file as a part of the official archived Minutes.

D. Approval for re-naming of Iowa High School Basketball Court to Coach Asa "Joe" Foreman Basketball Court

On a motion to approve by Mr. Natali and a second by Mr. Roberts, the motion carried. The required signatures on a petition for this item were received and are on file as a part of the official archived Minutes.

BID REPORTS

Mr. Hardesty read the following:

A. Bid Approval for E-Rate Year 22 (19-20) for Technology Department

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322-NS, OWAP	Network Switches & Access Points	Proposals were received from Dell	Bid awarded to Dell for lowest price meeting specifications
322-Data Wiring & Equipment Installation	Data Wiring & Equipment Installation	Proposals were received from General Informatics and	Bid awarded to National Networks for lowest price meeting specifications

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

B. Bid 2019-23/Cafeteria Equipment for Ralph Wilson Elementary, J.D. Clifton Elementary, Pearl Watson Elementary, J.J. Johnson Elementary/District #31 Bond Funds

BID 2019-23 – CAFETERIA EQUIPMENT (DISTRICT 31 BOND) was opened on February 11, 2019 @ 2 PM

BIDS WERE SENT TO THE FOLLOWING:

ALACK REFRIGERATION
ASSOCIATED FOOD EQUIPMENT
LAFAYETTE RESTAURANT
NOLA RESTAURANT SUPPLY
SW BAR NEEDS

THE STAFF RECOMMENDS AWARDDING AS INDICATED BELOW AS BEING THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS:

ALACK REFRIGERATION \$48,400.00
HILTON'S FOOD SERVICE \$29,280.00

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

C. J.J. Johnson Elementary School, Bid #2019-05PC/Phase I Renovations/District #31 Bond Funds

DATE: January 09,2019

DESCRIPTION: JJ Johnson Elementary School - Phase 1 Renovations

February 12, 2019

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2019-05PC

DESIGNER: Griggs, Mitchell & Associates

CONTRACTOR	BASE BID
Pat Williams Construction	\$876,000.00
Brass Construction	no bid
R.E. Washington	no bid
Construct Connect	no bid
Central Auction House	no bid

The Committee recommends award of the contract to:

Pat Williams Construction

(Base Bid) in the amount of:

Eight Hundred Seventy-Six Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mrs. Gay and a second by Mr. Hardy, the motion carried.

PERMISSION TO ADVERTISE

Mr. Bruchhaus read the following:

A. Janitorial Supplies/Central Warehouse/General Funds

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

B. Food & Supplies/School Food Service Department/School Food Service Funds

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

C. Copy Paper/Central Warehouse/General Funds

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

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D. Sprinkler System Inspections/Maintenance Department/General Funds

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

E. RFP/Uniforms for Custodial & Cafeteria Personnel/General Funds

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

F. Restroom Improvements/Sulphur High School/\$50 million-dollar allocation

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

G. Restroom Improvements/E.K. Key Elementary/\$50 million-dollar allocation

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

CORRESPONDENCE

Mr. Hardesty read the following:

A. Change Order Number Fifteen (15) for the Project, “Classroom Pods-Phase X,” Project #1715; Champeaux, Evans, Hotard, APAC, Architect; Miller & Associates Dev. Co., Inc., Contractor; Increase of \$114,990.36 and Increase of Ten (10) days.

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

CONDOLENCES/RECOGNITIONS

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

Mr. Manuel Jackson

Mr. R.L. Webb

Mr. Terry Gaudet

Mrs. Belle Painter

Mr. Hayes asked for a letter of condolence to the family of:

Mr. R.L. Webb

Mrs. Hemphill

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Mr. Terry Gaudet
Mr. R.L. Webb

Mr. Castille and Mr. Breaux also included Mr. Gaudet, asking for a letter to his family.

Mr. Duhon asked for a letter of condolence to the family of Mrs. Nancy Wyman.

Mr. Smith asked for a letter of congratulations to Mrs. Linda Lockett, regarding her daughter being named the Louisiana High School Rodeo Queen.

Mrs. Ballard congratulated the NISL and EdCamp participants and Mr. Bruchhaus for help with the upcoming LSBA convention.

SCHEDULE COMMITTEES

A&P Committee.....February 26, 2019, 5:00 p.m.
Employee Benefits Committee.....February 28, 2019, 5:00 p.m.
C&I Committee.....March 26, 2019, 5:00 p.m.
Budget Committee.....(to follow)

ADJOURN MEETING

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Hardy, the meeting adjourned at 5:58 p.m.

President

Secretary

ITEM 5.A.

Quiz Bowl All Parish Team

Reed Allain - Vinton High School

Mason Dronet - Westlake High School

Joseph Hughes - Barbe High School

Jordan Savoie - Sulphur High School

Item 5.B.

Louisiana Certified Immersion Schools

2017-2018

Frasch Elementary School-Spanish

2018-2019

Elementary Schools

Henry Heights Elementary-French

Prien Lake Elementary-French

Middle Schools

Moss Bluff Middle School-French

Oak Park Middle School-Spanish

S. J. Welsh Middle School-French

W W. Lewis Middle School-Spanish

ITEM 8.A.

Calcasieu Parish School Board Administration and Personnel Committee Minutes February 26, 2019

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, February 26, 2019 in the Board Room at 3310 Broad Street, Lake Charles, Louisiana. A quorum was present.

Mr. Tarver called the meeting to order at 5:10 p.m.

Present: Committee members, Eric Tarver, Fred Hardy, Annette Ballard, Bliss Bujard, Dean Roberts, Desmond Wallace and Shannon LaFargue, Secretary. Other Board Members present were Billy Breaux and Damon Hardesty.

Absent: Russell Castille, Mack Dellafosse, John Duhon, Aaron Natali and Alvin Smith

Dr. LaFargue presented revisions to Calcasieu Parish School Board Policies. **Policies DFD – Tax and Bond Elections and Sales, DJE – Purchasing, GAEAA – Sexual Harassment, GBC – Personnel Recruitment, JBCC – Student Assignment, GBD – Employment of Personnel, GBDA – Employment of Retired Personnel, GBRIB – Sick Leave, GBRIC – Maternity and Adoptive Leave, GBD-AP – Staff Hiring-Administrative Procedures.**

**FILE: DFD
Cf: DE, DFA**

TAX AND BOND ELECTIONS AND SALES

TAX AND BOND ELECTIONS

The Calcasieu Parish School Board shall call elections for the public to vote on tax or bond revenue issues. Every bond, tax, or other election at which a proposition or question is to be submitted to the voters shall be held only on one of the dates set forth by state law or upon proper application to and approval of the State Bond Commission on a date not provided by statute. The proposition placed on the ballot submitted to the voters in any bond election shall state the kinds and sources of revenues which shall be pledged to retire the bonds, should the proposition be successful.

Public notice of the date, time, and place of any meeting at which the School Board intends to propose, increase, or renew any ad valorem property tax or sales and use tax, and authorize the calling of an election for submittal of such question to the voters shall be both published in the official journal of the School Board no more than sixty (60) days nor less than twenty (20) days before such public meeting and shall be announced to the public during the course of a public meeting no more than sixty (60) days nor less than twenty (20) days before such public meeting; and notice of such meeting shall be written and hand delivered or transmitted by email to each voting

member of any governing authority of a political subdivision that is required to approve such a measure previously adopted by another governing authority and to each state senator and representative in whose district all or a portion of the political subdivision is located, no more than sixty (60) days nor less than twenty (20) days before such public meeting. Email delivery shall be made to the official email address of such voting members or legislators and to any other address provided in writing to the School Board by such a voting member or legislator.

If such a meeting is postponed or cancelled, notice of any subsequent meeting to consider taking action regarding property or sales taxes shall be published in the School Board's official journal no less than ten (10) days before the subsequent meeting.

If consideration of or action upon the tax proposal is postponed, or if no action was taken regarding the tax proposal, then any subsequent meeting to consider the tax proposal shall be subject to the provisions of the above second paragraph of this policy.

If, at a meeting held in accordance with above provisions, the School Board adopts such a measure, the provisions shall not apply to a subsequent meeting if the only action taken at the subsequent meeting is one which results in a change to the previously adopted measure that reduces the rate or term of the tax in the measure and thereby reduces the total amount of tax that would be collected under the measure, or substantially reduces the cost to the School Board of any bond or debt obligation to be incurred by the School Board.

On the date and at the hour and place specified in the notice of election, the School Board, in public session, shall examine and canvass the returns and declare the result of the elections. The result shall be promulgated by one publication in the official journal of the School Board.

SALE OF BONDS

After an election authorizing the School Board issuance of bonds, the School Board may proceed to issue the bonds within the parameters approved by the electors. The School Board shall have the authority to adopt all procedures necessary for the authorization, sale, and delivery of bonds, including the right to enter into all contractual arrangements as may be necessary to effectuate the purpose for which the bonds are being issued under terms determined by the School Board.

Bonds issued may be sold at a public or private sale upon such terms, in the manner and by following such procedures as may be determined by the School Board. No bond issued shall be required to be registered with the secretary of state or any other office or official.

All bonds shall be advertised for sale on sealed bids, which advertisement shall be published at least once a week for three (3) weeks, the first publication to be made at least fifteen (15) days preceding the date fixed for the reception of bids. Advertisement shall be in the official journal of the governing authority at least fifteen (15) days before the date fixed for the reception of bids. Notice of sale shall also be published once a week for three (3) weeks preceding the date fixed for the reception of bids, either in a financial paper published in the city of New York or the city of Chicago, or in a newspaper of general circulation published in a city of the state of Louisiana having a population of not less than twenty thousand inhabitants, according to the last federal census.

Revised: May, 2011

Revised: October 8, 2013

Revised: February 10, 2015

Revised: December, 2018

Ref: Constitution of Louisiana, Art. VI, Sec. 30, Sec. 33; La. Rev. Stat. Ann. "18:1281, 18:1282, 18:1283, 18:1284, 18:1285, 18:1286, 18:1293, 39:503, 39:505, 39:521, 39:570, 39:1421, 39:1422, 39:1423, 39:1424, 39:1424.1, 39:1425, 39:1426, 39:1427, 39:1428, 39:1429, 42:19.1; Board minutes, 2-7-12, 10-8-13, 2-10-15.

PURCHASING

**FILE: DJE
Cf: DI, DJE-AP, DJED**

Purchases of supplies, equipment, services and major repairs, including construction/ renovation public works contracts, shall adhere to rules and regulations set forth in applicable Louisiana Revised Statutes.

All purchasing for the school system to be paid from School Board funds shall be made by the Superintendent or his/her designee in conformance with existing regulations and procedures of the School Board and the laws pertinent to state and federal agencies. Budget allocations for specific purposes shall constitute advance School Board approval for all purchases except in such cases as state law or School Board policy may require. No debt shall be contracted in the name of the Calcasieu Parish School Board without action by the School Board, except those items which are provided for in the regular budget. All purchase orders shall be properly signed by the Superintendent or his/her designee.

Purchases shall be made at the lowest possible cost to the school system consistent with the system specifications of quality and service.

Each principal shall assure that purchases by the individual school shall be made in accordance with applicable state and federal law, and administrative regulations and procedures developed by the Superintendent and staff, and as further detailed in the School Board's handbook, *School Activity Funds, Principles and Procedures*.

No employee, officer or agent of the Calcasieu Parish School Board shall participate in the selection, award, or administration of a contract or purchase of supplies, materials and equipment if a conflict of interest, real or apparent would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of their immediate family;
3. His or her partner or business associate;

4. An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

The Calcasieu Parish School Board's employees shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. All purchasing shall comply with the U.S. Department of Education Department *General Administrative Regulations* (EDGAR), the *Louisiana Public Bid Law*, the *Louisiana Code of Governmental Ethics*, the *Louisiana Procurement Code*, and applicable state or federal regulations.

PROCUREMENT METHOD

Depending on the funding source and purchase amount, the following procurement methods shall be used:

Procurement Methods	Federal Requirement Uniform Grants Guidance Section 200.320	State Requirement Title 38 La. Bid Law R.S. 38:2212.1	State Requirement Title 39 La. Procurement Code R. S. 39:1551-1755 Executive Order: JBE 2017-18	Action required
Micro Purchases (new method)	Purchases less than \$10,000 No competitive process required.	Purchases less than \$1,000 No competitive process required.	Purchases less than \$5,000 No competitive process required.	Title 38 - Follow more restrictive state requirement. Title 39 - Follow more restrictive state requirement.
Small Purchases (informal)	\$10,000-\$250,000 Price or rate quotation from adequate number of qualified sources.	\$1,000 - \$10,000 3 or more quotes suggested but not required.	Purchases less than \$5,000 No competitive process required.	Title 38 - Follow more restrictive state requirement. Title 39 - Follow more restrictive state requirement.
		\$10,000 - \$30,000 Solicit 3 or more quotes.	\$5,000 - \$15,000 Solicit 3 or more quotes.	Title 38 and Title 39 Align with federal requirement.
			\$15,000 - \$25,000 Solicit 5 or more quotes.	Title 39 - Follow more restrictive state requirement.
Sealed Bids (formal advertising)	Exceeding \$250,000 Publicly bid and award to lowest responsible bidder.	Materials and Supplies Exceeding \$30,000 Public Works Exceeding \$154,450 Publicly bid and award to lowest responsible bidder.	Exceeding \$25,000 Refer to LA Procurement Code (R.S. 39:1551-1755)	Title 38 - Follow more restrictive state requirement. Title 39 - Follow more restrictive state requirement.
Competitive Proposals	Exceeding \$250,000 Request for Proposal from adequate number of sources; must have written method for selecting recipients.	Materials and Supplies Exceeding \$30,000 Public Works Exceeding \$154,450 Publicly bid and award to lowest responsible	Exceeding \$25,000 Refer to LA Procurement Code (R.S. 39:1551-1755)	Title 38 and Title 39 Follow more restrictive state requirement.

	bidder.		
Noncompetitive Proposals – Sole Source Purchases	<p>Sole source purchases are appropriate only under the circumstances listed below. These circumstances must be adequately documented.</p> <ol style="list-style-type: none"> 1. The item procured is only available from a single source; 2. The purchase is in response to a public emergency that will not permit a delay resulting from the competitive process; 3. The purchase is expressly authorized by awarding or pass-through agency in response to written request from the School Board; or 4. After soliciting a number of sources competition is deemed inadequate. Process must be adequately documented. 		

The School Board may choose by resolution to adopt the *Louisiana Procurement Code* in part or in its entirety. The School Board may also purchase from vendors with state contracts that have been pre-approved by the *Office of State Procurement* (OSP).

USE OF FEDERAL FUNDS

Procurement of materials and supplies made when using federally generated funds shall follow the appropriate procurement method as summarized in the above chart.

Solicitations from Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

When spending federal funds, the Calcasieu Parish School Board shall take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Louisiana Economic Development Agency, and Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this section.

Exclusion or Rejection of Quotes or Bids

A contract award or a purchase made with federal funds shall not be made to parties listed on the government-wide exclusions in the *System for Award Management* maintained by the U.S. Government, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

USE OF STATE FUNDS

Procurement of materials and supplies when using state or locally generated funds shall follow the procurement method as summarized in the above chart. As noted in the chart, the procurement method may be dependent on whether the School Board has adopted the provisions of Title 38 or Title 39 of the Louisiana Statutes as it pertains to the actual purchase.

Financing Purchases

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

Use of State Contract

If equipment, materials or supplies are available from a State of Louisiana Contract, the Superintendent and/or his/her designee may approve the purchase without using one of the purchasing procedures outlined in statutory provisions, if advantageous to the School Board.

The School Board may also *piggyback*, or purchase materials and supplies on valid contracts of other political subdivisions. In doing so, the School Board shall obtain documentation from the other agency that clearly demonstrates the contract was previously bid and is a viable contract. The price paid by the School Board shall be the same as the contract's bid price.

Louisiana Procurement Code

State law authorizes School Boards to adopt all or any part of the *Louisiana Procurement Code* as contained in state statutes (La. Rev. Stat. Ann. '39:1551-39:1755). For proper and efficient operations, the Calcasieu Parish School Board may adopt, by resolution or otherwise, pertinent provisions of the *Louisiana Procurement Code*, accompanying administrative regulations as promulgated in the *Louisiana Procurement Code*, as well as guidelines and policies issued by the state's Office of State Purchasing relevant to the procurement of materials, supplies, merchandise, and other types of property.

Sole Source Provider

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

Qualified Group Purchasing Organizations

A *qualified group purchasing organization* means an organization, whether for profit or not for profit, of which two (2) or more public school districts are members and which solicits proposals or bids from vendors of materials, equipment, or supplies of the type and nature as may be purchased by a public school district or public school.

As provided in La. Rev. Stat. Ann. §38:2212.1, the School Board may enter into an agreement with: (A) one or more School Boards to form a qualified group purchasing organization; or (B) one or more qualified group purchasing organizations for the purchase of materials, equipment, and supplies, including installation thereof. Any such agreement shall require that the qualified group purchasing organization submit a price list for those materials, equipment, and supplies offered by it and that the prices quoted on the list remain in effect for a stated period of time of not less than three (3) months. Any such price list shall be considered, for all purposes, to be a valid and binding bid by the qualified group purchasing organization during the effective period of the agreement, and no additional bid by the qualified group purchasing organization is necessary.

The School Board may purchase materials, equipment, or supplies directly from or through a qualified group purchasing organization if the price is less than that for the same or substantially similar materials, equipment, or supplies on the state contract or bid list.

Competitive Online Solicitation

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

Prior to the use of a competitive online solicitation process, the School Board may require that:

1. Vendors register before opening dates and time, and as part of the registration, require that the vendors agree to any terms and conditions and other requirements of the solicitation.
2. Vendors be prequalified prior to placing bids and allow only bidders who are prequalified to submit bids.
3. The solicitation shall designate an opening date and time and the closing date and time. The closing date and time may be fixed or remain open depending on the structure of the item being bid.
4. At the opening date and time, the School Board shall begin accepting online bids and continue accepting bids until the bidding is officially closed. Registered bidders shall be allowed to lower the price of their bid below the lowest bid posted on the Internet until the closing date and time.
5. Bidders' identities shall not be revealed during the bidding process; only the successively lower prices, ranks, scores, and related bid details shall be revealed.
6. All bids shall be posted electronically and updated on a real-time basis.
7. The School Board shall retain the right to cancel the solicitation if it determines that it is in the School Board's best interest.
8. The School Board shall retain its existing authority to determine the criteria that will be used as a basis for making awards.

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

1. The advertisement or notice shall be published two (2) times in a newspaper in the locality, the first advertisement to appear at least fifteen (15) days before the opening date of the reverse auction. In addition to the newspaper advertisement, the School Board may also publish an advertisement by electronic media available to the general public.
2. The first publication of the advertisement shall not occur on a Saturday, Sunday, or legal holiday.

VENDORS

The School Board shall seek business and bids from all eligible vendors, regardless of race, creed, color, sex, national origin, age or handicap. No favoritism shall be extended to any vendor. Each order shall be placed on the basis of quality, price and delivery; past services being a factor if all other considerations are equal.

No person officially connected with or employed by the School Board shall be an agent for, or have any pecuniary or beneficial interest in or receive any compensation or reward from any vendor for the sale of supplies, materials, equipment, services or public works contracts.

No employee of the School Board shall solicit or accept, directly or indirectly, anything of economic value as a gift or gratuity from any vendor representative or agent of a vendor, or a prospective vendor or contractor.

Revised: June, 2010

Revised: November, 2011

Revised: February 10, 2015

Revised: February 14, 2017

Revised: May, 2017

Revised: December 2018

Ref: 2 CFR 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), 48 CFR 2.101 (*Definitions*); La. Rev. Stat. Ann. "33:4712.7, 38:2211, 38:2212, 38:2212.1, 38:2214, 38:2218, 38:2219, 38:2271, 38:321.1, 39:1551, 39:1552, 39:1553, 39:1554, 39:1554.1, 39:1556, 39:1557, 39:1558, 39:1597, 39:1710; School Activity Funds Principles and Procedures; Board minutes, 5-11-10, 2-7-12, 2-10-15, 2-14-17.

FILE: GAEAA
Cf: GAAA, GAE, GAMC
Cf: GBK, JAA, JCED

SEXUAL HARASSMENT

The Calcasieu Parish School Board recognizes that sexual harassment is a violation of state and federal law. The Board, therefore, will not tolerate any sexual harassment on the part of any public servant towards another public

servant or a student. Conduct in violation of this prohibition shall result in severe disciplinary measures, up to and including dismissal.

Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or inappropriate conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment/education; or
2. Submission to or rejection of such conduct by an individual is used as a basis for employment/education decisions affecting the individual; or
3. Such conduct unreasonably interferes with an individual's work/education performance or creates an intimidating, hostile, or offensive work/education environment; or
4. The conduct explicitly or implicitly affects an individual's employment or the holding of office.

Public servant means a School Board employee or elected official.

Sexual harassment may include verbal harassment such as derogatory comments, jokes, or slurs, or remarks or questions of a sexual nature; physical harassment such as unnecessary or offensive touching; and visual harassment such as derogatory or offensive posters, cards, cartoons, graffiti, drawings, looks, or gestures.

REPORTING PROCEDURE

Any person who believes he or she has been the victim of sexual harassment by a public servant or non-employee volunteer of the Calcasieu Parish School Board, or any person with knowledge or belief of conduct which may constitute sexual harassment should immediately report the alleged acts to the public servant's immediate supervisor who, in turn, shall submit it to the Superintendent or his/her designee. If the alleged acts were committed by the public servant's immediate supervisor, the complaint should be directed to the Superintendent or his/her designee or to the Calcasieu Parish School Board's General Counsel. If criminal activity is involved, the victim should also report the incident to local law enforcement. Sexual harassment by a non-employee volunteer should be reported to the appropriate Administrative Director or the Chief Operating Officer. The person to whom the complaint is given shall promptly prepare a written report and forward it to the Superintendent or his/her designee.

Both Federal and State laws prohibit sexual harassment. Employment related sexual harassment complaints may be filed with the U.S. Equal Employment Opportunity Commission, and/or with the Louisiana Commission on Human Rights. Sexual harassment complaints by students may be submitted to the School Board's Title IX Coordinator or to the Office for Civil Rights, U.S. Department of Education. There are other government agencies which may have jurisdiction over employment related complaints. These complaint procedures are in addition to those provided herein.

Administrators and supervisors who become aware of any allegation of possible sexual harassment shall report such allegations to the Superintendent or designee. All reports received shall be properly and adequately

investigated. Appropriate disciplinary action shall be taken when violations of this policy have been determined. The Board shall prohibit retaliation against an employee or student for a complaint made or for participating in an investigation of alleged harassment.

Nothing contained in this policy and/or procedure shall restrict or diminish the authority of the Superintendent to suspend any employee in accordance with the policies of the Calcasieu Parish School Board, state law, and applicable statutes.

INVESTIGATIONS AND RECOMMENDATIONS

1. The School Board shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the School Board's legal obligations and the necessity to investigate allegations of harassment, and take corrective or disciplinary action when prohibited conduct has occurred.

Upon receipt of a report or complaint alleging sexual harassment by a public servant or non-employee volunteer, such a complaint shall be immediately investigated by personnel designated by the Superintendent to conduct such investigation utilizing the procedures outlined in policy *GAMC, Investigations*. The investigation may also include personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint, as well as a review of related charges, if any, personnel files, work records and other pertinent information. In determining whether alleged conduct constitutes sexual harassment, the Superintendent or designee should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred.

A report shall be made to the Superintendent upon completion of the investigation involving a public servant or non-employee volunteer. The report may include a finding that the complaint was unfounded, informally resolved, or recommended to the Superintendent for disciplinary action.

2. Upon receipt of a recommendation that the report or the complaint is valid, the Superintendent shall take such action as appropriate based on the results of the investigation, up to and including termination of employment.
3. The Superintendent shall discipline any individual who retaliates against any person who reports alleged sexual harassment or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a sexual harassment complaint. *Retaliation* shall include, but is not limited to, any form of intimidation, reprisal or harassment at the time of a report or any time after a report.
4. Whether a particular action or incident is a personal, social relationship without a prohibited discriminatory effect requires a determination based on all the facts and surrounding circumstances.

5. Under certain circumstances, sexual harassment of a student may constitute sexual abuse under the Louisiana Children's Code. In such situations, School Board personnel are *mandatory reporters* and shall comply with *Article 609(A)* of the Louisiana Children's Code and directly report the sexual abuse to the appropriate agency. Also, activity of a criminal nature should be reported by the victim to local law enforcement.
6. Notice of this policy shall be posted on the School Board's website and shall be circulated to all schools and departments of the Calcasieu Parish School Board and referenced in teacher handbooks. Training sessions on this policy and the prevention of sexual harassment shall be held in all schools on an annual basis. Training sessions for new non-teaching employees shall be conducted annually. Those who are designated by the Superintendent to receive or investigate complaints of sexual harassment shall receive additional education and training. Students shall be notified at least annually of the prohibition of sexual harassment, and that complaints of sexual harassment are to be made to their school counselor, principal, or to the Superintendent. Records of compliance with these training requirements must be submitted by each school and department head to the Superintendent or his/her designee.
7. Both Federal and State laws prohibit sexual harassment. Employment related sexual harassment complaints may be filed with the U.S. Equal Employment Opportunity Commission, and/or with the Louisiana Commission on Human Rights. Sexual harassment complaints by students may be submitted to the School Board's Title IX Coordinator or to the Office for Civil Rights, U.S. Department of Education. There are other government agencies which may have jurisdiction over employment related complaints. These complaint procedures are in addition to those provided herein.

Revised: December, 2018

Ref: 42 USC 2000e et seq. (*Civil Rights Act of 1964*); 29 CFR §1604.11 (*Guidelines on Discrimination Because of Sex*); La. Rev. Stat. Ann. §§14:41, 14:42, 14:42.1, 14:43, 14:81.4, 17:81, 23:967, 42:341431, 42:342432, 42:343, 42:344; La. Civil Code, '2315.

SEXUAL HARASSMENT AS SEXUAL ABUSE

Under certain circumstances, sexual harassment of a student may constitute sexual abuse under the Louisiana Children's Code. In such situations, School Board personnel are *mandatory reporters* and shall comply with *Article 609(A)* of the Louisiana Children's Code and directly report the sexual abuse to the appropriate agency. Also, activity of a criminal nature should be reported by the victim to local law enforcement.

NOTIFICATION OF POLICY

Notice of this policy shall be posted on the School Board's website and shall be circulated to all schools and departments of the Calcasieu Parish School Board and referenced in teacher handbooks. Training sessions on this policy and the prevention of sexual harassment shall be held in all schools on an annual basis. Training sessions for new non-teaching employees shall be conducted annually. Those who are designated by the Superintendent to receive or investigate complaints of sexual harassment shall receive additional education and training. Students

shall be notified at least annually of the prohibition of sexual harassment, and that complaints of sexual harassment are to be made to their school counselor, principal, or to the Superintendent. Records of compliance with these training requirements must be submitted by each school and department head to the Superintendent or his/her designee.

Revised: June, 1999

Revised: December, 2018

Ref: 42 USC 2000e et seq. (*Civil Rights Act of 1964*); 29 CFR §1604.11 (*Guidelines on Discrimination Because of Sex*); La. Rev. Stat. Ann. §§14:41, 14:42, 14:42.1, 14:43, 14:81.4, 17:81, 23:967, 42:341, 42:342, 42:343, 42:344; La. Civil Code, '2315; Board minutes, 8-4-92.

FILE: GBC
Cf: GBBA, GBD

RECRUITMENT

The Calcasieu Parish School Board shall make a concerted effort to recruit the best qualified applicants available. When vacancies occur in existing positions or when new positions are created, and such positions are not filled by transfer of qualified personnel, the Superintendent or his/her designee shall post notice of the vacancy and shall have the discretion to advertise for certain positions when circumstances warrant.

When filling vacancies in positions of authority or those with policymaking duties, the Superintendent or his/her designee shall not utilize only oral contacts and interviews of applicants considered, or use any other means to circumvent the provisions of state statute. Nothing, however, shall prohibit oral contact prior to a person becoming an applicant or shall prohibit oral contact which may result in a written application or other documents.

APPLICATIONS

Applications submitted for positions within the jurisdiction of the School Board shall be maintained on active status for a period of one (1) year from the date of receipt by the personnel department. Each individual seeking employment shall complete and submit the appropriate application designed for the position sought, and an employee seeking reassignment or promotion shall file the appropriate documents in a timely manner for each position sought.

Disclosure of Information by Applicant

As part of the application process, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of *sexual misconduct with students*, as defined by the Louisiana Board of Elementary and Secondary Education (BESE), and outlined in the *Louisiana Handbook for School Administrators*, Bulletin 741, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School

Board.

3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
4. All actual or investigated cases of *abuse* or *neglect* committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

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

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

The Superintendent, or principal, with the approval of the Superintendent, may employ any applicant on a conditional basis pending a review of any information obtained pursuant to this request. Permanent employment shall not occur until the information has been satisfactorily verified. However, in accordance with statutory provisions, the Superintendent shall not hire any applicant who does not sign the release of information statement as required by law.

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

In addition to the above, as part of the application process, the School Board shall request the applicant's performance evaluation results, if applicable. The applicant, once the evaluation results have been received, shall be given an opportunity to review the information received and provide any response or information the applicant deems appropriate.

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

Disclosure of Applicant's Records

The name of each applicant for certain positions of authority or those with policymaking duties, the qualifications of such an applicant, and any relevant employment history or experience of such an applicant shall be available for public inspection, examination, copying, or reproduction as provided for in the statutory provisions governing public works.

Bus Operators

All persons, prior to employment as a bus operator with the Board, shall fill out an application form. Each applicant shall complete all prerequisites required by law and Bulletin 119, *Louisiana Student Transportation Specifications and Procedures*, before he/she shall be considered for employment as a bus operator or substitute bus operator.

Upon completion of the prerequisites, the applicant's valid application shall be filed in the personnel department for consideration of employment to fill vacancies as they occur. All applications shall be validated each year.

CRIMINAL HISTORY OF APPLICANTS

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

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

1. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
2. A person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a bus operator, substitute bus operator, or janitor, or as a temporary, part-time, or permanent school employee of any kind.
 - A. The School Board may hire a person as an administrator, teacher, or substitute teacher who has been convicted of or plead *nolo contendere* to a felony not listed in La. Rev. Stat. Ann. §15:587.1(C), who has been found to have submitted fraudulent documentation to the Louisiana Board of Elementary and Secondary Education (BESE) or the Louisiana Department of Education (LDOE) as part of an application for a Louisiana teaching certificate or other teaching authorization, or who has been found to have facilitated cheating on any state assessment if BESE properly issues a teaching certificate or authorization after a formal appeal request submitted by the person.
 - B. The School Board may reemploy an administrator, teacher, or other school employee who has been dismissed for conviction of a crime, except a crime listed in La. Rev. Stat. Ann. 15:587.1(C) only upon written approval of the district judge of the parish and district attorney, or upon written documentation from the court in which the conviction occurred stating that the conviction has been reversed, set aside, or vacated. Such statement of approval from the judge and district

attorney and any written documentation from the court shall be kept on file and produced upon request by law enforcement.

No later than thirty (30) days after the documentation is placed on file by the school, the school principal shall submit a copy of said documentation from the court to the Louisiana Superintendent of Education.

Revised: November, 2006

Revised: June, 2012

Revised: March 13, 2018

Revised: December, 2018

Ref: La. Rev. Stat. Ann. "15:587, 15:587.1, 17:15, 17:24.2, 17:81, 17:81.9, 17:83, 17:430, 17:3884, 23:291, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; La. Children's Code, Art. 603, 606; Board minutes, 2-6-07, 8-7-12, 3-13-18.

FILE: JBCC

Cf: JBCC-AP, JBCCD

STUDENT ASSIGNMENT

ATTENDANCE ZONE REQUIREMENTS

The Calcasieu School Board shall have authority and responsibility for the assignment, placement, transfer, and continued education of all students attending schools within its jurisdiction. The School Board shall require a student to attend the appropriate school as determined by the residence (domicile) of the student or the parent, legal guardian, or if he/she is eighteen years old or has been emancipated by a court order, by the student's own domicile. However, the School Board reserves the authority and responsibility to assign and/or transfer a student to any of the public schools within its jurisdiction, if circumstances warrant. The parent or legal guardian of a pupil may file in writing to the School Board an objection to the assignment of the pupil, in which case the School Board shall review the assignment and investigate the circumstances in order to render a decision.

The School Board, by statute, shall be required to assign a student to attend any public school requested by a parent or other legally responsible person when the requested school has space available and is of suitable grade level, and the child resides not more than one (1) mile from such school. Such assignment shall be made if not specifically contrary to the provisions of law, rule, regulation, or an order of a court of competent jurisdiction. Assignment shall also be made without regard to parish boundaries.

Legal custody is defined as the legal status created by a court order which establishes in a custodian the right to have physical custody of the child or minor. The school principal or designee shall be responsible for monitoring the school enrollment list and shall immediately terminate and/or transfer an unauthorized student.

Any child temporarily residing within the district who has no permanent address, or who has been abandoned by

his/her parent, or who is in foster care, shall be enrolled and allowed to attend school in the zone appropriate to the special circumstance of the child. Surrogate parents may be appointed when appropriate for special needs students.

Elementary Child Care Hardship

A parent or guardian of a child enrolled in elementary grades may request permission for the child to attend school out-of-zone due to child care needs. (An example of a child care hardship case would include the case of a single working parent with limited income who is dependent on a relative for assistance in caring for a child while the parent works.) Requests based on child care needs may be made as the need arises and will be approved based on the merits of the individual case. Transportation to an out-of-zone school for child care purposes shall be the responsibility of the parent or legal guardian.

Requests Due to Changes in Residence

A student whose parents or legal guardian move to another school zone during the course of a semester may request permission to remain at the initial school until the end of the semester. If the student is a graduating senior, he/she may request permission to remain at the initial school until the end of the school term. However, no out-of-zone permit shall be issued to a student whose legal domicile changed prior to the beginning of a school term. Transportation for students requesting to remain at their initial school after a change in residence shall be the responsibility of the parent or legal guardian.

VERIFICATION OF RESIDENCE

The School Board shall require verification of residence of those students whose residence is suspected to be outside the attendance zone of the school the student is attending. When investigating the residence of a student, the School Board shall attempt to verify the primary place of residence of the legal parent or legal guardian. Such verification of residence shall be based on such items as the following:

1. Voter registration card of parent or custodian, or
2. Property tax statement of parent or custodian showing homestead exemption, or
3. Certified copy of any judicially ordered tutorship, custody or guardianship of any minor child student not domiciled or in the custody of their natural and/or legal parents. Verification of the physical residency of the legal custodian, tutor/tutrix or nonparent shall also be required, or
4. Any other documentation as may be stipulated by the School Board.

ASSIGNMENT OF STUDENTS WITH EXCEPTIONALITIES

Unless the *Individualized Education Program* (IEP) of a student with an exceptionality, except a gifted and talented student, requires some other arrangement, the School Board shall require the student with such an exceptionality to be educated in the school that the student would attend if he/she did not have an exceptionality. However, if the educational needs of the student cannot be achieved satisfactorily in a regular class setting, the student may be placed in an educational environment designed to meet the appropriate needs of the student, as determined by the IEP committee.

However, a student with an exceptionality, except a gifted and talented student, shall be assigned to a school as requested by the parent, in accordance with La. Rev. Stat. Ann. §17:1944, if all the following conditions are met:

1. The parent submits a written request to the School Board responsible for the student and the respective School Board having jurisdiction over the school being requested, by not later than April first of the school year preceding the school year for which the parent is requesting the school assignment. The request shall include a recommendation from at least two (2) licensed physicians who have treated the student during the year prior to the submission of the request.
2. The School Board responsible for the student and the respective School Board having jurisdiction over the school being requested by the parent enter into an agreement for the assignment of the student to the requested school.
3. The requested school is located at least ten (10) miles from the school to which the student is assigned, in accordance with applicable school attendance zone requirements.
4. The requested school is located at least fifteen (15) miles from the student's home.
5. The requested school is not located in a public school district in which fifty percent (50%) or more of the public schools in the district are charter schools and fifty percent (50%) or more of the public schools in the district participate in a single application and enrollment process for public school enrollment.

CLASSROOM ASSIGNMENT

Generally, student assignments in K through 8 will be made by the principal of the school. However, in some cases schools may be structured so that students in higher grades may select classes and courses of study. The placement of a student shall be based on grades, achievement test scores, and participation in special programs.

High School

Selection of classes and courses of study in grades 9 through 12 shall be uniformly made by individual students. Assistance in planning course of study and selection of classes shall be provided by teachers, counselors, and administrators. Each student shall be furnished a schedule of classes offered and requirements for graduation. Some classes may have prerequisites for enrollment.

Multiple Siblings

In grades kindergarten through second grade, the parent of twins, triplets, etc. (more than one child at a single birth event) may request that their children be placed initially in the same, or separate, classrooms, if the children are in the same grade at the same school. Such a request shall be presented to the Superintendent or his/her designee no later than fourteen (14) days either after the first day of the school year or after the first day of attendance if the child enrolls after the fourteenth day of the school year. Notwithstanding any law, rule, regulation, or School Board policy to the contrary, the request of the parent for initial placement shall be granted subject to further review.

As soon as possible after the end of the student's first grading period, the Superintendent or his/her designee shall

review the initial placement of the child. If the Superintendent or his/her designee, in consultation with the school principal, the child's(ren's) teacher(s), and the parent, determines that the initial placement of the children is disruptive to the school or is not in the best educational interests of the child(ren), the initial placement of the child shall be modified, and the child(ren) shall be placed in accordance with School Board policy otherwise applicable to the child(ren).

Teachers with Felony Convictions

At the request of a student's parent or legal guardian, a student shall be removed from the class of any teacher who has a felony conviction and placed in another class.

Revised: September, 1992

Revised: December, 1992

Revised: November, 1993

Revised: January, 2004

Revised: September, 2008

Revised: December, 2009

Revised: February 14, 2017

Revised: December, 2018

Ref: La. Rev. Stat. Ann. "9:951, 9:952, 9:953, 9:954, 17:15, 17:81, 17:104.1, 17:221.2, 17:221.4, 17:221.5, 17:238, 17:1944; *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education; Board minutes, 8-4-92, 9-16-03, 10-7-08, 3-16-10, 2-8-11, 2-14-17.

FILE: GBD
Cf: DFF, GBC, GBD-AP
Cf: GBDA, GBJ, GBM

EMPLOYMENT OF PERSONNEL

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

The Superintendent or his/her designee shall be responsible for establishing and maintaining appropriate procedures for reviewing and evaluating any and all applicants for selection, including administrative and supervisory personnel, and assuring adherence to applicable state and federal legal requirements. Selection of personnel to fill all positions shall be based upon performance, effectiveness, and qualifications applicable to each specific position. Decisions shall be made on a non-discriminatory basis with selection procedures and evaluative

criteria known to all applicants. Applicants should not resort to the use of political, social, or other pressures to gain employment or promotion.

Teachers and all other personnel shall be selected for employment by the Superintendent. It shall be the responsibility of the Superintendent to ensure that all persons recommended have proper certification where applicable, and are qualified for the position. Seniority and tenure shall not be used as the primary criteria when making any employment decision.

The Superintendent shall delegate to the school principal all decisions regarding the employment of any teacher or other personnel at the school in which the principal is employed, subject to the approval of the Superintendent.

The Superintendent and/or his/her designee shall consult with teachers regarding any possible selections made by the Superintendent for the hiring or placement of a principal at the school in which such teachers are employed, subject to the provisions of any applicable court order.

BUS OPERATORS

Whenever a school bus operator is needed to drive a new route or a route vacated by a previous operator, the school bus operator who is tenured and has acquired the greatest seniority shall be offered the opportunity to and may change from driving his/her route to the vacant route before another operator is selected. The School Board shall notify such bus operator of the route vacancy by mail to his/her residence. If the tenured bus operator with the greatest seniority chooses not to change to the vacant route, the route shall then be offered in order of seniority to a school bus operator who has acquired tenure.

If no tenured operator chooses to change to the vacant route, the route shall then be offered to a full-time probationary bus operator.

If no regular bus operator, tenured or probationary, chooses to change to the vacant route, then a substitute bus operator shall be selected for the position from a list of approved substitute school bus operators. If no tenured, probationary, or substitute bus operator wants the route, then a new operator shall be hired.

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

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

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

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

Substitute operators for bus routes shall have and shall meet the same qualifications as regular operators.

FEDERAL OR STATE GRANT FUNDED POSITIONS

Whenever the School Board is the recipient of grants from federal, state or private funding agencies for supplementing and/or funding of innovative educational strategies, long range planning, and special supportive services, such grants may fund staff positions related to the grants. *Grant-funded positions* may be full-time or part-time positions established for specific periods of time, not to exceed the scheduled termination date of the applicable grant funded. The letter of appointment sent to an employee for grant-funded positions shall state that continuation of the employee's service in that position shall be contingent upon the continuing availability of funds from the applicable grant funding source.

Revised: December, 1990

Revised: May, 2007

Revised: December, 1992

Revised: September, 2008

Revised: November, 1993

Revised: September, 2009

Revised: December, 1995

Revised: August, 2010

Revised: October, 1997

Revised: November, 2010

Revised: June, 1998

Revised: March, 2011

Revised: October, 1998

Revised: June, 2012

Revised: October, 2001

Revised: September 13, 2016

Revised: August, 2005

Revised: December, 2018

Revised: December, 2005

Revised: September, 2006

Revised: October, 2006

Ref: La. Rev. Stat. Ann. "17:81, 17:81.9, 17:413, 17:493.1, 23:897; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Board minutes, 7-21-87, 9-6-94, 8-18-98, 5-7-02, 8-16-05, 5-9-06, 7-11-06, 2-6-07, 5-1-07, 10-7-08, 5-5-09, 1-12-10, 2-8-11, 10-2-12, 9-13-16.

FILE: GBDA
Cf: GBA, GBD

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 received by the School Board's Personnel Department 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. 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 pre-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, school counselor, school psychologist, interpreter, educational transliterator, or educator of the deaf or hard of hearing, 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:
 - (1) A position for a substitute classroom teacher who teaches any student in pre-kindergarten 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.
 - (3) A position for a school nurse.
 - (4) A position for a presenter or professional development training.
 - (5) A position for a tutor for any student in pre-kindergarten through twelfth grade.
 - (6) A position for a classroom teacher employed in a temporary capacity to proctor tests.
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 shall mean a situation in which the School Board has advertised and posted notice of positions to be filled and has received fewer than three (3) certified applicants. 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 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 retiree is employed, unless fewer than three (3) applicants have applied for the position, each of whom 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 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 homes or hospitals or other learning situations 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 returning to active service may result in a reduction in retirement benefits received, in accordance with statutory provisions.

Retired Member Not Considered a Retired Teacher

A retired member not considered a *retired teacher*, 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*. Other reports shall be submitted as required by state law.

BUS OP

ERATORS

A bus operator who has retired from service may be employed and return to service as a full-time bus operator. If a retired bus operator is reemployed, the Superintendent shall certify to the BESE that a shortage of qualified bus operators exists in the school district.

Whenever a retired bus operator 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 operator a declaration stating the School Board's intent to reemploy the bus operator. 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 operator shall be subject to retirement benefits and other conditions in accordance with La. Rev. Stat. Ann. §11:1006. Upon the bus operator'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 operators 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 operator is reemployed, the School Board shall pay to LSERS the actuarial cost for the bus operator that is in excess of the cost that would have been incurred if the School Board had reemployed the bus operator pursuant to the provisions of La. Rev. Stat. Ann. §11:1006.

OTHER NON-CERTIFIED EMPLOYEES

Any retired non-certified employee, other than a bus operator, may be reemployed as a full-time, 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: March 8, 2016

Revised: August, 2011

Revised: December, 2018

Revised: November, 2012

Ref: La. Rev. Stat. Ann. §§11:710, 11:1006, 11:1007, 17:81; Board minutes, 10-5-10, 2-7-12, 2-5-13, 3-8-16.

SICK LEAVE

The Calcasieu Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay in accordance with the following schedule:

<u>Months Employed</u>	<u>Sick Leave Days per Year</u>
9	10
10	11
11	11
12	12

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a *teacher* employed by the School Board shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum of ten days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed, and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only *three days* of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

All other employees (10, 11, and 12 month employees) will be given a minimum of 10, 11, or 12 days which will be based on the employee's hire date. If hired after the appropriate starting time, their sick leave will be prorated from a schedule established by the Personnel Department.

TERMINOLOGY

Statutes governing sick leave for School Board personnel include differing provisions for different categories of employees. For purposes of this policy, the following terminology shall apply:

A *teacher* shall mean any person employed by the School Board who holds a valid teaching certificate or any social worker, guidance counselor, or school psychologist employed by the School Board who holds, as applicable, a valid professional ancillary certificate.

A *bus operator* shall mean any person employed by the School Board who operates a school bus transporting children under the supervision of the School Board.

A *school employee* shall mean any person employed by the School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus operator.

The use of the term *employee* shall include all three categories of personnel.

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician certifying such absence upon return to work. In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a physician specified by the Superintendent or School Board, in order to verify the existence of an illness, injury, or medical emergency.

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, printed, or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the illness or injury, date of the illness or injury, and the anticipated return-to-work date.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

SICK LEAVE FOR EMERGENCIES

Emergencies for sick leave purposes shall be defined by the School Board as:

1. serious illness or disability of immediate family (spouse or children);
2. serious illness or disability of the employee's parents or those to the spouse, brothers and sisters or those of the spouse; or
3. wedding of the employee.

Emergencies not listed shall be considered by the Superintendent.

EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 15, 1999 for all *teachers* and *bus operators* employed as of that date, on August 15, 2008 for *school employees* employed as of that date, or on the effective date of employment for those employees employed after the dates above. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

Unused days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

Definitions

Child means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing in *loco parentis* to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

Immediate family member shall mean a spouse, parent, or child of the employee.

Infant means a child under one year of age.

Medical necessity shall be the result of a catastrophic illness or injury, a life-threatening, chronic, or incapacitating condition, as certified by a physician, of the employee or a member of his/her immediate family.

Parent means the biological parent of an employee or an individual who stood in *loco parentis* to the employee.

Extended Sick Leave for Maternity or Adoptive Purposes

Each *teacher* granted maternity or adoptive leave in accordance with state law and who has no remaining sick leave balance available may be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a physician as relating to infant or maternal health.

Gainful Employment Permitted

An employee may undertake additional gainful employment while on extended sick leave, provided **all** of the following conditions are met:

1. The employee can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the employee has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
2. The physician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the employee to return to the School Board all compensation paid during any week of extended sick leave in which the employee worked more than twenty (20) hours and to reimburse the School Board all related employment costs attributable to such period as calculated by the School Board, without any restoration of leave days.

Application Process

On every occasion that a *teacher* uses extended sick leave, a statement from a licensed physician certifying that it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health, or that it is a medical necessity, shall be presented prior to extended sick leave being taken.

On every occasion that a *bus operator* or *school employee* uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the *bus operator* or *school employee* to be absent for at least ten (10) consecutive work days shall be presented prior to extended sick leave being taken.

The required physician's statement may be presented along with the request for extended sick leave subsequent to the *teacher's* or *school employee's* return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation is presented within three (3) days after the *teacher* or *school employee* returns to service. However, the School Board or the Superintendent reserves the right to question the validity of the medical certification after the three day period.

If the period an employee is on extended sick leave is anticipated to carry over from one school year to the start of the next school year, another application and physician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. A *teacher* shall be required to provide a certificate from a physician certifying the disability. A *bus operator* or *school employee* shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

Disability, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any employee is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

Any *teacher* who is disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while disabled as a result of rendering such assistance. Any *school employee*, but not a *bus operator*, disabled in a similar manner shall receive up to ninety (90) days of such sick leave. The *teacher* or *school employee* shall be required to present a certificate from a physician certifying the disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

The School Board shall not reduce the pay or accrued sick leave of any *teacher* or *school employee* who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student.

If the *teacher's* or *school employee's* physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the *teacher's* or *school employee's* leave shall be granted or continued as provided by statute.

VALIDITY OF PHYSICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the physician's certification for any type of sick leave request made by a *teacher*, or for extended leave or leave requested as a result of physical assault or battery made by a *bus operator* or *school employee*, the School Board may require the employee to be examined by a licensed physician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the physician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. If the physician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a *third* licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the School Board or Superintendent. The final determination of medical necessity or certification of a disability shall be based on the opinion of the third physician.
3. In the determination of the validity of a physician's certification, the opinion of *all* physicians consulted shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to

the public records law.

The School Board shall pay all costs of any examinations and tests determined to be necessary.

SICK LEAVE/WORKERS' COMPENSATION

Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the *teacher* shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the *teacher's* option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the *teacher* was receiving at the time of injury or disability. The *teacher* shall be required to present a certificate from a physician certifying such injury or incapacitation.

VESTING OF SICK LEAVE

All sick leave accumulated by a *teacher* or *school employee*, but *not a bus operator*, shall be vested in the *teacher* or *school employee* by whom such leave has been accumulated. In the event of the transfer of a *teacher* or *school employee* from one school system to another in Louisiana, or upon the return of such *teacher* or *school employee* to the same school system within five (5) years or such longer period that may be approved by the School Board to which the *teacher* or *school employee* returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the *teacher* or *school employee*, such vested leave which remains unused or for which the *teacher* or *school employee* has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to, or continued by the School Board and shall be retained to the credit of *teacher* or *school employee*.

PAYMENT UPON RETIREMENT OR DEATH

Upon the retirement of any employee, or upon the employee entering or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the Calcasieu Parish School Board who participates in the *Deferred Retirement Option Program* (DROP) shall be eligible for and may elect to receive on a one-time basis severance pay (accrued sick leave up to a maximum of twenty-five (25) days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

Revised: December, 1991

Revised: January, 2010

Revised: December, 1995

Revised: July, 2010

Revised: June, 1999

Revised: September, 2012

Revised: August, 1999

Revised: September 9, 2014

Revised: September, 1999

Revised: March 13, 2018

Revised: August, 2001

Revised: December, 2018

Revised: September, 2001

Revised: June, 2003

Revised: September, 2004

Revised: September, 2008

Ref: La. Rev. Stat. Ann. "14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 3-17-92, 6-5-01, 3-11-03, 12-7-04, 10-7-08, 1-12-10, 7-13-10, 10-2-12, 9-9-14, 3-13-18.

**FILE: GBRIC
Cf: GBRIB, GBRIBA**

MATERNITY AND ADOPTIVE LEAVE

MATERNITY LEAVE

The Calcasieu Parish School Board shall grant leaves of absence to regular employees for a reasonable time before and after the birth of a child. *Reasonable period of time* means that period during which the female employee is disabled on account of pregnancy, childbirth, or related medical conditions. *Regular employees*, for purposes of this policy, shall mean teachers serving under contract (not to include substitute teachers or teachers replacing others on leave) and other female employees who are employed by the School Board on a regular basis. Such leave shall be granted upon proper application to the School Board for maternity leave.

An applicant for maternity leave must select one (1) of four (4) plans denoted below in order to receive maximum maternity leave benefits, and each applicant is encouraged to confer with an appropriate supervisor in order to ensure the selection of the best plan of benefits. Options for taking maternity leave are as follows:

1. Plan A - The employee shall be absent and have enough accrued sick leave to cover the entire leave period.
2. Plan B - The employee shall be absent and will exhaust all accrued sick leave and will use the extended sick leave provision in accordance with policy *GBRIB, Sick Leave*.
3. Plan C - The employee shall be absent and will exhaust all accrued sick leave and all extended sick leave and will be docked the daily rate of pay for all absences not covered by sick leave.
4. Plan D - The employee shall be on *leave without pay* only.

Maternity leave shall not affect the accrual of sabbatical leave or tenure provisions to which the employee may be entitled.

Disability due to pregnancy shall be treated as any other personal illness; therefore, a physician's statement shall be needed to administer the leave effectively and to provide the employee with maximum benefits. Physician statements shall be submitted as follows:

1. *Physician Excuse* – This is due after six consecutive absences and should verify the beginning of the leave. This shall allow for continuation of paychecks. The Extended Leave Physician's Statement form shall be used if the extended sick leave is being used for any part of the absence. Physicians' excuses are valid for a maximum of six (6) weeks.
2. *Release to Return to Work* – This is due on or about six (6) - eight (8) weeks after the birth of the child and should verify the date the physician releases the employee due to the pregnancy or adoption. An employee must have a release to return to work.

ADOPTIVE LEAVE

The School Board shall grant leaves of absence not to exceed thirty (30) days to regular employed teachers after the legal adoption of a child. If multiple children are adopted on the same date, the event shall be considered a single qualifying event. The granting of such leave shall not affect any of the tenure rights with the teacher may have acquired under state law.

Each *teacher* granted adoptive leave in accordance with state law who has no remaining sick leave days available may also be granted up to thirty (30) days of extended sick leave in each six-year period of employment for personal illness related to illness of an infant, or for required medical visits certified by a physician as relating to infant health.

Adoptive leave shall not interrupt the consecutive service for sabbatical leave purposes.

Revised: December, 2018

Ref: La. Rev. Stat. Ann. "17:1171, 17:1201, 17:1202, 17:1211, 23:334, 23:341, 23:342.

Calcasieu Parish School Board

FILE: GBD-AP
Cf: [GBD](#)

CALCASIEU PARISH SCHOOLS
ADMINISTRATIVE PROCEDURES

DATE ISSUED: 5-9-06

SUBJECT: STAFF HIRING

PROCEDURES FOR SELECTION OF ADMINISTRATIVE AND SUPERVISORY PERSONNEL

Upon the creation of a new administrative or supervisory position, or a vacancy in an

existing position, except for the position of Superintendent of Schools, the Superintendent shall notify all schools and departments within the school system that applications are being accepted. This shall be done by sending an email to all Calcasieu Parish School board employees. In addition, job postings are immediately posted on the CPSB website under Job Opportunities. Potential employees have the option to create an online profile and request email notifications for new job postings.

1. The time-period for submitting applications and other pertinent criteria shall be stated as applicable.
2. Application forms will be available online at www.cpsb.org.
3. All applications will be reviewed and processed by the Personnel Department.
4. A list of applicants for the position will be forwarded to the Superintendent and Board Members.
5. The appropriate interviewers will interview those correctly certified applicants pursuant to the Interviewing Register (See attachment).
6. Applicants may be required to respond in writing to a position statement or a set of questions.
7. After the interviewers have completed all interviews, they will submit a written recommendation to the Superintendent wherein a rationale for the recommendation is included.
8. The Superintendent will meet with the appropriate administrators to evaluate the position and applicants, as needed.
9. Unless otherwise provided by law, the Superintendent shall hire personnel.
10. A copy of the recommendations from the interviewers and the Superintendent will be filed with the Personnel Department.

Time Frames

The announcement of a vacancy should include sufficient time for the applicants to respond.

Ideally, a fourteen (14) day announcement period would be established for accepting applications. Subsequently, all applicants would be interviewed, and the interviewers would provide the Superintendent with a recommendation following the completion of the interview process.

Many times, the district needs to employ a replacement and/or a new hire immediately; therefore, these emergency assignments will be made on a temporary basis and only for so long a period of time as is required to implement the normal placement process.

Interviewing Register - Administrative Positions

<u>Available Position</u>	<u>Interviewers In Ascending Order</u>
Chief Operating Officer Chief Academic Officer Chief Financial Officer Chief Technology Officer	Superintendent
Directors	Pursuant to organizational chart including Personnel Dept. Staff Member(s)
Supervisors	Pursuant to organizational chart and generally, Personnel Dept. Staff Members and Chief Academic Officer/Chief Operating Officer
Principals	Director, Personnel Dept. Staff Members, and/or Chief Academic Officer or designees
Assistant Principal	Principal, Director, and Personnel Dept. Staff Members

- Notes:
- (1) Superintendent reserves the right to interview any and/or all candidates as appropriate.
 - (2) The Superintendent may establish a committee or assign persons to assist the interviewers in the interview process.

SELECTION PROCESS

Applicants shall be responsible for reviewing their personnel records in the Calcasieu Parish School Board Personnel Office to assure that all pertinent information and records are on file for use by the reviewing committee.

Calcasieu Parish School Board will use the following non-discriminatory standards for the selection of administrative personnel. Any individual to be considered for an

administrative position will be evaluated by the following criteria:

PHASE I		Maximum Points
<u>Application Letter</u>		1
<u>Professional Preparation</u>		7
1.	Doctorate Degree	3 points
2.	Specialist Degree	2 points
3.	Masters + 30	1 point
4.	Leadership Academy/Parish Adm. Workshops	1 point
<u>Grade point Average (Graduate Level)</u>		2
1.	3.5 to 4.0	2 points
2.	3.0 to 3.4	1 point
<u>Teaching Experience Classroom</u>		3
1.	11 + years	3 points
2.	6 to 10 years	2 points
3.	1 to 5 years	1 point
<u>Professional and Civic Organizations</u>		
1.	Membership	1 point
2.	Leadership Position	1 point
<u>Administrative Experiences (Educational)</u>		11
1.	Principal (5 if level under consideration)	4 points
2.	Assistant Principal	2 points
3.	Supervisor	2 points
4.	Director/Other	2 points
When appropriate, applicants will be required to respond in writing to a position statement or set of questions worth a maximum of 5 points.		5
PHASE I - MAXIMUM SCORE		31

PHASE II

An interview committee from the administrative staff shall be appointed by the Superintendent for the purpose of conducting an oral examination of each applicant. The committee will consist of the appropriate personnel, administrator, and the appropriate interviewers listed on the Interviewing Register. The central office staff and review committee will develop questions, appropriate for any given position, to be asked of each applicant during the interview. The interview will not exceed a total of 30 points.

PHASE III

When all available information on the candidates has been collected, including the criteria for evaluating applicants in Phase I and II, the members of the committee, through the appropriate Associate Superintendent, will make written recommendation for the position to be filled to the Superintendent along with the rationale for the recommendation. The Superintendent will make a recommendation to the Board from the applicants submitted to him by the interview committee.

Ref: Board minutes, [5-9-06](#)

Calcasieu Parish School Board

On a motion by Annette Ballard and seconded by Fred Hardy, it was recommended to approve **Policies DFD, DJE, GAEAA, GBC, JBCC, GBD, GBDA, GBRIB, GBRIC, and GBD-AP.**

There being no further business to discuss, on a motion by Billy Breaux and seconded by Fred Hardy, the committee adjourned the meeting at 5:13 p.m.

Shannon LaFargue
Secretary

ITEM 8.B.

MINUTES EMPLOYEE BENEFITS COMMITTEE FEBRUARY 28, 2019

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at 3310 Broad Street, Lake Charles, Louisiana, on Thursday, February 28, 2019, at 5:00 p.m. The meeting was called to order by Ron Hayes, Chairman. Ron Hayes gave the invocation and Billy Breaux led the Pledge of Allegiance.

The roll was called by Skylar Giardina with a quorum being present. The following committee members were in attendance; Ron Hayes, Chairman; Billy Breaux, Damon Hardesty, Mary Margaret David, Wayne Foster, Mike Hill, Carolyn Touns, Hattie White, Kimberly Tyree and Suzanne Heath.

Kristina Kramer an employee of CPSB spoke on a blue card.

Mr. Ron Hayes asked to add a second item to the agenda Trustmark Basic and Option Life Renewal. Billy Breaux made the motion to add and seconded by Hattie White. The motion passes unanimously.

Ms. Skylar Giardina introduced Ms. Kathy Sonnier, with Insurance Resource Group, for presentation of the group health insurance for the policy year May 1, 2019 - April 30, 2020.

Ms. Kathy Sonnier introduced Mr. Chris France the new Regional Director of Blue Cross Blue Shield

Summary of Ms. Sonnier's and Skylar Giardina's presentation:

- The rate adjustment for the 2019-2020 plan year is no increase.
- Internal Pharmacy Plan Changes
 - o Closed Formulary
 - o Excluding Select Drugs with Over-the-Counter Options
- Medical Payments were up 7.4% or \$1,343,049
- Rx Payments increased \$1,666,180
- Ineligible claims (Prior Year) decreased by \$185,911
- Net claims paid increased by \$3,195,140
- Specific Insurance Reimbursement increased by \$298,890
- Net claims against aggregate insurance limit increased by \$2,896,251
- Average per contract per month increased by \$55.50 or 7.4%.
- Explanation of an increase in claims but no increase in premiums:
 - o At 18-19 renewal, CPSB voted not to purchase the Aggregate Reinsurance
 - o Aggregate Stop-Loss Insurance is a policy designed to limit claim losses to specific

- amount so that if claims are high, it will not effect the financial reserves of a plan
- CPSB was required to fund an additional 10% of expected claims when purchasing the policy
- The coverage protected the plan up to \$2 Million after Expected Claims + 10%.
- It was decided at 18-19 renewal to designate \$2 Million of the fund's current reserves in the event our claims exceeded the attachment point and save the \$369,000 premium needed to purchase the policy.

In short, premiums will remain flat (i.e. no increase) for 19-20 since the current premium is sufficient to cover expected claims.

Additional considerations:

- CPSB will be responsible for the first \$925,000 of the medical cost for LASERED participant versus \$800,000 in 18-19.
- On a motion by Mr. Breaux, seconded by Mr. Hardesty, it was recommended to approve 0% increase in premiums for 2019/2020 plan year. The motion passed unanimously.
- On a motion by Mr. Breaux, seconded by Mr. Hardesty, it was recommended to designate \$5.6 Million of the reserve in the fund balance for health claims above our established limits. The motion passed unanimously.
- Staff also recommended that if 18-19 claims do not significantly increase through April, to propose a one-month payment holiday.
- Ms. Skylar Giardina advised the committee the renewal with Trustmark Life Insurance came in with a 0% increase for a basic and optional life insurance for the May 1, 2019 – April 30, 2020 policy year. A motion was made by Billy Breaux, seconded by Damon Hardesty to accept the renewal quote and passed unanimously.

Ms. Skylar Giardina informed the board that Tammy Logan has retired effective 02/28/19 and welcomed Stacey Vezinot who will be taking Tammy's place as Health Insurance Office Manager.

There being no further business, a motion to adjourn was made by Damon Hardesty and seconded by Mike Hill and passed unanimously at 5:50 p.m.

Skylar Giardina
Secretary

ITEM 9.A.

AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

THIS AMENDMENT TO THAT CERTAIN MAINTENANCE SERVICES AGREEMENT ("Amendment") is effective as of this 1st day of January 2019, by and between Johnson Controls, Inc. (hereinafter referred to as "JCI") and Calcasieu Parish School Board (hereinafter referred to as "Customer").

RECITALS

WHEREAS, on June 29, 2016, JCI and Customer entered into that certain Maintenance Services Agreement (the "Original Agreement"), whereby JCI provided Services Customer at various facilities and buildings owned by Customer (the "Premises") for the term of the Agreement; and

WHEREAS, JCI and Customer have reconsidered certain aspects of the parties' approach in the Agreement, as provided below.

NOW THEREFORE, in consideration of the mutual covenants agreements and conditions herein contained and for other and valuable consideration, the receipt and sufficiency is hereby acknowledged, Customer and JCI agree as follows:

Schedule A-Equipment Replacement Contingency Fund (Fund): Add the following

"Sulphur High School Cooling Tower Replacements - A single appropriation of \$258,772 will be placed in the contingency fund for the replacement of the existing (2) two cooling towers. All work shall be performed in calendar year 2019 and adhere to all requirements and guidelines in the Master Service Agreement Schedule A and said paragraph.

IN WITNESS WHEREOF, the parties executed this Amendment to Maintenance Services Agreement as of the day and year first above written.

CALCASIEU PARISH SCHOOL BOARD

JOHNSON CONTROLS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ITEM # 9.B.

TO: Board Members
FROM: Wilfred Bourne
SUBJECT: Surplus assets-311 Pine St., Sulphur; 501 Lake St., Westlake
DATE: March 12, 2019

Recently, the purchase of the lot with a house structure at 311 Pine St., Sulphur, and 501 Lake St., Westlake, were completed (see attached maps & pictures). The school board has no use for the house structures, therefore, staff is requesting that they be declared as surplus property and offered for sale via the best means possible to the highest bidder. The houses are to be moved at the cost of the buyer.

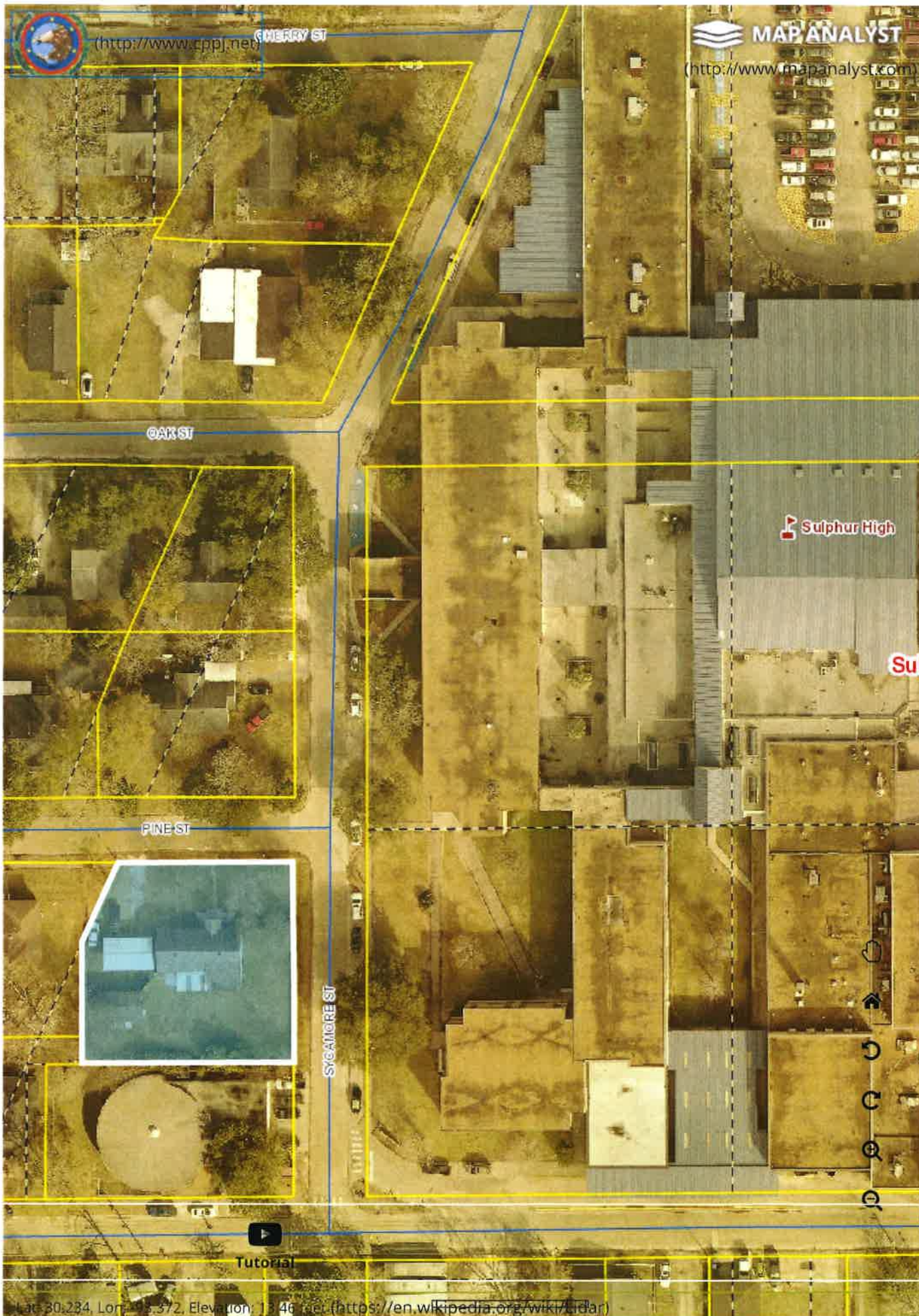
Subject Photo Page

Borrower/Client	Danny Perry				
Property Address	311 Pine St				
City	Sulphur	County	Calcasieu	State	LA Zip Code 70663
Lender	Client: Danny Perry				

**Subject Front**

311 Pine St
 Sales Price N/A
 Gross Living Area 1,453
 Total Rooms 8
 Total Bedrooms 3
 Total Bathrooms 2
 Location Suburban
 View Residential
 Site 16,395 sf
 Quality Average
 Age 60

**Subject Rear****Subject Street**



C

Tutorial

Lat: 30.284, Lon: -95.372, Elevation: 13.46 m (https://en.wikipedia.org/wiki/Sidar)

Subject Photo Page

Borrower	Calcasieu Parish School Board					
Property Address	501 Lake St					
City	Westlake	County	Calcasieu	State	LA	Zip Code 70669
Lender/Client	CPSB					



Subject Front

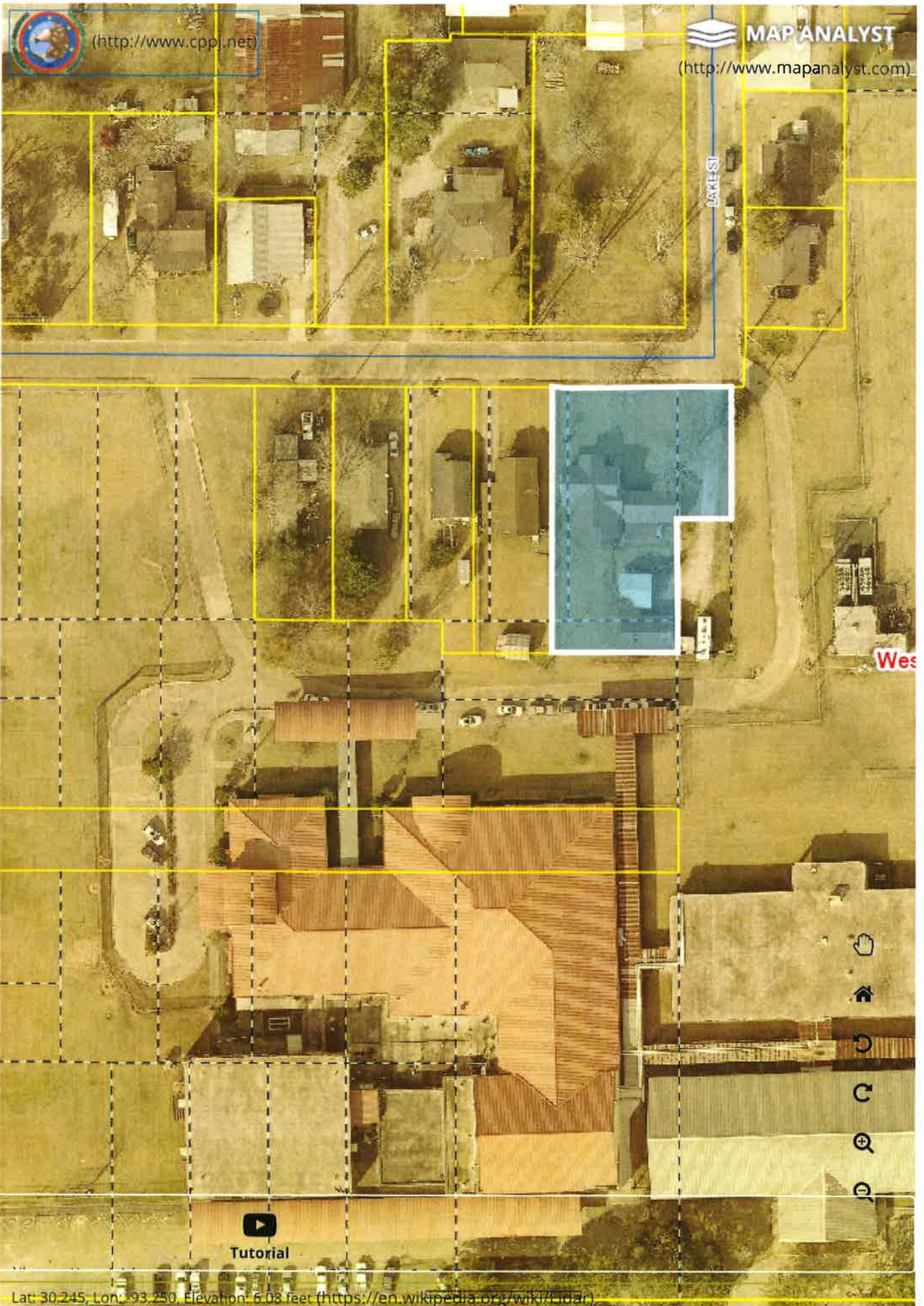
501 Lake St
Sales Price 0
Gross Living Area 2,112
Total Rooms 7
Total Bedrooms 2
Total Bathrooms 2.0
Location Urban
View Residential
Site .37 ac
Quality Average
Age 64



Subject Rear



Subject Street



Lat: 30.245, Lon: -93.250, Elevation: 6.08 feet (<https://en.wikipedia.org/wiki/Lidar>)

RESOLUTION OF CALCASIEU PARISH SCHOOL BOARD
REGARDING EMPLOYMENT OF SPECIAL COUNSEL

WHEREAS, Louisiana Revised Statutes 42:263 authorizes the retention of special counsel by any parish school board upon a statement of reasons why such counsel is necessary and upon the approval by the Attorney General; and

WHEREAS, a real necessity exists and the Calcasieu Parish School Board is in need of special counsel with experience, training, and expertise in personnel, finance, insurance, and workers' compensation matters, and litigation; and

WHEREAS, through its representation of various school boards throughout the State of Louisiana, the law firm of Hammonds, Sills, Adkins & Guice, LLP of Baton Rouge, Monroe and Bossier, Louisiana, has special experience, training and expertise in school board policy implementation, as well as defense of lawsuits against school boards.

NOW, THEREFORE, BE IT DULY RESOLVED by the Calcasieu Parish School Board in regular session duly convened:

Section I – This School Board does hereby employ the law firm of Hammonds, Sills, Adkins & Guice, LLP of Baton Rouge, Monroe and Bossier, Louisiana as special counsel with training, experience and expertise for the purpose of advising, consulting, and representing this School Board in connection with personnel, finance, insurance, and workers' compensation matters, as well as litigation which involves personnel, finance, workers' compensation, personal injury and property damage claims, and other lawsuits against the School Board, particularly but not exclusively sealed record proceedings No. 2019–000645 in the 14th Judicial District Court and claims including those by the parents of D.P. against Calcasieu Parish School Board.

Section II – Said law firm shall be paid for their services at hourly rates equal to the maximum hourly fee schedule for special counsel published by the Attorney General of the State of Louisiana in effect at the time of the services. The paralegal rate shall be \$75.00 per

hour and to be reimbursed for out-of-pocket expenses for long distance telephone calls, document duplication, expert witness fees, court reporter fees, printing costs, travel expenses and other expenses as a result of the legal services to and for this School Board.

Section III – Said law firm shall keep itemized time records for presentation to the Superintendent with respect to services rendered at said hourly rates and the expenses incurred, and the Superintendent is hereby authorized and directed to pay same upon submission and receipt thereof.

Section IV – This employment is effective immediately upon adoption of this resolution. The vote, in open meeting, on the resolution was as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

CERTIFICATE

I hereby certify that the foregoing Resolution was adopted by the Calcasieu Parish School Board in regular session duly convened on _____, 2019 and that same has not been rescinded or repealed.

LAKE CHARLES, LOUISIANA, this _____ day of _____, 2019.

Damon Hardesty, President
Calcasieu Parish School Board

Karl Bruchhaus, Secretary-Treasurer
Calcasieu Parish School Board

ITEM 9.D.

COOPERATIVE ENDEAVOR AGREEMENT TO ENGAGE OUT OF SCHOOL YOUTH

This Cooperative Endeavor Agreement (“Agreement”) is entered into by and between the _____ PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana (“School Board”), and Workforce Development Board 51, Inc. (“WDB”). This Agreement is effective on the ____ day of _____, 201__.

RECITALS

WHEREAS, under the Workforce Innovation and Opportunities Act of 2014, codified at 29 U.S.C. 3101 et seq. (hereinafter the “WIOA”), WDB is responsible for administering, inter alia, youth services to eligible out of school youth, ages 16-24, in _____ Parish; and

WHEREAS, the legal definition of an out of school youth under the WIOA is a person who, at the time of enrollment, is aged 16-24, not attending any school, and meets one or more of the following conditions: (1) a high school drop-out; (2) Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter; (3) Recipient of a secondary school diploma or its recognized equivalent who is low-income and basic skills deficient or an English language learner; (4) Subject to the juvenile or adult justice system; (5) A homeless individual as defined in Violence Against Women Act (42 U.S.C. 14043e-2; (6) a homeless child or youth, runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement; (7) Pregnant or parenting; (8) An individual with a disability; or (9) Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment; and

WHEREAS, despite the School Board’s best efforts to retain all students within the public school district, some students, nevertheless, withdraw from the school system; and

WHEREAS, the purpose of this voluntary, non-financial Agreement is to facilitate cooperation and coordination between the WDB and the School Board so that WDB can engage and provide opportunities and services for former students who become out of school youth.

THEREFORE, in consideration of their mutual obligations and commitments to serve out of school youth who have exited the school system, School Board and WDB agree as follows:

AGREEMENT

ARTICLE 1 RIGHTS AND OBLIGATIONS

- 1.1 Within fifteen days from the execution of this Agreement, WDB and the School Board shall appoint a liaison who shall represent each party in all dealings with the other. WDB agrees that all communications and transactions with the School Board shall be made solely through the School Board's appointed liaison. WDB shall not contact or communicate with any other School Board employee or student without the prior knowledge and consent of the School Board's liaison.
- 1.2 School Board, through its liaison, will identify and create a list of students at risk of dropping out of school or being expelled from the school system. This list shall contain (1) the student's name, or an identifier other than the student's name, (2) the name of the school the student currently attends, and (3) the last date that the student will remain in the school system. School Board shall maintain the list in-house and said list will not be subject to disclosure to WDB.
- 1.3 *Once a student's last date in the school system is confirmed by the School Board, School Board will seek parental consent or the consent of the student (if the student is over the age of eighteen), to arrange a pre-counseling session between the student, the student's parents, and WDB. Under no circumstances will WDB seek to contact a student directly (i.e. not through the School Board's liaison) regarding their interest in WDB's programs and services. As an alternative to arranging a pre-counseling session, the School Board may provide an exiting student with informational literature or a flyer supplied by WDB. The purpose of the flyer will be to provide the exiting student with more specific information as to the services offered by WDB. The flyer will also contain the contact information for the WDB so that the exiting student can contact, and work with, WDB directly without any involvement on the part of the School Board.*
- 1.4 If the School Board elects to arrange a pre-counseling session, WDB and the School Board agree that the purpose of the pre-counseling session is to inform the student and his/her parents of the services that can be provided to the student by WDB after the student exits the school system. The parties agree that at no point in time, will any student be encouraged to exit the system and both parties agree that it is in every student's best interest to remain in the school system.

- 1.5 Upon obtaining parental consent for a student's participation in a pre-counseling session, the School Board shall provide a suitable space for such session. The session shall occur on a date and time agreed to in advance by the School Board.
- 1.6 At the pre-counseling session, WDB shall conduct an initial assessment of the student's eligibility. Alternatively, if a student contacts WDB directly after receipt of a flyer, WDB shall work directly with the former student and their parent, without involvement of the School Board, to schedule an initial assessment for eligibility. Eligibility is based on age, income, and barriers to employment or education. Since "drop out" is a barrier listed in the WIOA, the student will automatically be eligible for WDB's services once the drop-out status becomes official.**
- 1.7 Once a student has formally exited the school system and qualified as an out of school youth under the WIOA, WDB shall enroll the student for any services which the student desires to participate in. WDB acknowledges and agrees that the School Board does not approve, monitor, participate in, or have any control as to WDB's programs or services. As part of its enrollment process, WDB agrees to issue and collect an acknowledgment form, on which, each student's parent acknowledges that the School Board is in no way affiliated with or responsible for the WDB's programs or services provided to their child.
- 1.8 In connection with its services, WDB shall develop an Individualized Service Strategy (ISS) that establishes both short term and long term goals the program participant must work towards achieving. WDB will provide resources, to the extent allowable under WIOA and within its existing budget, to remove barriers preventing participant from achieving goals.
- 1.9 WDB will provide case management services to ensure participant's success in returning to school, obtaining a GED, obtaining employment, joining the military, or a combination thereof.
- 1.10 WDB agrees to provide status reports or service updates to the School Board, when requested, as to the number of former School Board students who have received services from WDB.

ARTICLE 2

TERM & TERMINATION

- 2.1 This Agreement shall terminate one year from the effective date of this Agreement. Upon written agreement signed by both parties, this Agreement may be renewed for additional increments of one year.
- 2.2 Upon thirty (30) days written notice, this Agreement may be terminated by any party at any time and for any reason, without penalty to the other party.

ARTICLE 3

MISCELLANEOUS TERMS

- 3.1 This Agreement may be modified only by written agreement signed by both the School Board and WDB.
- 3.2 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement.
- 3.3 If any part of this Agreement is found to be contrary to law, that part may be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect. The remaining terms of the Agreement shall be construed as far as is lawful and practicable to enforce the overall intent of the original agreement.
- 3.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated in the state district court in which the School Board is situated.

ARTICLE 4

STUDENT PRIVACY

- 4.1 WDB acknowledges that the personally identifiable information (“PII”) of any student is highly confidential. PII is defined as information about an individual that can be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to: (1) any information that can be used to distinguish or trace an individual’s identity such as full name, social security number, date and place of birth, mother’s maiden name, or biometric records, (2) any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information, and (3) two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.
- 4.2 In the event WDB is provided with the PII of any student, WDB will maintain and keep such PII in accordance with the provisions of the attached addendum form.

During the 2014 Louisiana Legislative Session, the State of Louisiana enacted new laws governing the collection, disclosure and use of students’ personally identifiable information. The new laws require that any contracts between a school system and a third-party, who is entrusted with personally identifiable information of any student, contain the statutorily prescribed minimum requirements as to the use of personally identifiable information. In order to comply with the requirements of the new laws, this Addendum and the terms contained herein are hereby incorporated into the agreement previously entered into between Vendor and the School Board, entitled COOPERATIVE ENDEAVOR AGREEMENT TO ENGAGE OUT OF SCHOOL YOUTH and dated _____.

In accordance with La. R.S. 17:3914(F), Vendor agrees to protect personally identifiable information in a manner that allows only those individuals, who are authorized by Vendor to access the information, the ability to do so. Personally identifiable information should be protected by appropriate security measures, including, but not limited to, the use of user names, secure passwords, encryption, security questions, etc. Vendor's network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. The Vendor agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems. Vendor agrees to maintain secure systems that are patched, up to date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by Vendor to access personally identifiable student data, Vendor shall implement various forms of authentication to identify the specific individual who is accessing the information. Vendor must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. Vendor shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time.

Vendor shall implement appropriate measures to ensure the confidentiality and security of personally identifiable information, protect against any unanticipated access or disclosure of information, and prevent any other action that could result in substantial harm to the School Board or any individual identified by the data.

Vendor agrees that any and all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No School Board data, at any time, will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the vendor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the United States unless specifically agreed to in writing by the School Board.

Vendor agrees that any and all data obtained from the School Board shall be used expressly and solely for the purposes enumerated in the original Contract. Data shall not be distributed, used, or shared for any other purpose. As required by Federal and State law, Vendor further agrees that no data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties. Vendor shall not sell, transfer, share or process any student data for any purposes other than those listed in the Contract, including commercial advertising, marketing, or any other commercial purpose.

Vendor shall establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Vendor's response plan shall require prompt response for minimizing the risk of any further data loss and any

negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

Vendor shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. Vendor must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

Vendor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Vendor and the School Board. The confidentiality obligations shall survive termination of any agreement with Vendor for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the School Board.

Vendor acknowledges and agrees that unauthorized disclosure or use of protected information may irreparably damage the School Board in such a way that adequate compensation could not be obtained solely in monetary damages. Accordingly, the School Board shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor hereby waives the posting of a bond with respect to any action for injunctive relief.

Vendor agrees to comply with the requirements of La. R.S. 51:3071 *et seq.* (Louisiana Database Breach Notification Law) as well as any other applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to notify the School Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the School Board and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release.

In accordance with applicable state and federal law, Vendor agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the School Board, shall have the option to audit Vendor's service. Records pertaining to the service shall be made available to auditors and the School Board when requested.

The terms of this Addendum shall supplement and supersede any conflicting terms or

conditions of the original Contract between the Parties. Subject to the foregoing, the terms of the original Contract shall remain in full force and effect.

VENDOR

Authorized Representative of Vendor

Authorized Representative Name (Print)

Title

Date

PARISH SCHOOL BOARD

Authorized Representative Signature

Authorized Representative Name (Print)

Title

Date

Item 9.E.

**RESOLUTION OF CALCASIEU PARISH SCHOOL BOARD ADOPTING
PROCEDURES FOR APPLICATIONS FOR INDUSTRIAL TAX EXEMPTION**

WHEREAS, On June 24, 2016, Governor John Bel Edwards signed an Executive Order that gave local taxing authorities the responsibility for determining industrial tax exemption incentives for new or expanding manufacturing industries locating in their parishes; and

WHEREAS, the Calcasieu Parish School Board is one of the Taxing Authorities impacted by this Executive Order; and

WHEREAS, the Louisiana Department of Economic Development has promulgated new rules amending the Industrial Tax Exemption Program; and

WHEREAS, these new rules require the Calcasieu Parish School Board to make best efforts to develop reasonable guidelines for application approval or denial with respect to ITE projects.

NOW, THEREFORE, BE IT DULY RESOLVED that the Calcasieu Parish School Board in regular session duly convened approves and adopts the “Calcasieu Parish School Board Procedures for Industrial Tax Exemption Applications” as set forth in the attached Exhibit A hereto; and

BE IT FURTHER RESOLVED, that the Calcasieu Parish School Board hereby withdraws from participation in the Calcasieu Parish Taxing Authorities Industrial Tax Exemption Program group.

This Resolution adopted and approved at Lake Charles, Louisiana, this _____ day of _____, 2019.

Damon Hardesty, President
Calcasieu Parish School Board

Karl Bruchhaus, Secretary-Treasurer
Calcasieu Parish School Board

EXHIBIT A

Calcasieu Parish School Board Procedures for Industrial Tax Exemption Applications

Purpose

On June 24, 2016, Governor John Bel Edwards signed an Executive Order that gave local taxing authorities a voice in the process for granting industrial tax exemption incentives for new or expanding manufacturing industries locating in their parishes. State regulations with regard to this process have recently been revised. This document defines the process of the Calcasieu Parish School Board ("CPSB") on approving or denying industrial tax exemption incentives for qualified applicants filing an Advance Notification with Louisiana Department of Economic Development (LDED).

Approval Process

This process is established to efficiently, effectively, equitably and objectively review and make final decisions on the Board approved applications for industrial tax exemptions for projects proposed in Calcasieu Parish.

Steps:

1. The manufacturing company files an Advance Notification with Louisiana Department of Economic Development (LDED).
2. The Louisiana Board of Commerce and Industry (BCI) will review the applications to determine eligibility and appropriate level of exemption under the new ITEP rules published August 20, 2018, or prior rules when permitted.
3. Within three (3) business days of the BCI's approval of the application LDED will send a copy of the approval and Exhibit A to CPSB for its action.
4. Within thirty (30) days of LDED's transmittal of the BCI's approval, CPSB will place the approval or rejection of the BCI's action on the application on the agenda for the CPSB's meeting, and CPSB shall have 60 days from transmittal of notice of approval by LDED to approve or reject the BCI's action.
5. LDED will provide guidance to CPSB as needed.
6. CPSB will not entertain requests for incentives for any projects that do not qualify under the Rules established by LDED and which are not approved by the BCI.
7. CPSB will consider the number of jobs and payroll to be created at the project site, the term of the exemption contract, the percentage of property eligible for the exemption as an incentive to its project, number of jobs to be retained, other factors which may be considered by LDED, and the penalty for noncompliance with the agreed deliverables.
8. The Superintendent is authorized to retain consultants to provide input on applications.
9. The Superintendent will make recommendations to CPSB regarding the applications.
10. If applicants for tax exemptions proceed under the Governor's Executive Order and under prior rules as permitted by Economic Development Industrial Ad Valorem Tax Exemption

rules effective August 20, 2018, CPSB will determine whether to accept or reject the applications and the extent of and conditions applicable to its approval, if given.

11. Resolution of CPSB approving or rejecting the BCI's approval action must be signed and sent to LDED.
12. If the CPSB does not take action as required herein, then under the rules established by the LDED, the application will be deemed approved by the CPSB.

**Calcasieu Parish School Board
Head Start
2018-2019 Community Assessment**



www.calcasieu4all.com

2018 Head Start Community Assessment Committee

Director - Dr. Michelle Joubert

Chairperson - Vanessa P. Davis

Principal - Stacy Dellafosse

Family Engagement Specialists

- **Diana Bailey**
- **Jasmine Harris**

Nurse - Eula Ceasar

Teachers

- **Katrina Lee**
- **Julianna Broussard**
- **Stephanie Peloquin**

Parents/Policy Council /community Representatives

- **Kevin Chretien Jr.**
- **Jodi Fobbs**
- **Ashley Mingo**

General Area Demographics

Calcasieu Parish Head Start is in the southwest corner of Louisiana. Calcasieu has a land area of 1,094.5 square miles and an unincorporated area of 1,024.8 miles. It is located along the I-10 corridor just two hours from Houston. The population has experienced significant increase due to strong economic activity and Lake Charles is sited as the fastest growing for 4 straight years adding 20,500 jobs and expanding 5.1% a year. It is projected to increase by as many as 25,000 residents in the next 5 years. Many incoming immigrants will be filling industrial and construction jobs. The principal source of income is employment. Calcasieu has a low unemployment rate of 3.8% as of September 2018 according to the U.S. Bureau of Labor & Statistics, however 16.9% (Data USA) continues to live below the poverty line. The largest demographic living in poverty is Female 25-34, followed by 18-24, and then Female 6-11.

Head Start Eligible Families

Calcasieu Parish Head Start current have 452 eligible children enrolled. Six head start sites are geographically located. Three sites are in Lake Charles, two in north Lake Charles (Brenda Hunter and J. D. Clifton), one centrally located (J. F. Kennedy), one east of Calcasieu in Iowa (J. I. Watson), one to the west of Calcasieu (Jake Drost) and one to the north (DeQuincy). The race and ethnicity of enrolled children indicate more Black or African American served than any other race. Spanish is reported as the language for seven of the children. According to PIR Program Information Report, 42 children are homeless and 8 are in foster care. As indicative in Demographics, the principal source of income is employment, which for the 2018-19 school year PIR reports 339 people employed in head start and 289 continue to live below poverty level.

Education Needs of Eligible Families

Most of eligible families are high school graduates or have a GED and many with some college/Associate or advanced degrees. Families have access to parent choice to select an early childhood program which best meet their needs due to Calcasieu being part of Early Childcare Network of Louisiana which aligns provider services amongst Early Childhood programs through the implementation of Tier I curriculums, teacher and student assessments. Families have established one school readiness goal based on Teaching Strategies GOLD correlated with Head Start Early Learning Outcomes Framework.

Health and Social Service Needs of Eligible Families

Enrollment priority for 2018 included enrolling children with disabilities. Calcasieu exceeded 10% of children with disabilities based on funded enrollment. The November 28, 2018 disability report, reported 66 children with disabilities. Of this, 47 children have IEP's for Developmental Delay, 9 Speech Language, 1 Health Impairment, 9 Autism and 18

identified with concerns for further evaluation. Each head start site has full time special education teachers.

Louisiana has a 98% vaccination coverage rate. Calcasieu head start Child Plus report, reports 202 up to date and 0 overdue. Centers for Disease Control and Prevention's Behavior Risk Factor Surveillance System reported Calcasieu residents that 17.0% have more Medicare patients with depression compared to remaining parishes. Fewer African American females seek preventive care such as routine pap smears and mammograms and family planning. Calcasieu has a 16.7% of people uninsured. There is also a need for more family planning.

Nutrition Needs of Eligible Families

There are 273 families receiving SNAP benefits and 140 receiving WIC. The community have available food resources to assist families through local churches, food pantries, Care Help of Sulphur and Abraham's Tent.

Housing and Homelessness

A September 11, 2018 KPLC report, reported the number of homeless people in the city is dropping. The Director of Human Services, Tarek Polite, says there are 75 unsheltered individuals in the city, 71 sheltered for a total of 146 households.

The Christus Health Southwestern Louisiana Community Health Needs Assessment reported a higher percentage of renters will spend 30% or more of income on rent. It forecasts that the lack of affordable housing will lead to increased homelessness. Nine thousand seven hundred and fifty housing units will be needed over the next 10 years.

Child Care Availability

The 2018 Kids Count report, reported 5 Type 1 Centers, 8 Type II and 42 Type III centers which includes 6 head start sites.

Louisiana has the Early Childhood Network which Calcasieu is a part of. Calcasieu network consists of Pre-kindergarten programs, one non-public Pre-K, head start and child cares. These programs have commonality and must implement Tier 1 curriculums, child and teacher assessments. Calcasieu network is classified as proficient and continues to show growth in nearly 73 sites. The quality continues to improve each year. Head Start served 452 eligible children thus far this year.

The Louisiana Economic Outlook by Dr. Loren Scott, economics professor emeritus, at LSU states the Lake Charles MSA (Calcasieu and Cameron parishes) is one of the fastest growing in the country. Calcasieu Parish is home to 16 different chemical plants, 2 refineries, 1 LNG exports facility and 3 industrial processing plants. This huge petrochemical complex supports a very large industrial construction industry. It is also

home to 5 casinos' and the aircraft industry. Individuals begin work hours in the early morning beginning as early as 4:00 a.m. until at least between the hours of 5:00 – 7:00 p.m. Job training hours begin between the hours of 6:00 a.m. – 9:00 a.m. until 3:00 – 5:00 p.m. Head Start services hours are from 7:20 a.m. to 2:45 p.m.

Transportation and Communication

The largest shares of households have 2 cars followed by 1 according to datausa for Calcasieu Parish. Department of Public Works Transit Division provides bus transportation for residents within the city of Lake Charles. There are currently five fixed routes, Monday thru Friday, from 5:45 a.m. to 5:45 p.m. except city holidays.

Calcasieu Parish Police Jury Office of Community Service offers transit services to residents outside the city limits. The Calcasieu Parish Public Transit (CPPT) system is operated to the public on a response-driven system.

The City of Lake Charles Para-Transit Service offers a special mode of transportation to disabled people who meet federal eligibility guidelines. Hours of operation are 5:45 a.m. to 5:45 p.m. Monday thru Friday except holidays.

The city population also have access to several other modes of transportations such as; taxi's, Lyft and other mobile transportation services. According to datausa, less than 10% of residents utilize public transportation.

Resources available to address needs of eligible children and families

There are many resource providers in the Calcasieu area that can provide services for Social service, mental health, health, dental health and nutrition. Families have access to the Department of Children and Family Services (SNAP), WIC and Kool Smiles to mention a few. Volunteers of America distributes a community resource guide that is updated on a regular basis and disseminated to the program with available community resources.

Calcasieu Parish Head Start has a strong collaborative partnership with CPSB Pupil Appraisal and Special Services department to provide disability services and resources.

Head Start Enrolled Children and Families

Recruitment areas for head start is Calcasieu Parish to the west (Sulphur), north (DeQuincy), central (Lake Charles) and east (Iowa). All service area zip codes begin with 706 due to the largest populations in poverty. There are 6 centers; 3 in Lake Charles, 1 each in DeQuincy, Iowa, and Sulphur. Five of the sites are in public schools. The children range in ages of 3-5 years old. African American students (321) make up the largest

population enrolled followed by white (75), Multi/Biracial (17), other (12), Indian Alaskan (2) and unspecified (1).

From September to December, the ADA percentage is 86.61%. As of December 7, 2018, there were 19 children on the waitlist and 33 over-income children enrolled. There are 8 foster children, 41 homeless and 62 enrolled with disabilities. Currently 44 children have an IEP for Developmental Delay, 8 Speech/Language, 1 health impairment and 9 with Autism.

The Calcasieu Parish School Board Special Services Department provides services to students with disabilities.

Head Start Staff

According to the 2018-19 PIR report, staff consists of 30 Black or African American and 26 White. English is the proficient language.

Educational attainment of staff is; 2 RN's, 28 teachers – 4 advanced degrees, 24 baccalaureate degrees, 28 assistant teachers – 1 advanced degree, 1 baccalaureate degree, 3 associate degrees, 13 CDA's, 1 enrolled in an associate degree program, 3 in a CDA program, FCES – 1 advanced degree, 3 baccalaureate degrees, Education and Child Development Management Staff – 4 advanced degrees and 4 baccalaureate degrees.

Relevant Opinions of Community Needs

Many of the opinions of parents, community leaders and staff echoed the findings reviewed in the reviewing of data and input provided.

The committee reviewed data, provided input and decided upon the following recommendations.

Area	Recommendation
Recruitment Criteria?	<ul style="list-style-type: none"> • Broaden recruitment areas to include partnerships to assist with recruitment such as Big Brothers/Big Sisters, CCOA, Senior Centers • Recruit in zip areas with higher percentage of poverty • Recruit immigrant families where they co-habitat such as family businesses, housing areas, schools with large number of ELL students • Distribute recruitment flyer in different languages • Promote through Social media (Facebook, twitter)

	<ul style="list-style-type: none"> • Network with apartment complexes to email residents enrollment information • Extra person to promote recruitment – 1-2 months advocating/networking and remaining promoting
Selection Criteria?	<ul style="list-style-type: none"> • Age, Income, Disabilities, Immigrants, Substance Abuse, Mental Health, Working or enrolled in school/training
Long-term goals and measurable objectives?	<ul style="list-style-type: none"> • Extend hours of service to better accommodate working families due to casino and industrial times in order recruit/retain students • Recruitment expansion to zip codes with high poverty rates of 52%-63.3% • Relocation of centers for better accessibility due to places of employment and transportation issues as the main reason for student absences • Increase Mental Health services to Mothers/Families of enrolled students
Organizational development and design?	<ul style="list-style-type: none"> • Saturday registrations • Calcasieu 4 all assistance • Translators at registration • Revisit/review transportation services • Review hours of operation
Financial Objectives?	<ul style="list-style-type: none"> • Director
Collaborative relationship and partnerships?	Establish additional collaborative relationships and partnerships ex. CASA, Big Brothers/Big Sisters

Information used for the Community Assessment was obtained from a wide variety of data resources. Each highlighted area came from the Community Assessment Matrix which was used to gather information in each area and summarized. The assessment team reviewed evident trends and provided information.

BID REPORT

Item 10.A.

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

DATE: March 11, 2019

DESCRIPTION:

SJ Welsh - Re-roofing 7th Grade South

FUNDS: 50 Million Fund

BID NUMBER: 2019-10PC

DESIGNER: RANDY M. GOODLOE, AIA, APAC

CONTRACTOR	BASE BID
Ferguson Roofing	\$473,300.00
Morcore Roofing	\$609,000.00
Daughdrill Roofing	\$517,061.00
Rycars Construction	\$597,735.00
Roofing Solutions	\$562,150.00
Industrial Roofing	\$631,530.00

The Committee recommends award of the contract to:

Daughdrill Roofing

(Base Bid) in the amount of: \$517,061.00

Five Hundred Seventeen Thousand Sixty- One Dollars and no/100

as the lowest qualified bidder meeting specifications.



RANDY M. GOODLOE, AIA, APAC

A Professional Architectural Corporation

March 11, 2019

Calcasieu Parish School Board
P. O. Box 800
Lake Charles, LA 70602

Project: Re-Roofing 7th Grade South – SJ Welsh

Dear Mr Heath,

The apparent low bidder, Ferguson Roofing has withdrawn their bid. It is the recommendation of this office to accept the next low bid of **\$517,061.00** from Daughdrill Roofing.

Should you have any questions about the project or bids please contact my office at your convenience.

Sincerely,

Randy M. Goodloe AIA APAC

725 KIRBY ST.
LAKE CHARLES
LA, 70601

(337) 436-3036

FAX
(337) 436-3773

W W W . G O O D A R C H . C O M

A R C H I T E C T

**FERGUSON ROOFING COMPANY, INC.
1938 W. SALE RD.
LAKE CHARLES. LA. 70605
LA. LICENSE # 9320
PHONE #337- 477- 4792
FAX #337- 474-7172**

March 11, 2019

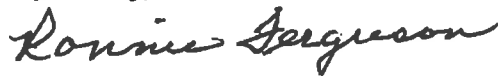
Re: SJ Welsh Re-Roofing 7th grade Bid #2019-10PC

**Amy Fontenot
Randy Goodloe AIA**

To Whom It May Concern

Unfortunately, I need to withdraw my bid of \$473,300.00 for this project, due to a costly error. Thank you for the consideration.

Respectfully,

A handwritten signature in cursive script that reads "Ronnie Ferguson".

Ronnie Ferguson

BID REPORT

ITEM 10.B.

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

DATE: March 11, 2019

DESCRIPTION:

Re-Roofing of Building J & H , Girls Gym & Weight Room at Barbe High

FUNDS: 50 Million Fund

BID NUMBER: 2019-11PC

DESIGNER: RANDY M. GOODLOE, AIA, APAC

CONTRACTOR	BASE BID
Morcore Roofing	\$735,000.00
Daughdrill Roofing	\$493,000.00
Rycars Construction	\$655,070.00
Roofing Solutions	\$630,100.00
Industrial Roofing	\$455,845.00

The Committee recommends award of the contract to:

Daughdrill Roofing

(Base Bid) in the amount of: \$ 493,000.00

Four Hundred Ninety- Three Thousand Dollars and No/100

as the lowest qualified bidder meeting specifications.



RANDY M. GOODLOE, AIA, APAC
A Professional Architectural Corporation

March 11, 2019

Calcasieu Parish School Board
P. O. Box 800
Lake Charles, LA 70602

Project: Re-Roofing Building J & H – Barbe High School

Dear Mr Heath,

The apparent low bidder, Industrial Roofing has withdrawn their bid. It is the recommendation of this office to accept the next low bid of **\$493,000.00** from Daughdrill Roofing.

Should you have any questions about the project or bids please contact my office at your convenience.

Sincerely,

Randy M. Goodloe AIA APAC

725 KIRBY ST.
LAKE CHARLES
LA, 70601

(337) 436-3036

FAX
(337) 436-3773

WWW.GOODARCH.COM

A R C H I T E C T



Industrial Roofing and Construction LLC

1128 Highway 2 • Sterlington, Louisiana 71280

Office: (318) 665-0483 • Fax: (318) 665-0487

March 12, 2019

Mr. Randy M. Goodloe AIA, APAC
725 Kirby St.
Lake Charles, LA 70601

Subject: Re-Roofing of Building J & H Girls Gym and Weight room Barbe High School
Bid # 2019-11PC

Dear Mr. Goodloe,

Industrial Roofing and Construction has reviewed our submitted number for the above referenced project and we have found that our spreadsheet did not calculate correctly and caused our bid to be incorrect.

We respectfully request to withdraw our bid on the above project at this time.

Sincerely,

Larry Courson
Owner

BID REPORT

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

DATE: March 14, 2019

DESCRIPTION:

Brenda Hunter Head Start Improvements--- Phase 2

FUNDS: School District # 31 Bond Funds

BID NUMBER: 2019-13PC

DESIGNER: Moss Architects, Inc.

CONTRACTOR	BASE BID

The Committee recommends award of the contract to:

(Base Bid) in the amount of:

as the lowest qualified bidder meeting specifications.

BID REPORT

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

DATE: March 15, 2019

DESCRIPTION:

Track Replacement for Vinton High School and Bell City High school

FUNDS: General Funds

BID NUMBER: 2019-12PC

DESIGNER: Champeaux, Evans, Hotard, APAC

CONTRACTOR	BASE BID

The Committee recommends award of the contract to:

(Base Bid) in the amount of:

as the lowest qualified bidder meeting specifications.

BID REPORT

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

DATE: March 19,2019

DESCRIPTION:

Prien Lake Elementary Drainage

FUNDS: 50 Million Allocation Funds

BID NUMBER: 2019-08PC

DESIGNER: Peridian Engineering Services, LLC

CONTRACTOR	BASE BID

The Committee recommends award of the contract to:

(Base Bid) in the amount of:

as the lowest qualified bidder meeting specifications.

as the lowest qualified bidder meeting specifications.

Item 10.G.

BID REPORTS:

ALL BIDS WERE POSTED ON WWW.CENTRALBIDDING.COM AND WWW.CPSB.ORG

BID 2019-36 – ASPHALT OVERLAY PROJECT AT MOSS BLUFF MIDDLE – (\$50 MIL)
was opened on March 1, 2019 @ 10 AM

BIDS WERE SENT TO THE FOLLOWING:

EMULSIFIED ASPHALT
GUNTER CONSTRUCTION
R.E. HEIDT
HICKS ENTERPRISES
KEILAND CONSTRUCTION
MERRICK LLC
RC PAVING

BID RESULTS AS FOLLOWS:

ELLIOTT CONSTRUCTION	\$172,000.00
HICKS ENTERPRISES	\$198,875.00
KEILAND CONSTRUCTION	\$172,957.00
MERRICK LLC	\$200,000.00
RC PAVING	\$176,647.00
WILLIAMS EQUIPMENT	\$179,822.00

THE STAFF RECOMMENDS AWARDDING ELLIOTT CONSTRUCTION IN THE AMOUNT OF \$172,000.00 AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

ITEM 10.H.

BID 2020-07 – COPY PAPER FOR THE 2019-2020 SCHOOL YEAR – (General Funds) was opened on March 12, 2019 @ 10 AM

BIDS WERE SENT TO THE FOLLOWING:

CONTRACT PAPER GROUP
ECONOMICAL JANITORIAL
OFFICE DEPOT
QUILL
STAPLES
VERITIV

BID RESULTS AS FOLLOWS:

	<u>8-1/2 X 11</u>	<u>8-1/2 X 14</u>
CONTRACT PAPER GROUP	\$27.69	\$45.50
ECONOMICAL	\$27.94	\$40.43
OFFICE DEPOT	\$31.29	\$44.12
QUILL	\$28.08	\$56.13
STAPLES	\$29.10	\$43.03
VERITIV	\$27.25	\$40.95

THE STAFF RECOMMENDS AWARDDING VERITIV IN THE AMOUNT OF \$231,357.00 AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

BID REPORT

ITEM 10.I.

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

DATE: March 12,2019

DESCRIPTION:

Pearl Watson Elementary Interior and Exterior Improvements

FUNDS: School District # 31 Bond Funds

BID NUMBER: 2019-09 PC

DESIGNER: Griggs , Mitchell and Associates

CONTRACTOR	BASE BID
Pat Williams Construction	\$845,000.00
Keiland Construction	No Bid
Comnet	No Bid
SWCS	No Bid
Central Auction House	No Bid

The Committee recommends award of the contract to:

Pat Williams Construction for \$845000.00

(Base Bid) in the amount of:

Eight Hundred Forty - Five Thousand Dollars and No/100

as the lowest qualified bidder meeting specifications.



REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

Covered Pavilions and Restrooms R.W.Vincent Elementary School
Alonzo LeBlanc Middle School

Funds: 2017 All Districts Capital Projects Fund

Designer:

Ellender Architect & Associates, LLC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Heath

Building Foundations for the Future

CHANGE ORDER

Item 12.A.

Change Order No: Two

Date: January 16, 2019

Project: Gillis Elementary
Improvements - Phase I
Bid No. 2018-07PC

Project No: MA1707

To: Calcasieu Parish School Board

You are directed to make the following change in this contract:
(Attach itemized breakdown)

The Original Contract Sum \$3,458,000.00

Net Change by Previous Change Orders \$39,819.39

Contract Sum Prior to this Change Order \$3,497,819.39

Contract Sum will be increased by this change order: \$82,275.81

New Contract Sum including this Change Order \$3,580,095.20

Contract Time will be increased by this change order: 21 Days

Revised Contract Completion Date February 28, 2019

RECOMMENDED

Moss Architects, Inc.
(Designer)

3221 Ryan Street, Ste B
Lake Charles, LA 70601

By: 

Date: 3/12/19

ACCEPTED

Keiland Construction, LLC
(Contractor)

600 Bayou Pines East, Ste G
Lake Charles, LA 70601

By: 

Date: 3/12/19

APPROVED

Calcasieu Parish School Board
(Owner)

3310 Broad St.
Lake Charles, LA 70615

By: _____

Date: _____

PROPOSED CHANGE ORDER ITEMS

Date: January 16, 2018

Project: Gillis Elementary
Improvements Phase I
Bid No. 2018-07PC

Project #: MA1707

Change Order #: Two

- 1) Reroute and upsize water line to the north of the Gym so it will be accessible for future development of campus. **Add:** \$4,143.00
- 2) Add electronic hardware to new entry doors as requested by Owner.. **Add:** \$7,214.00
- 3) Provide new metal wall panel material so existing panel on Library Building will match new wall panel on Admin Building as requested by Owner. **Add:** \$5,231.81
- 4) Relocate playground equipment, remove tree, and cut in drainage swale as requested by Owner. **Add:** \$6,519.00
- 5) Add concrete paving at the Admin entrance as requested by Owner. **Add:** \$7,984.50
- 6) Add concrete walkway (420 sf) at the east side exit from the Gym as requested by Owner. **Add:** \$6,235.70
- 7) Subsurface drainage 10 (12) downspouts at front and back of New Gym **Add:** \$32,655.50
- 8) Install a walkway canopy from the eastside and northside exit door at the Gym to the existing sidewalk and canopy in the school as requested by Owner. **Add:** \$12,292.30
- 9) Increase in Contract Time for inclement weather days and additional scope of work. **Add Days:** 21

Total Amount Added This Change Order: \$82,275.81

Total Days Added This Change Order: 21

BENEFICIAL OCCUPANCY

Not For Recordation

DATE: March 8, 2019

NAME OF PROJECT: Classroom Pods – Phase X

ARCHITECT: Champeaux Evans Hotard, APAC / C.R. Fugatt, AIA

CONTRACTOR: Miller & Associates Development Co., Inc.

OWNER: Calcasieu Parish School Board

The below described portion of the subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in accordance with the Contract Documents.

PORTION OCCUPIED: **S. J. Welsh Middle School (2 Story / 16 Classroom Pod)**

DATE OCCUPIED: **Monday, March 11, 2019**

Warranty items covered by Occupancy (See Attached List)

 3/8/2019
ARCHITECT Date
Champeaux Evans Hotard, APAC

CONTRACTOR Date
Miller & Associates Development Co., Inc.

OWNER Date
Calcasieu Parish School Board

PUNCH LIST: See Attached List X

None

NOT FOR RECORDATION PURPOSES

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Russell Phelps	Teacher	Barbe High	02/08/19	Accepted other employment
Julie Buller	Teacher	Westlake High	01/28/19	Personal reasons
Margaret Guillory	Cafeteria Manager	Pearl Watson Elementary	05/24/19	Personal reasons
Susannah Bourque	Teacher	Molo Middle	01/22/19	Personal reasons
Catherine Reed	Teacher	J.I. Watson Elementary	03/01/19	Accepted employment in another district
Marla Reed	Bus Driver	Moss Bluff Elementary	02/04/19	Personal reasons
Destiny Moore	Custodian	DeQuincy Primary	02/15/19	Personal reasons
Russell Price	Teacher	Barbe High	02/15/19	Personal reasons
Yolanda Orsot	Teacher	Kennedy Elementary	02/15/19	Personal reasons
Carianne Thigpen	School Clerk	Barbe High	02/22/19	Seeking other employment
Alan Bryant	Teacher/Coach	Sam Houston High	03/15/19	Accepted other employment
Willie Mae Cahee	Bus Aide	J.J. Johnson Elementary	05/24/19	Personal reasons
Dana Thomas	Para-Professional	Molo Middle	02/07/19	Personal reasons
Gabriela Rodriguez	Bus Driver	S.J. Welsh Middle	03/01/09	Relocating
Matthew Rion	Consultant	Career & Tech	02/28/19	Accepted other employment
Andrea Brass	Para-Professional	Iowa High	02/12/19	Personal reasons
Sandra Small	Custodian	Washington-Marion High	03/01/19	Relocating
RETIREMENT				
Carmen Manuel	Teacher	S.J. Welsh Middle	05/24/19	
Carole Chavanne	Teacher	Dolby Elementary	02/14/19	
James Driscoll	Teacher	Sulphur High	02/01/19	

Myra Perry	Teacher	Vinton High	06/10/19	
Carolyn Anderson	Para-Professional	Pearl Watson Elementary	02/06/19	
Walter Jean	Bus Driver	Pearl Watson Elementary	01/31/19	
JoAnn Frank	Teacher	Henry Heights Elementary	02/07/19	Waive Act 715
MATERNITY LEAVE			Due Date:	
Anne Jones	Teacher	Vincent Settlement	3/18/19 - 5/24/19	3/16/19 [B]
Alyson Albin	Counselor	J.I. Watson Elementary	1/22/19 - 4/16/19	1/19/19 [B]
Jennifer Hathorn	Cafeteria Technician	J.I. Watson Elementary	3/7/19 - 5/24/19	3/10/19 [C]
Heather Breaux	Teacher	Barbe High	2/18/19 - 8/5/19	5/23/19 [B]
Jessica Grantham	Teacher	St. John Elementary	2/18/19 - 5/24/19	3/8/19 [B]
Dedie Zachary	Teacher	Sulphur High	2/14/19 - 4/4/19	1/25/19 [B]
Amber Jenkins	Teacher	College Oaks Elementary	3/18/19 - 5/6/19	3/17/19 [B]
Tatiana Clophus	Para-Professional	Maplewood Elementary	2/19/19 - 5/24/19	6/30/19 [B]
LEAVE WITHOUT PAY				
Erica Hartley	Teacher	Prien Lake Elementary	1/14/19 - 5/24/19	
Faith Hile	Teacher	Maplewood Elementary	2/1/19 - 5/24/19	
MEDICAL SABBATICAL				
Ginger Caldwell	Teacher	T.S. Cooley Elementary	Spring 2018-2019	
Linda Watson	Teacher	J.I. Watson Elementary	Spring 2018-2019	

APPROVED 2/18/19

