

**AGENDA  
CALCASIEU PARISH SCHOOL BOARD  
3310 BROAD STREET  
LAKE CHARLES, LOUISIANA  
Tuesday, April 9, 2019**

- 1. Prayer – Ron Hayes**
- 2. Pledge of Allegiance – Jaklyn Bowers/LaGrange High School**
- 3. Roll Call**
- 4. Approval of Minutes**
  - A. March 19, 2019
- 5. Presentations**
  - A. Jamey Rasberry, Director of LCMH Sports Medicine
  - B. From the Classroom to a 5K t-shirt contest winners/Skylar Giardina, Risk Manager
  - C. Zaner-Bloser Handwriting winners/Greg Thomas, representing Zaner-Bloser
- 6. Superintendent's Report**
- 7. Executive Session**
  - A. Discussion on settlement of Claim #6350098
  - B. Take Appropriate Action on Claim #6350098
- 8. Committee Reports**
  - A. C&I Committee/March 25, 2019/Annette Ballard, *Chair*
  - B. Budget Committee/March 25, 2019/Dean Roberts, *Chair*
- 9. Take Appropriate Action**
  - A. Approval of Pupil Progression Plan Committees/Educator Committee and Parent
  - B. Approval of Model Resolution/Increase in the 2019-2020 MFP
  - C. Approval of Health Insurance Premium Holiday proposal
  - D. Approval of Cooperative Endeavor Agreement between CPSB and Recreation District No. 1, Ward 4

E. Approval of Resolution issuing Excess Revenue Certificates

**10. Bid Reports (A-L Renewals for 2019-2020 School Year)**

A. MAGAZINES FOR LIBRARIES – RNL #2 – Discount Magazine in the estimated amount of \$31,526.30 GENERAL FUNDS

B. PRE-PACKAGED SCHOOL SUPPLIES – RNL #1 – EPI \$34.68 per pkg (pre-k thru 2nd), \$29.70 per pkg (3<sup>rd</sup> thru 5th) and \$21.27 per pkg (mdl/high) and Teachers Pet medium backpacks \$24.00 ea./TITLE X MCKINNEY VENTO FUNDS

C. SCHOOL UNIFORMS – RNL #1 – EPI, Just Print It, and Wholesale Schoolwear TITLX X MCKINNEY VENTO FUNDS

D. FIRE ALARM INSPECTIONS – RNL #1 – Sylvan Systems in the estimated amount of \$48,060.00 GENERAL FUNDS

E. SECURITY GUARD SERVICES – RNL #1 – Lofton Security in the estimated amount of \$78,000.00 GENERAL FUNDS

F. AUTOMOTIVE BATTERIES – RNL #1 – Kenworth in the estimated amount of \$23,998.00 GENERAL FUNDS

G. BULK & CONTAINER OIL – RNL #1 – Petro Choice in the estimated amount of \$55,296.00 GENERAL FUNDS

H. PLUMBING SERVICES – RNL #2 – Various Contractors  
GENERAL FUNDS

I. ELECTRICAL SERVICES – RNL #2 – Various Contractors  
GENERAL FUNDS

J. GENERAL REPAIR SERVICES – RNL #2 – Various Contractors  
GENERAL FUNDS

K. SNACKS FOR EARLY CHILDHOOD/HEADSTART – RNL #1 – Diamond Foods in the estimated amount of \$70,562.00  
FEDERAL FUNDS

L. PIZZA DELIVERY PROGRAM – RNL #1 – NPC International in the estimated amount of \$162,500.00 FOOD SERVICE FUNDS

M. Bid #2019-14PC/Restroom Improvements/Sulphur High School/\$50 million allocation

N. Bid #2019-15PC/Restroom Improvements/E.K. Key Elementary School/\$50 million allocation

**11. Permission to Advertise**

- A. Cafeteria Equipment/LaGrange High School/\$50 million allocation
- B. Cafeteria Serving Lines/T.H. Watkins Elementary and Kaufman Elementary/School Food Service Funds
- C. A/C Systems Upgrades to North 2-story bldg../W.W. Lewis/\$50 million allocation
- D. Blended Smoothies/School Food Service Funds

## **12. Correspondence**

- A. Change Order Number One (1) for the Project, “J.J. Johnson Elementary Phase I”, Project # 010218; Griggs Mitchell & Associates, LLC., Designer; Pat Williams Construction, Contractor; *Increase* of \$48,461.39 and *Increase* of thirty-five (35) days.
- B. Change Order Number Two (2) for the Project, “Pearl Watson Roofing Replacement”, Project #010318; Griggs Mitchell & Associates, LLC., Designer; Roofing Solutions, LLC, Contractor; Increase of ninety-seven (97) days.
- C. Recommendation of Acceptance for Gillis Elementary Improvement- Phase I, Bid # 2018-07PC
- D. Change Order Number One (1) for the Project, “Barbe Elementary Upgrades”, Project # 2019-04PC; Brossett Architect, LLC., Designer; K&J Development of SWLA, LLC., Contractor; *Decrease* of \$14,694.00.
- E. Change Order Number Two (2) for the Project, “Barbe Elementary Upgrades”, Project # 2019-04PC; Brossett Architect, LLC., Designer; K&J Development of SWLA, LLC., Contractor; *Increase* of \$40, 605.00.

## **13. Condolences/Recognitions**

## **14. Schedule Committees**

C&I Committee.....Tuesday, April 30, 5:00 p.m.  
 A&P Committee.....(to follow)  
 Budget Committee.....Tuesday, May 28, 5:00 p.m.

## **15. Adjourn Meeting**

# **March 19, 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, March 19, 2019, at 5:00 p.m.

The meeting was called to order by Damon Hardesty, President. The prayer was led by Eric Tarver. The Pledge of Allegiance was led by David Spicer, a student at Sulphur 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, Desmond Wallace, and John Duhon.

Mr. Smith arrived after the roll was called. Mr. Castille and Mr. Bujard were absent.

## **APPROVAL OF MINUTES**

On a motion to approve by Mr. Dellafosse and a second by Mr. Hardy, the Minutes of the CPSB Meeting of February 12, 2019 were approved on a vote.

## **PRESENTATIONS**

**A.** Presentation of Quiz Bowl All Parish Team/Tonya Moak, Quiz Bowl Coordinator

Reed Allain – Vinton High School  
Mason Dronet – Westlake High School  
Joseph Hughes – Barbe High School  
Jordan Savoie – Sulphur High School

**B.** Presentation of Louisiana Certified Immersion Schools/Monique Roberts, ESL Consultant

### **CPSB's Certified Immersion Schools**

#### **2017-2018**

Frasch Elementary School-Spanish

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## **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

C. Chennault Informational Presentation/Tad Martin

## **SUPERINTENDENT'S REPORT**

Mr. Bruchhaus gave the following report:

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

### **Program Governance**

Policy Council meeting was held on February 4, 2019. The following items were approved:

- December 17<sup>th</sup> Policy Council Minutes
- December's Director's Report
- December's Attendance Report
- December's Financial Report
- 2018 Students' Health Status Report
- 2018 Community Assessment
- 2019 Eligibility Criteria
- 2019-2020 Head Start Grant Approval

### **Program Operations**

- Enrollment – 462

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

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3. I would like to report our current sales tax numbers for our general fund which show February, 2019, collections at \$3,726,977 or 35.3% above budget for the 8th month of the 2018-2019 school year.

Collections are \$1,931,599 or 15.6% above collections for the same month last year.

Collections for the 2018-2019 year after 8 months are \$12,034,972 or 11.5% over budget and \$22,942,233 or 16.5 % under the same time period last year.

4. March 25-30 is National Public Schools Week. The following is a joint statement from the two National Principal Organizations, NAESP and NASSP:

“Public Schools Week is an opportunity to celebrate and honor the significant contributions and accomplishments public school educators bring every day to public schools and their communities. Nine out of every 10 students attend a public school, where they are welcomed regardless of ability, race, wealth, language, country of origin, or need. By strengthening the public school system, we strengthen our nation’s democracy. With mounting changes in the education system, it is a critical time to speak out about the value of public education – the bedrock of our society.”

## **EXECUTIVE SESSION**

### **A. Expulsion appeal, Case #19-01, (Closed Session)**

On a motion by Mr. Dellafosse and a second by Mr. Tarver, the Board adjourned into Executive Session at 5:24 p.m. on a unanimous vote. The Board re-convened into Regular Session at 6:20 on a unanimous vote, on motions by Mr. Tarver and Mr. Duhon.

### **B. Take appropriate action (Open Session) of Case #19-01**

On a motion by Mr. Tarver and a second by Mr. Duhon, the Board voted unanimously to uphold the staff recommendation on Case #19-01.

### **C. Expulsion appeal, Case #19-02, (Open Session)**

Mr. Campbell read the charges and information regarding Expulsion appeal #19-02.

Mr. and Mrs. Dobbins, parents of student, Devin Dobbins, spoke to the Board on behalf of their son.

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## D. Take appropriate action (Open Session) of Case #19-02

On a motion by Mr. Hardy and a second by Mr. Hayes, the Board voted unanimously to uphold the staff recommendation on Case #19-02.

## COMMITTEE REPORTS

### A. A&P Committee/February 26, 2019/Eric Tarver, *Chair*

### **Mr. Tarver gave the following report:**

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

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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.



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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;

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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:

<b>Procurement Methods</b>	<b>Federal Requirement Uniform Grants Guidance Section 200.320</b>	<b>State Requirement Title 38 La. Bid Law R.S. 38:2212.1</b>	<b>State Requirement Title 39 La. Procurement Code R. S. 39:1551-1755 Executive Order: JBE 2017-18</b>	<b>Action required</b>
<b>Micro Purchases</b> (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.	<b>Title 38</b> - Follow more restrictive state requirement. <b>Title 39</b> - Follow more restrictive state requirement.
<b>Small Purchases</b> (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.	<b>Title 38</b> - Follow more restrictive state requirement.  <b>Title 39</b> - Follow more restrictive state requirement.

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		\$10,000 - \$30,000 Solicit 3 or more quotes.	\$5,000 - \$15,000 Solicit 3 or more quotes.	<b>Title 38 and Title 39</b> Align with federal requirement.
			\$15,000 - \$25,000 Solicit 5 or more quotes.	<b>Title 39</b> - Follow more restrictive state requirement.
<b>Sealed Bids</b> (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)	<b>Title 38</b> - Follow more restrictive state requirement. <b>Title 39</b> - Follow more restrictive state requirement.
<b>Competitive Proposals</b>	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 bidder.	Exceeding \$25,000  Refer to LA Procurement Code (R.S. 39:1551-1755)	<b>Title 38 and Title 39</b> Follow more restrictive state requirement.
<b>Noncompetitive Proposals –</b>	Sole source purchases are appropriate only under the circumstances listed below. These circumstances must be adequately documented.			

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

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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)

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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.

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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:

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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



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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 nonemployee 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.

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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*

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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

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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.

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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 pled *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall **not** 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 pled *nolo contendere* to a felony not listed in La. Rev. Stat. Ann. §15:587.1(C), who has been found to have submitted

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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.

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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

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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



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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.

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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.

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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**

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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.

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- 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

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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 30<sup>th</sup> 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 (15<sup>th</sup>) 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.

# March 19, 2019

FILE: GBRIB

Cf: EGAA, GBRIBA, GBRIBB

## 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.

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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.



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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.

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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

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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

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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**

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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

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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](http://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.

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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</u> <u>In Ascending Order</u>
Chief Operating Officer	Superintendent
Chief Academic Officer	
Chief Financial Officer	
Chief Technology Officer	

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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:

<b>PHASE I</b>		Maximum <u>Points</u>
<u>Application Letter</u>		1
<u>Professional Preparation</u>		7
1.	Doctorate Degree	3 points
2.	Specialist Degree	2 points



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- |    |  |         |
|----|--|---------|
| 3. | Masters + 30                             | 1 point |
| 4. | Leadership Academy/Parish Adm. Workshops | 1 point |

## Grade point Average (Graduate Level) 2

- |    |            |          |
|----|------------|----------|
| 1. | 3.5 to 4.0 | 2 points |
| 2. | 3.0 to 3.4 | 1 point  |

## Teaching Experience Classroom 3

- |    |               |          |
|----|---------------|----------|
| 1. | 11 + years    | 3 points |
| 2. | 6 to 10 years | 2 points |
| 3. | 1 to 5 years  | 1 point  |

## Professional and Civic Organizations

- |    |                     |         |
|----|---------------------|---------|
| 1. | Membership          | 1 point |
| 2. | Leadership Position | 1 point |

## Administrative Experiences (Educational) 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,

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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, GAEEA, GBC, JBCC, GBD, GBDA, GBRIB, GBRIC, and GBD-AP.**

**On behalf of the committee, Mr. Tarver offered a motion to accept the above referenced policies. A second was not needed and the motion passed on a unanimous vote.**

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.

**B. Employee Benefits Committee/February 28, 2019/Ron Hayes/Chair**

## **Mr. Hayes gave the following report:**

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at 3310 Broad Street, Lake Charles, Louisiana, on 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.

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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
  - o CPSB was required to fund an additional 10% of expected claims when purchasing the policy
  - o The coverage protected the plan up to \$2 Million after Expected Claims + 10%.
  - o 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:

## March 19, 2019

- 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 behalf of the committee, Mr. Hayes offered a motion to approve the recommendation. A second was not needed and the motion passed on a unanimous vote.**

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.

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

- 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.

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

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.

# March 19, 2019

## TAKE APPROPRIATE ACTION

Mr. Hardesty read the following:

A. Approval of amendment to maintenance services agreement with JCI/Sulphur High School Cooling Tower

### 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.

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

B. Approval to declare 2 house structures as surplus property/311 Pine Street, Sulphur, and 501 Lake Street, Westlake

To: Board Members

From: Wilfred Bourne, CFO

# March 19, 2019

Recently, the purchase of the lot with a house structure at 311 Pine St., Sulphur, and 501 Lake St., Westlake, were completed. 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.

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

C. Approval of Resolution regarding employment of special counsel/Hammonds, Sills, Adkins & Guice, LLC

## **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,

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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.

YEAS:13

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

-----  
NAYS: -----0-----

ABSENT: -----2-----

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

**D. Approval of Cooperative Endeavor Agreement with CPSB and the Workforce Development Board/Workforce Innovation and Opportunity Act of 2014**

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote. This item is available for viewing at 3310 Broad Street and as a part of the archived Minutes.

**E. Approval of Resolution adopting procedures for applications for Industrial Tax Exemption**

## 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

# March 19, 2019

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 \_\_\_19th\_\_\_ day of \_\_\_MARCH\_\_\_, 2019.

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

## F. Approval of Head Start 2019 Community Assessment Report

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the motion carried on a unanimous vote. This item is available for viewing at 3310 Broad Street and as a part of the archived Minutes.

## **BID REPORTS**

Mr. Hardesty read the following:

### A. Bid #2019-10PC/SJ Welsh Re-roofing/7<sup>th</sup> Grade South/\$50 million-dollar allocation

**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



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Daughdrill Roofing	\$517,061.00
Rycars Construction Roofing Solutions	\$597,735.00 \$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.

Calcasieu Parish School Board

P. O. Box 800

Lake Charles, LA 70602

Project: Re-Roofing 7<sup>th</sup> 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

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

**B. Bid #2019-11PC/Barbe High/Re-roofing buildings J&H, Girls' Gym and Weight Room/\$50 million-dollar allocation**

**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

# March 19, 2019

**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.

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

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

C. Bid #2019-13PC/Brenda Hunter Head Start Improvements, Phase 2/District 31  
Bond Funds

**DATE:** March 14, 2019

**DESCRIPTION:** Brenda Hunter Head Start Improvements--- Phase 2

# March 19, 2019

**FUNDS:** School District # 31 Bond Funds

**BID NUMBER:** 2019-13PC

**DESIGNER:** Moss Architects, Inc.

CONTRACTOR	BASE BID
Keiland Construction	\$1,259,000.00
Pat Williams Construction	\$1,322,000.00
The Committee recommends award of the contract to: Keiland Construction	
	1,259,000.00

(Base Bid) in the amount of:

One Million Two Hundred Fifty-Nine Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

**D. Bid #2019-12PC/Vinton High School and Bell City High School/Track replacement/General Funds**

**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
Asphalt Associates, Inc.	\$834,972.00
Wrangler Construction	\$1,064,148.00

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Geo Surfaces, Inc. \$698,000.00

K & J Development \$835,000.00

Athletic Turf Solutions \$1,011,000.00

The Committee recommends award of the contract to: GeoSurfaces, Inc.

GeoSurfaces

(Base Bid) in the amount of:

Six Hundred Ninety-Eight Thousand Dollars and No/100 -----\$698,000.00

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

**E. Bid #2019-08PC/Prien Lake Elementary Drainage/\$50 million-dollar allocation**

**DESCRIPTION:**

Prien Lake Elementary Drainage

**FUNDS:** 50 Million Allocation

**BID NUMBER:** 2019-08PC

**DESIGNER:** Peridian Engineering Services LLC

CONTRACTOR	BASE BID	ALT. # 1	ALT.#2	ALT. #3
D & G Construction LLC	\$120,027.50	\$10,000.00	\$8,400.00	\$15,500.00
Hawkeye, LLC	\$143,235.00	\$11,875.00	\$11,250.00	\$13,750.00
McManus Const. Inc.	\$165,580.00	\$10,625.00	\$9,843.75	\$31,875.00
Tommasi Bros, Inc	\$133,987.97	\$9,656.25	\$14,418.75	\$19,268.75
R D Spell	\$198,035.00	\$18,750.00	\$21,875.00	\$15,625.00
Pat Williams Const.	\$155,735.00	\$8,125.00	\$16,875.00	\$21,875.00
E. B. Feucht & Sons	\$166,417.00	\$24,375.00	\$20,625.00	\$30,625.00
Seima Const.	\$142,197.75	\$7,187.50	\$14,315.00	\$12,812.50

The Committee recommends award of the contract to:

# March 19, 2019

AMOUNT OF: BASE BID & ALTERNATE #1, IN THE D & G Construction LLC  
Base Bid and Alternate #1 in the amount of:

One Hundred Thirty Thousand Twenty-Seven Dollars and 50/100 -----\$130,027.50

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATES:

Alt #1. Access Road & Laydown Yard Lime Treatment Base  
Alt #2. Access Road & Laydown Yard Off-Site Pre-Mixed Lime Treatment Base  
Alt #3. Access Road & Laydown Yard Soil Cement Base

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

F. Bid #2019-07PC/ Phase 2 New two-story classroom wing, restroom renovations, hydronic piping/Washington-Marion High School/ District 31 Bond Funds

DATE: March 19, 2019

DESCRIPTION:

Phase 2-New Two-Story Classroom Wing, Restroom Renovations ,New Hydronic Piping Washington Marion High School

FUNDS: School District # 31 Bond Funds

BID NUMBER: 2019-07PC

DESIGNER: Ellender Architect & Associates, LLC

CONTRACTOR	BASE BID
Gunter Construction, Inc.	No Bid
Keiland Construction, LLC	\$4,199,000.00
Miller & Associates, LLC	\$3,880,000.00
Pat Williams Construction , LLC	\$3,799,000.00
Shannon Smith Construction	No Bid
Trahan Construction, LLC	No bid

The Committee recommends award of the contract to:

Pat Williams Construction LLC

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(Base Bid) in the amount of:

Three Million Seven Hundred Ninety-Nine Thousand Dollars and no/100-----\$3,799,000.00

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

**G. Bid #2019-36/Asphalt overlay project/Moss Bluff Middle/\$50 million-dollar allocation**

**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 AWARDED ELLIOTT CONSTRUCTION IN THE AMOUNT OF \$172,000.00 AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.**

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

**H. Bid #2020-07/Copy Paper for 2019-2010 School Year/General Funds**

**BIDS WERE SENT TO THE FOLLOWING:**

CONTRACT PAPER GROUP  
ECONOMICAL JANITORIAL

# March 19, 2019

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.

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

I. Bid # 2019-09PC/Pearl Watson Elementary interior and exterior improvements/  
District 31 Bond Funds

**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

# March 19, 2019

The Committee recommends award of the contract to:

Pat Williams Construction for \$845,000.00

(Base Bid) in the amount of:

Eight Hundred Forty - Five Thousand Dollars and No/100  
as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

## **PERMISSION TO ADVERTISE**

Mr. Hardesty read the following:

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

On a motion to approve by Mr. Breaux and a second by Mr. Hardy, the motion carried on a unanimous vote.

## **CORRESPONDENCE**

Mr. Hardesty read the following:

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.

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

B. Beneficial Occupancy for the Project, "Classroom Pods, Phase X, S.J. Welsh Middle School 2 story/16 classroom pod".



# March 19, 2019

On a motion to approve by Mr. Breaux and a second by Mr. Hayes, the motion carried on a unanimous vote.

## **CONDOLENCES/RECOGNITIONS**

Mr. Hayes congratulated Mr. and Mrs. Breaux regarding their daughter, Lauren, being named Miss McNeese 2019.

Mrs. Ballard reminded Board Members about the Town Hall meeting on Tuesday, March 26<sup>th</sup> at SOWELA.

Mr. Breaux and Mr. Hardy recognized Mr. Tommy Campbell regarding his retirement and thanked him for his hard work during his almost five years with Calcasieu Parish.

Mr. Breaux also mentioned Tammy Logan in the Risk Management Department regarding her retirement and almost thirty years with Calcasieu Parish. He congratulated Mr. Barrentine on his new appointment as Chief Operating Officer.

Mr. Duhon congratulated the Sam Houston High School baseball team for being named by USA Today in the top 25 baseball teams.

## **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. Tarver and a second by Mr. Dellafosse, the meeting adjourned at 7:35 p.m.

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**President**

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**Secretary**

## **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**



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



**[www.calcasieu 4all.com](http://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"><li>• Broaden recruitment areas to include partnerships to assist with recruitment such as Big Brothers/Big Sisters, CCOA, Senior Centers</li><li>• Recruit in zip areas with higher percentage of poverty</li><li>• Recruit immigrant families where they co-habitat such as family businesses, housing areas, schools with large number of ELL students</li><li>• Distribute recruitment flyer in different languages</li><li>• Promote through Social media (Facebook, twitter)</li></ul>

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

## **ITEM: 5. B.**

5K t-shirt contest presentation

1<sup>st</sup> Place: Jocelyn Nguyen – FK White Middle School

2<sup>nd</sup> Place: Morgan David – SJ Welsh

3<sup>rd</sup> Place: Azena Veronie – SJ Welsh



## ITEM: 5. C.

The following students are State Grade-Level Winners (T.S. Cooley Elementary)

K - Luke Robbins

1st - Camryn Jones

2nd - Kamryn Washington

3rd - Remy Girard

4th - Lilli Drounette

5th - Colin Laughlin

## ITEM 8. A.

### MINUTES CURRICULUM & INSTRUCTION COMMITTEE MEETING March 25, 2019

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, March 25, 2019 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Annette Ballard; Chair, Damon Hardesty, Fred Hardy, Dean Roberts, and Eric Tarver.

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

Board Members Absent: John Duhon; Bliss Bujard; Alvin Smith; Billy Breaux and 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 was led by Ms. Gay and the Pledge of Allegiance was led by Mr. Castille.

Tommy Campbell, Chief Academic Officer, presented the Board with the revisions that were being recommended to the 2019-2020 Student Code of Conduct by the CPSB Discipline Committee.

Those revisions included the following: Page 11; Dress Code, Allowing Bullet-Resistant Backpacks.

Page 14 & 15; Bullying and Intimidation, Addition of new language, addition of parents shall have opportunity to attend interviews of students if possible.

Page 16; Zero Tolerance, Addition of "CPSB Policy regarding Zero Tolerance can be found in the CPSB District Policy Manual – Section JDR".

Page 19; Acceptable User Policy, Revisions and addition of new language. Technology Department submitted new AUP.

Page 29; Student Search and Seizure, Revision of language.

Page 38; Level 4, Addition of Threat of Violence/Terrorism, Clarification of request to infraction wording.

A motion was made by Mr. Tarver and seconded by Mr. Hardy to accept the revisions. Questions were fielded by Mr. Campbell and the C&I Staff. The motion was voted on and passed unanimously.

Next, Mr. Campbell, along with Middle School Administrative Director Owen Clanton, and ELA Consultants April Gonzales and Liz Domingue presented to the board a recommendation to purchase a one year Learn Zillion license for ELA grades 6-12 for the 2019-20 school year. A motion was made by Mr. Hardy and seconded by Hayes to accept the staff's recommendation. After clarifying questions were answered the committee voted to favorably recommend the purchase on of a one year license for the use of LearnZillion in our 6-12 ELA classrooms for the 2019-20 school year to the full board.

There being no further business to discuss, Mrs. Ballard requested a motion to adjourn at 5:49 p.m. which was made by Mr. Hayes and seconded by Mr. Tarver.

Tommy Campbell  
Secretary

**ITEM: 8. B.**

**MINUTES  
BUDGET/FISCAL MANAGEMENT COMMITTEE MEETING  
March 25, 2019**

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:53 p.m., Monday, March 25, 2019, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. A quorum was present.

Present: Dean Roberts, Chairman, Russell Castille - Vice Chairman, committee members Annette Ballard, Glenda Gay, Damon Hardesty, Fred Hardy, Ron Hayes, Eric Tarver, Desmond Wallace and secretary, Wilfred Bourne.

Committee members absent: Mack Dellafosse, John Duhon and Alvin Smith

Mr. Roberts called the meeting to order.

Mr. Bourne presented the first item on the agenda – 2018-2019 General Fund Budget Revision #2. Budget revision #2 includes Revenues and Other Sources of Funds of \$351,468,912, an increase of \$12,486,655, and Expenditures and Other Uses of Funds of \$369,083,354, an increase of \$28,533,913, over revision #1. Budget revision #2 projects a current deficit of \$17,614,442 resulting in an unassigned fund balance of \$24,217,873 or 6.89% of projected revenues.

On a motion by Mrs. Ballard, seconded by Mr. Tarver it was recommended that General Fund Budget Revision #2 for 2018-2019 be approved as presented. The motion passed.

The next item presented was information concerning the public auction of surplus items. The auction will be held at the Burton Coliseum on Friday and Saturday, April 26<sup>th</sup>-27<sup>th</sup>. Pedersen & Pedersen Auctions, Inc. will conduct the auction. Staff submitted a preliminary list and will email board members when the final list is completed and will have it available at the April board meeting.

On a motion by Mr. Hardesty and seconded by Mr. Hardy it was recommended to declare listed items as surplus and authorize the items to be sold at auction April 26<sup>th</sup> -27<sup>th</sup>, 2019. The motion passed.

Next, Mr. Bourne presented a current update on the status of Pod Project #10. Eight Pods are completed, five are still in progress but will be completed for the new school year. This was for information only and did not require a motion for action.

The next item was a current update on the status of Pod Project #11. Advertisement and bidding on the projects are expected in mid to late spring. Financing will be finalized in April with construction starting in the summer. This was for information only and did not require a motion for action.

The next item on the agenda was employee count data. This information will be reported periodically to the board or when requested. The current number of active employees as of March 15, 2019, was 4,990. The active number of employees fluctuates from day to day. This was for information only and did not require a motion for action.

Mr. Bourne presented the 2019-2020 MFP Projections which showed a net decrease to Calcasieu Parish of \$10,418,353 due to a decrease in student count and an increase in sales tax and property revenues resulting in an increased local cost allocation from the DOE. This projection includes the effects of a projected 1.375% in per pupil allocation and \$5.1 million for a proposed \$1,000 pay raise for teachers and a \$500 pay raise for support personnel. This was for information only and did not require a motion for action.

There being no further business to discuss, on motion by Mr. Hardy and seconded Mr. Tarver, the committee adjourned the meeting at 6:20 p.m.

Wilfred Bourne  
Secretary

**2019-2020 Pupil Progression Plan  
Committee of Educators**

**Item 9. A.**

<b>Name</b>	<b>Area/School</b>	<b>Position</b>
Adams, Nicole Ashley	Moss Bluff Middle	Middle School Teacher
Babaz, Tararra	T. S. Cooley Elem.	Elementary School Teacher
Broussard, Jeffrey	Central Office	High School Consultant
Caldarera, Dr. Mary Lou	Central Office	Assessment Supervisor
Clanton, Owen	Central Office	Administrative Director Middle Schools
Fontenot, Inkka	J. D. Clifton	Elementary Librarian
Fontenot, Kendall	Moss Bluff Middle	Middle School Principal
Guillory, Rico	Central Office	Alternative Programs Principal
Hebert, Tammy	Central Office	Director of High School Curriculum
Heinen, Eric	Vinton High	High School Principal
Hill, Wendy	Central Office	Special Services Middle & High Supervisor
Hobaugh, Arlene	Central Office	RTI Admin. Coordinator /PPP Coordinator
LaFargue, Dr. Shannon	Central Office	Chief Academic Officer
Manuel, Rachel	S. J. Welsh Middle	Middle School Teacher
Miller, Dr. Anya	Johnson Elem.	Elementary School Principal
Pete, Robert	Central Office	High Schools Administrative Director
Portie, Dr. Jill	Central Office	Elementary Schools Administrative Dir.
Pugh, Kacie	Central Office	Elementary School Consultant
Reado, Dr. George	Central Office	Elementary Curriculum Director
Roberts, Monique	Central Office	World Languages Consultant
Spikes, John	Central Office	Federal Programs Director
Sweezy, Rebekah	F. K. White Middle	Middle School TELC Teacher
Thomas-Clark, Carolyn	Central Office	Middle School Consultant
Washington, Dr. Betty	Central Office	Special Services Administrative Director
Wilkinson, Mitzi	Central Office	Counselor Consultant
Williams, Karen	Central Office	Advanced Studies Admin. Coordinator
Wimberley, Kim	Sulphur High	High School Teacher

**Item 9. A.**

## 2019-2020 Pupil Progression Plan Committee of Parents

Name	Area/School
Achane, Gilbert	F. K. White Mid.
Alexander, Michelle	Prien Lake Elem.
Allen, Charlene	Sulphur High
Arrant, Brandie	Sam Houston High
Belaire, Kristy	J. I. Watson Elem.
Bell, Ikeiala	Fairview Elem.
Berry, Tricia	Vinton Mid.
Bertrand, Melissa	Sam Houston High
Billiot, Megan	DeQuincy High
Broussard, Maryann	T. S. Cooley Elem.
Cannon, Ludella	Ralph Wilson
Comeaux, Brandi	St. John Elem.
Cox, Colleen	J. I. Watson Elem.
Cretien, Lashonda	Oak Park Mid.
Deruso, Brandy	J. I. Watson Elem.
Edwards, Jr., Rapheal	J. D. Clifton Elem.
Evans, Chad	Arnett Mid.
Gary, Carol	Vinton Mid.
Grayson, Lisa	S. J. Welsh Mid.
Guillory, Stitch	Arnett Mid.
Hidalgo, Sonya	Sulphur High
Istre, Allison	Bell City High
Kahrs, Maria	F K. White Mid.
Karam, Candace	J. I. Watson Elem.
Lazard, Jacinta	J. D. Clifton Elem.
Mandonado-Oca, Marielys	Fairview Elem.
Matthews, Christina	St. John Elem.
Miller, Elizabeth	Ralph Wilson
Moran, Alecia	Maplewood Elem.

[illegible]

**MODEL RESOLUTION**  
**INCREASE IN THE 2019-20 MFP**

WHEREAS, the Minimum Foundation Program (MFP) establishes the state funding component of the K12 public education system in Louisiana and the Legislature is required to fully fund the formula;

WHEREAS, there was no increase in the base per pupil for the school years of 2009-10, 2010-11, 2011-12, 2012-13 and 2013-14;

WHEREAS, in the 2014 Regular Session the MFP base per pupil increased from \$3,855 to \$3,961 for the 2014-15 school year;;

WHEREAS, had the MFP base per pupil been increased each year by the anticipated 2.75%, the 2019-2020 MFP would be \$5,056;

WHEREAS, BESE has unanimously recommended a 1.375% increase in the base per pupil of 2019-2020, raising the base per pupil from \$3961 to \$4,015;

WHEREAS, BESE's recommendation also includes additional funding in Level 3 of the MFP dedicated to an increase in salary for teachers and support workers in the amount of \$1,000 and \$500, respectively;

WHEREAS, the Calcasieu Parish School Board has been absorbing ever increasing operational costs, from health insurance, to technology, to security of students, to curriculum to align with the state standards, and increasing demands of the state accountability system, without increase state funding;

WHEREAS, BESE's unanimously recommended MFP will benefit local school districts in every parish, as well as every public charter school in the state;

WHEREAS, the Calcasieu Parish School Board appreciates that BESE's recommended MFP divides the increased funding between a dedicated teacher and support worker pay raise and an increase in per pupil funding will still help meet the ever-increasing costs of providing a public education;

NOW THEREFORE, BE IT RESOLVED that the Calcasieu Parish School Board, supports the unanimously approved MFP adopted by BESE to increase the MFP Level 1 per pupil by 1.375% and to provide funding for a dedicated teacher and support worker pay raise in Level 3 of the MFP;

BE IT FURTHER RESOLVED, that the Calcasieu Parish School Board urges the Legislature to approve the unanimously approved MFP by BESE for the 2019-20 school year;

FINALLY, BE IT FURTHER RESOLVED, that the Calcasieu Parish School Board directs the Superintendent to forward a copy of this Resolution to each member of the Calcasieu Parish Legislative delegation and to Governor John Bell Edwards.



## **Item 9. C.**

TO: Board Members  
FROM: Wilfred Bourne  
SUBJECT: Health Insurance Premium Holiday  
DATE: April 2, 2019

In February, the health insurance committee was advised by staff that depending upon the final fiscal results of the remainder of the health insurance plan year, it might be possible to declare a one month premium holiday for all active health insurance plan participants. This was being considered to reduce the balance of reserve funds that were growing beyond immediate needs. In the process of evaluating the fiscal performance of the health insurance fund plan year, it's been determined by staff that results of operations have created sufficient reserves to make consideration of a one month "premium holiday" possible. If approved, it would result in foregoing revenue to the health plan fund of just over \$5 million. The plan would still maintain sufficient reserves for normal operations in the new plan year.

Staff recommendation: Declare a one month "premium holiday" for all plan participants except COBRA participants for the month of April for regular payroll deducted employees and for the month of May for retirees and all others.

COOPERATIVE AGREEMENT  
BETWEEN  
RECREATION DISTRICT NO. 1  
OF WARD 4  
AND

UNITED STATES OF AMERICA  
  
STATE OF LOUISIANA  
PARISH OF CALCASIEU

CALCASIEU PARISH SCHOOL BOARD

**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between **RECREATION DISTRICT NO. 1 WARD 4** of Calcasieu Parish, Louisiana, a political subdivision of the State of Louisiana (hereinafter called “Recreation District”), herein represented by its Chairman, \_\_\_\_\_, and the **CALCASIEU PARISH SCHOOL BOARD**, a political subdivision of the State of Louisiana (hereinafter called “School Board”), herein represented by its President, Damon Hardesty.

**WITNESSETH:**

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other...,”

**WHEREAS**, the School Board has approved its participation in this project for improving and maintaining the football playing surface at Westlake High School;

**WHEREAS**, the Recreation District and the School Board wish to enter into this Agreement for the mutual benefit of the Parish of Calcasieu as authorized under LSA-R.S.33:1321 et seq. (“Local Services Law”) and Louisiana Constitution, Article VII, Section 14;

The Parties agree as follows:

### **ARTICLE I – PROJECT IDENTITY**

This Project will be identified as “Improvements to Westlake High Football Playing Surface”. All invoices and other correspondence submitted in connection with the Project shall be identified by the project name set forth above.

### **ARTICLE II – PROJECT, SCOPE AND FUNDING**

The Calcasieu Parish School Board shall utilize the funds provided by the Recreation District and the School Board, under this Cooperative Agreement, to complete improvements and ongoing maintenance as described in Appendix A, attached hereto and made a part hereof. The contribution to this Project by each party will be fifty percent (50%) not to exceed \$400,000.00. Under no circumstances shall the Recreation District have any obligation to the School Board or to any third person, association, partnership or corporation for any additional sum or contribution. The School Board shall oversee all work and all work will proceed under the direction of School Board policies and procedures.

### **ARTICLE III – NOTICE TO PROCEED**

The School Board shall proceed with the work upon receipt of a fully executed copy of the Agreement and will bill the Recreation District upon completion of the work.

### **ARTICLE IV – COMPLIANCE WITH LAWS**

The School Board and its employees, contractors, subcontractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Cooperative Agreement.

The School Board shall retain ultimate control and responsibility for the Project, and its contractors and subcontractors shall be bound by these conditions and all other requirements applicable to the School Board in the conduct of the Project.

### **ARTICLE V – PAYMENT**

- A. Payment to the Calcasieu Parish School Board shall be made by the Recreation District upon presentation of billing. All checks shall be made payable to the Calcasieu Parish School Board.
- B. The School Board shall monitor the performance of activities supported by this Cooperative Agreement to ensure that time schedules are being met, projected work units by time periods are

being accomplished, and other performance goals are being achieved.

#### **ARTICLE VI – FINANCIAL MANAGEMENT SYSTEM**

The School Board must possess or establish a system of accounting and financial controls adequate to permit the effective administration of a cost-type contract. This includes fiscal control and fund accounting procedures which assure proper disbursement of and accounting for funds provided under this Cooperative Agreement and any required School Board expenditures. This responsibility applies to funds disbursed by contractors as well as to funds disbursed in direct operations of the School Board. Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures charged to project activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

#### **ARTICLE VII – PROCUREMENT STANDARDS AND REQUIREMENTS**

The participation by the Recreation District in the Project shall in no way be construed to make them a party to any contracts between the School Board and its contractors and/or subcontractors. However, all parties to this agreement shall

be deemed to derive benefit from the contracts and this stipulation shall be incorporated into all contracts for work on the Project.

### **ARTICLE VIII – INSURANCE**

The School Board shall procure and maintain, for the duration of the contract, appropriate insurance coverage with a company licensed in the State of Louisiana.

### **ARTICLE IX – SCHOOL BOARD REPRESENTATIVE**

The Recreation District, its officers, engineers and employees shall not be required to supervise or perform any other services or activities in connection with the conduct of this Project and the School Board shall assume full responsibility therefore.

### **ARTICLE X – FINAL INSPECTION, MAINTENANCE AND USE**

Upon completion and final acceptance of all Projects including liquidation of all funds available, the School Board shall assume primary maintenance of the Project. Minor maintenance may be performed by the Recreation District with the consent of the School Board. Once the Project has been finally accepted and the School Board has complied with the provisions of this Agreement, those persons authorized or allowed to use the property and facilities of the Recreation District shall be entitled to use the Westlake High School Football Stadium as scheduled by the school principal. Priority for use shall remain with the students

of Westlake High School and those individuals or groups designated by the school principal as entitled to priority use.

#### **ARTICLE XI – ASSIGNABILITY**

The School Board shall not assign any interest in this Cooperative Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Recreation District.

#### **ARTICLE XII – SUCCESSORS AND ASSIGNS**

This Cooperative Agreement shall be binding upon the successors and assigns of the respective parties hereto.

#### **ARTICLE XIII – AMENDMENTS**

No amendment shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

#### **ARTICLE XIV – REPRESENTATION**

The School Board and the Recreation District represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations and all other communications between the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**CALCASIEU PARISH SCHOOL BOARD**

**BY:** \_\_\_\_\_

Damon Hardesty, PRESIDENT

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**RECREATION DISTRICT NO. 1, WARD 4**

**BY:** \_\_\_\_\_

**CHAIRMAN**



**APPENDIX A**  
**RESURFACE FOOTBALL PLAYING SURFACE**

1.     Resurface football playing surface.

## **PROJECT LIST FOR**

1.     Resurface football playing surface.

**CERTIFICATE RESOLUTION**

**A RESOLUTION AUTHORIZING ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED FOUR MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$4,250,000) DOLLARS EXCESS REVENUE CERTIFICATES OF INDEBTEDNESS OF THE CALCASIEU PARISH SCHOOL BOARD, SERIES 2019, CONFIRMING THE SALE, PRESCRIBING THE FORM AND FIXING THE DETAILS THEREOF; PROVIDING FOR SECURITY AND PAYMENT OF SAID CERTIFICATES IN PRINCIPAL AND INTEREST; AND CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, it is projected that the general fund budget of the Calcasieu Parish School Board, Lake Charles, Louisiana (the "Issuer") for the fiscal year ending June 30, 2019, will show an estimated excess of revenues over statutory, necessary and usual charges and all other expenses for such fiscal year in the total amount in excess of \$ \_\_\_\_\_, as will more fully appear by reference to said budget;

WHEREAS, after carefully investigating and studying the actual revenues and expenditures and all matters in connection therewith for that portion of the fiscal year ending June 30, 2019, the Issuer has found and does hereby find and determine that the actual surplus for said fiscal year will, in all probability, be in excess of the amount reflected in the aforesaid budget;

WHEREAS, the estimates contained in the aforesaid budget are also deemed reasonable and conservative in view of the operating experience over the past several years, as reflected by the official audits, over the general fund revenues and expenditures;

WHEREAS, Sections 2922 to 2923, inclusive, of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), authorizes the Issuer to make and enter into contracts dedicating the excess of annual revenues of subsequent years above statutory, necessary and usual

charges to the payment of that portion of the cost of public improvements which is to be borne by the Issuer under such contracts, provided all such dedications do not exceed the estimated excess of revenues over said statutory, necessary and usual charges of the year in which the contract is made;

WHEREAS, the Issuer desires to incur debt and issue not exceeding FOUR MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$4,250,000) DOLLARS in Excess Revenue Certificates of Indebtedness (the "Certificates") in the manner authorized and provided by the Act and as hereinafter provided, for the purpose of (i) financing the costs of construction of additional classrooms in various Calcasieu Parish, Louisiana schools, title to which shall be in the public, and (ii) paying the costs of issuance of the Certificates (the "Project");

WHEREAS, it has been determined by the Issuer that after meeting statutory, necessary and usual charges, there will remain ample undedicated funds to pay debt service on the Certificates herein authorized;

WHEREAS, the Issuer acquired approval of the Louisiana State Bond Commission on December 13, 2018, for approval of the issuance, sale and delivery of the Certificates for the purpose of financing the Project, and which Certificates are to be secured by and payable from the excess of annual revenues accruing to the budget of the Issuer (the "Excess Revenues"), for the ten (10) year period during which the Certificates are outstanding, above statutory, necessary and usual charges;

WHEREAS, the Issuer now desires to provide for issuance of the original principal amount of FOUR MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$4,250,000) DOLLARS of its Excess Revenue Certificates of Indebtedness, Series 2019 (the "Series 2019 Certificates") to finance the Project, said Series 2019 Certificates to be secured by and payable from the

Excess Revenues for the ten (10) year period during which the Series 2019 Certificates are outstanding, above statutory, necessary and usual charges;

WHEREAS, the Series 2019 Certificates shall be issued and secured on a *pari passu* basis as to the Issuer's Excess Revenues with (i) the Issuer's \$5,000,000 Qualified School Construction Bonds Program (Taxable Certificate of Indebtedness) Series 2009 issued pursuant to a resolution adopted by the Issuer on December 1, 2009; and (ii) the Issuer's \$15,000,000 Excess Revenue Certificates of Indebtedness, 2017 Series, issued pursuant to a resolution adopted by the Issuer on February 14, 2017 (collectively, the "Parity Debt");

WHEREAS, sale of the Series 2019 Certificates, dated the date of delivery thereof, has been negotiated with \_\_\_\_\_ (the "Purchaser"), at a price of \_\_\_\_ % \_\_\_\_\_ of \_\_\_\_\_ par \_\_\_\_\_ and accrued interest to date of delivery; and

WHEREAS, the Issuer desires to employ Crews & Associates, Inc., Little Rock, Arkansas, as placement agent in connection with the sale of the Series 2019 Certificates to the Purchaser;

NOW THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, as follows:

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

"Act" means Sections 2922 to 2923, inclusive, of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and constitutional and statutory authority supplemental thereto.

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

“Authorized Denominations” means \$100,000 or any integral multiple of \$5,000 in excess thereof.

“Bond Counsel” means Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana.

“Bond Register” means the record kept by the Paying Agent at its principal corporate office in which registration of the Certificates and transfers of the Certificates shall be made as provided herein.

“Business Day” means a day of the year other than a day on which banks in the city in which the Paying Agent is located are required or authorized to remain closed or the New York Stock Exchange is closed.

“Calcasieu Parish School System” means the public school system available to the members of the general public at large, administered and maintained by the Governing Authority.

“Certificate” means any Series 2019 Certificate of Indebtedness of the Issuer authorized to be issued by this Resolution, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any certificate previously issued.

“Code” means the Internal Revenue Code of 1986, as amended.

“Defeasance Obligations” shall mean (a) cash, or (b) non-callable Government Securities.

“Excess Revenues” means the excess of annual revenues of the Issuer in the Fiscal Year Beginning July 1, 2018, and ending June 30, 2019, and subsequent years above statutory, necessary and

usual charges as well as those funds and monies of the Issuer budgeted, allocated, available, dedicated, set aside or otherwise to be utilized to fund or make debt service payments on the outstanding Certificates.

“Executive Officers” means, collectively, the President, Secretary, and Chief Financial Officer of the Governing Authority.

“Federal” means the United States of America.

“Governing Authority” means the Calcasieu Parish School Board, as governing authority of the Issuer.

“Government Securities” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity, and may be United States Treasury obligations such as the State and Local Government Series and may be in book-entry form.

“Interest Payment Dates” means April 1 and October 1 in each year commencing October 1, 2019.

“Investment Letter” means the investment letter executed by the Purchaser.

“Issuer” means the Parish School Board of Calcasieu Parish, Louisiana.

“Outstanding” when used with respect to the Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Resolution, except:

1. Certificates theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation.
2. Certificates for which payment or redemption sufficient funds have been theretofore deposited in trust for the Owners of such Certificates, provided that, if such Certificates are to be

redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Resolution or waived.

3. Certificates in exchange for or in lieu of which other Certificates have been registered and delivered pursuant to this Resolution.

4. Certificates alleged to have been mutilated, destroyed, lost, or stolen, which have been paid as provided in this Resolution or by law.

5. Certificates for the payment of principal (or redemption price, if any) of and interest on which money or Government Securities or both are held in trust with the effect specified in this Resolution.

“Owner” or “Owners” or “Registered Owner” when used with respect to any Certificate means the Person in whose name such Certificate is registered in the Bond Register, as herein provided.

“Parity Debt” means, collectively, (i) the Issuer’s \$5,000,000 Qualified School Construction Bonds Program (Taxable Certificates of Indebtedness) Series 2009 issued pursuant to a resolution adopted by the Issuer on December 1, 2009; and (ii) the Issuer’s \$15,000,000 Excess Revenue Certificates of Indebtedness, 2017 Series, issued pursuant to a resolution adopted by the Issuer on February 14, 2017.

“Paying Agent” means \_\_\_\_\_, in the City of \_\_\_\_\_, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution, and thereafter “Paying Agent” shall mean such successor Paying Agent.

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

“Placement Agent” means Crews & Associates, Inc., Little Rock, Arkansas.

“Project” means (i) paying the costs of construction of additional classrooms in various Calcasieu Parish, Louisiana schools, and (ii) paying the costs of issuance of the Certificates.



“Purchaser” means \_\_\_\_\_.

“Qualified Investments” means (i) cash, (ii) Government Securities, and (iii) time certificates of deposit of state banks organized under the laws of the State and national banks having their principal office in the State which are fully collateralized by government securities as provided by Louisiana law, or any other investment security which may be permitted by Louisiana law.

“Record Date” for the interest payable on any Interest Payment Date means the 15<sup>th</sup> calendar day of the month next preceding an Interest Payment Date, whether or not such day is a Business Day.

“Resolution” means this Resolution authorizing issuance of the Series 2019 Certificates.

“Series 2019 Certificates” means the Calcasieu Parish School Board Excess Revenue Certificates of Indebtedness, Series 2019, authorized by this Resolution, in the total aggregate principal amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000).

“Sinking Fund” shall have the meaning ascribed to such term in Section 15 hereof.

“State” means the State of Louisiana.

**SECTION 2. Authorization of Certificates; Maturities.** In compliance with and under the authority of the provisions - the Act and pursuant to proceedings regularly and legally taken by the Issuer, there is hereby authorized the creation of an indebtedness of not exceeding FOUR MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$4,250,000) DOLLARS, for, on behalf of and in the name of the Issuer, to be represented by Excess Revenue Certificates of Indebtedness of the Issuer, for the purpose of paying the costs of construction of additional classrooms in various Calcasieu Parish, Louisiana schools, and paying the costs of issuance of the Certificates. To represent said indebtedness, there be and there is hereby authorized issuance of negotiable interest bearing, fully registered Excess Revenue Certificates of Indebtedness of the Calcasieu Parish School Board, Series 2019, in the aggregate principal amount of FOUR MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100

(\$4,250,000) DOLLARS (the "Series 2019 Certificates"), which Series 2019 Certificates shall be issued as a single Certificate in Authorized Denominations, without coupons, numbered R-1, shall be dated the date of its delivery, and shall bear interest at the rate of \_\_\_\_\_ per cent (\_\_\_%) per annum (using a year of 360 days comprised of twelve 30-day months), payable April 1 and October 1 of each year beginning October 1, 2019, both principal and interest being payable at the principal corporate office of the Paying Agent and shall mature as follows:

MATURITY DATE (April 1)	PRINCIPAL AMOUNT
2020	_____,000
2021	_____,000
2022	_____,000
2023	_____,000
2024	_____,000
2025	_____,000
2026	_____,000
2027	_____,000
2028	_____,000
2029	_____,000

The principal of the Certificates, upon maturity or redemption, shall be payable at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof, and interest on the Certificates shall be payable by check mailed by the Paying Agent to the Registered Owner at the address shown on the Bond Register. The person in whose name any Certificate is registered at the close of business on the Record Date with respect to an Interest Payment Date (unless such Certificate has been called for redemption on a redemption date which is prior to such Interest Payment Date) shall be entitled to receive the interest payable with respect to such Interest Payment Date notwithstanding the cancellation of such Certificate upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date. Each Certificate delivered under this Resolution upon transfer of or in exchange for or in lieu of any other Certificate shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Certificate, and each such Certificate will bear interest (as herein set forth) so that neither gain nor loss interest shall result from such transfer, exchange or substitution.

No Certificate will be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Certificate a certificate of registration, substantially in the form provided in this Resolution, executed by the Paying Agent by manual signature.

The Certificates may be transferred only to an “accredited investor” as that term is defined in Rule 501 of Regulation D under the Securities Act or a “qualified institutional buyer” as that term is defined under Rule 144A of the Securities Act. Any transfer in violation of this subsection shall be null and void. The Purchaser shall be required to execute and deliver to the Issuer an Investment Letter in such form as may be approved by Bond Counsel. Transfers of the Certificates shall be in Authorized Denominations and shall not require the transferee to execute an Investment Letter.

**SECTION 3. Redemption Provisions.** The Series 2019 Certificates shall be callable for redemption by the Issuer in full at any time on or after April 1, 20\_\_, or in part in the inverse order of their maturities, and if less than a full maturity then by lot within such maturity, on any Interest Payment Date on or after April 1, 20\_\_, at the principal amount thereof, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for to the date fixed for redemption.

In the event a Certificate to be redeemed is of a principal amount denomination larger than \$100,000, a portion of such Certificate (\$5,000 principal amount or any multiple thereof) may be redeemed. Any Certificate which is to be redeemed only in part shall be surrendered at the principal corporate office of the Paying Agent and there shall be delivered to the Owner of such Certificate a new Certificate or Certificates of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal amount of the Certificate so surrendered.

In the case of any redemption of Certificates, the Issuer shall give written notice to the Paying Agent of the election so to redeem and the redemption date, and of the principal amounts and numbers of the Certificates or portions of Certificates of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the redemption date. Official notice of such call of any of the Certificates for redemption will be given by the Paying Agent by means of first class mail, postage

prepaid, by notice deposited in the United States mail not less than thirty (30) days prior to the redemption date, addressed to the Owner of each Certificate to be redeemed as shown on the Bond Register. Failure to give such notice by mailing to any Owner, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Certificates.

**SECTION 4. Exchange of Certificates; Persons Treated as Owners.** The Issuer shall cause books for registration and for transfer of the Certificates (the "Bond Register"), as provided in this Resolution to be kept at the principal office of the Paying Agent, and the Paying Agent is hereby constituted and appointed the Registrar for the Certificates. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the Issuer, or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Certificates.

The Certificates may be transferred, registered and assigned, at the expense of the Issuer, only upon the Bond Register upon surrender thereof at the principal office of the Paying Agent and by execution of the assignment form on the Certificates or by other instrument of transfer and assignment in such form as shall be satisfactory to the Paying Agent. A new Certificate or Certificates will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for such transferred and assigned Certificates within three (3) business days after receipt of the Certificates to be transferred in proper form. Such new Certificate or Certificates must be in the Authorized Denominations. Neither the Issuer nor the Paying Agent will be required to issue, register the transfer of or exchange any Certificate during a period beginning (i) at the opening of business on the Record Date, or (ii) with respect to any Certificate called for redemption prior to maturity during a period beginning at the opening of business fifteen (15) days before the date of mailing of a notice of redemption of such Certificate and ending on the date of such redemption. The execution by the Issuer of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Paying Agent shall thereby be authorized to authenticate, date and deliver such Certificate; provided, however, that the principal amount of outstanding Certificates of each maturity authenticated by the Paying Agent shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements, subject to the provisions of Section 24 hereof. The Issuer is authorized to prepare, and the Paying Agent shall

keep custody of, multiple Certificate blanks executed by the Issuer for use in the transfer and exchange of Certificates.

All Certificates delivered upon any registration of transfer or exchange of Certificates shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Resolution as the Certificates surrendered. Prior to due presentment for registration of transfer of any Certificate, the Issuer and the Paying Agent, and any agent of the Issuer, or the Paying Agent may deem and treat the person in whose name any Certificate is registered as the absolute owner thereof for all purposes, whether or not such Certificate shall be overdue, and shall not be bound by any notice to the contrary.

**SECTION 5. Registered Owner.** As to any Certificate, the Person in whose name the same shall be registered as shown on the Bond Register required by Section 4, shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, and interest on any such Certificate shall be made only to or upon the order of the Registered Owner thereof or his legal representative, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate, including the interest thereon, to the extent of the sum or sums so paid.

**SECTION 6. Form of Certificates.** The Certificates and the endorsements to appear thereon will be in substantially the following form, to-wit:

(FACE OF CERTIFICATE)

THIS CERTIFICATE MAY BE TRANSFERRED ONLY TO: (I) A "QUALIFIED INSTITUTIONAL BUYER," AS DEFINED IN RULE 144a OF THE SECURITIES AND EXCHANGE COMMISSION; OR (II) AN ACCREDITED INVESTOR AS DEFINED IN RULE 501(A)(1) OF REGULATION D OF THE 1933 ACT.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CALCASIEU

REGISTERED

REGISTERED

NO. R-1

\$ \_\_\_\_\_

CALCASIEU PARISH SCHOOL BOARD  
EXCESS REVENUE CERTIFICATE OF INDEBTEDNESS  
SERIES 2019

DATED DATE:                      MATURITY DATE:                      INTEREST RATE:

April \_\_\_\_\_, 2019

The Calcasieu Parish School Board, Calcasieu Parish, Louisiana (the "Issuer") for value received, hereby acknowledges itself indebted and promises to pay to

**REGISTERED OWNER:** \_\_\_\_\_

**PRINCIPAL AMOUNT:** FOUR MILLION, TWO HUNDRED FIFTY THOUSAND DOLLARS

or registered assigns, on the maturity date set forth above, the principal amount set forth above, together with interest thereon from the dated date, said interest payable on April 1 and October 1 of each year, commencing October 1, 2019, at the interest rate per annum set forth above until said principal sum is paid, unless this Certificate has been previously called for redemption and payment shall have been duly made or provided for. The principal of this Certificate upon maturity or redemption is payable in lawful money of the United States of America at the principal corporate trust office of \_\_\_\_\_ located in \_\_\_\_\_, Louisiana (the Paying Agent/Registrar), or successor thereto, upon presentation and surrender hereof. Interest on this Certificate is payable by check mailed on each Interest Payment Date by the Paying Agent/Registrar to the registered owner (determined as of the 15<sup>th</sup> calendar day of the month next preceding said Interest Payment Date) at the address, as shown on the books of the Paying Agent/Registrar.

The Certificates shall be callable for redemption by the Issuer in full at any time on or after April 1, 20\_\_\_\_, or in part in the inverse order of their maturities, and if less than a full maturity then by lot within such maturity, on any Interest Payment Date on or after April 1, 20\_\_\_\_, at the principal amount thereof, plus

accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for to the date fixed for redemption.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS CERTIFICATE SET FORTH ON THE REVERSE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Certificate Resolution (defined hereinafter) until the certificate of registration hereon shall have been signed by the Paying Agent/Registrar.

IN WITNESS WHEREOF, the Calcasieu Parish School Board has caused this Excess Revenue Certificate of Indebtedness to be executed in its name by the facsimile signatures of the duly authorized President and Secretary of the Calcasieu Parish School Board, and the seal of said Issuer to be impressed or imprinted hereon, and this Certificate to be dated April \_\_\_\_, 2019.

CALCASIEU PARISH SCHOOL BOARD

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

[S E A L]

(LOWER LEFT)

PAYING AGENT/REGISTRAR'S  
CERTIFICATE OF REGISTRATION

This Certificate is one of the Certificates  
referred to in the within mentioned  
Certificate Resolution.

\_\_\_\_\_ in the City of  
\_\_\_\_\_, Louisiana,

as Paying Agent/Registrar

By: \_\_\_\_\_

Date of Authentication:

(REVERSE OF CERTIFICATE)

#### ADDITIONAL PROVISIONS

This Certificate is one of a single, fully registered Excess Revenue Certificate of the Calcasieu Parish School Board, State of Louisiana, issued in the aggregate principal amount of FOUR MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$4,250,000.00) DOLLARS; said Certificate to mature annually, issued pursuant to a Resolution adopted on April 9, 2019, by the Calcasieu Parish School Board, under the provisions of Sections 2922 and 2923, *et seq.*, of Title 33 of the Louisiana Revised Statutes of 1950, as amended, for the purpose of (i) paying the cost of construction and installation of additional classrooms in various Calcasieu Parish, Louisiana schools, and (ii) paying the costs of issuance of the Certificates.

This Certificate and the other Certificates of this issue are secured by and payable in principal and interest from the irrevocable pledge and dedication of the excess of annual revenues of the Issuer in the Fiscal Year Beginning July 1, 2018, and ending June 30, 2019, and subsequent years above statutory, necessary and usual charges as well as those funds and monies of the Issuer budgeted, allocated, available, dedicated, set aside or otherwise to be utilized to fund or make debt service payments on the outstanding Certificates. The Issuer is obligated to budget annually a sufficient sum of money to pay said Certificates and the interest thereon as they respectively mature, and to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and interest on all outstanding certificates of indebtedness, after payment in such years of all statutory, necessary and usual charges. For a more complete statement of the revenues from which and conditions under which this Certificate is payable, and the general covenants and provisions pursuant to which this Certificate is issued, reference is hereby made to the aforesaid Resolution adopted on April 9, 2019.

This Certificate is secured on a *pari passu* basis as to the Issuer's Excess Revenues with (i) the Issuer's \$5,000,000 Qualified School Construction Bonds Program (Taxable Certificates of Indebtedness) Series



2009 issued pursuant to a resolution adopted by the Issuer on December 1, 2009; (ii) the Issuer's \$15,000,000 Excess Revenue Certificates of Indebtedness, 2017 Series, issued pursuant to a resolution adopted by the Issuer on February 14, 2017 (collectively, the "Parity Debt").

At the option of the Issuer, Certificates of this issue shall be callable for redemption prior to their stated dates of maturity in inverse order of their maturities, and if less than a full maturity, then by lot within such maturity on any interest payment date on or after April 1, 20\_\_, at a price of par of the face value thereof and accrued interest to the redemption date. Notice of call for redemption of any of the Certificates shall be given not less than thirty (30) days prior to the redemption date by means of registered or certified mail by notice deposited in the United States Mail addressed to the registered owner of each Certificate to be redeemed at his address as shown on the registration books of the Paying Agent/Registrar. In the event a Certificate is of a denomination larger than \$100,000 a portion of such Certificate (\$5,000 or any multiple thereof) may be redeemed.

IT IS CERTIFIED that this Certificate is authorized by and is issued in conformity with the requirements of the Constitution and Statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Certificate and the issue of which it forms a part, necessary to have the same constitute legal, binding and valid obligation of the Issuer, have existed, have happened and have been performed in due time, form and manner, as required by law, and that this Certificate and the issue of which it forms a part do not exceed any limitation prescribed by the Constitution and Statutes of the State of Louisiana. It is also certified, recited and declared that this Certificate is negotiable paper under the Law Merchant, and it shall not be invalid for any irregularity or defect in the proceedings provided for its issuance and that it shall be incontestable in the hands of *bona fide* purchasers thereof for value.

#### ASSIGNMENT

FOR		VALUE		RECEIVED,
the	undersigned,	hereby	sells, assigns and	transfers unto
the	within Certificate	and all rights thereunder,	and hereby irrevocable	constitutes and appoints

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

Dated:

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

(FORM OF LEGAL OPINION CERTIFICATE -  
TO BE PRINTED ON ALL CERTIFICATES)

I, the undersigned Secretary of the Calcasieu Parish School Board, Calcasieu Parish, Louisiana, do hereby certify that the following is a true copy of the complete legal opinion of Joseph A. Delafield., A Professional Corporation, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original Certificates of the issue described therein and was delivered to Crews & Associates, Inc., representing the original purchasers thereof.

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Secretary

**SECTION 7. Execution of Certificates.** The Certificates shall be signed by the Executive Officers of the Issuer for, on behalf of, in the name of and under the corporate seal of the Issuer, and the Legal Opinion Certificate shall be signed by the Secretary of the Governing Authority, which signatures and corporate seal may be either manual or facsimile and the delivery of any Certificate so executed at any time thereafter shall be valid although, before the date of delivery, the persons signing the Certificates cease to hold office.

**SECTION 8. Reserved.**

**SECTION 9. Reserved.**

**SECTION 10. Obligations of the Issuer.** The Certificates herein authorized shall be secured by and payable in principal and interest from the irrevocable pledge and dedication of the Excess Revenues. Until said Certificates herein authorized shall have been paid in full in principal and interest, the Issuer does hereby obligate itself to budget annually a sufficient sum of money to pay said Certificates and the interest thereon as they respectively mature, and to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and the interest on all outstanding Certificates, after payment in such years of all statutory, necessary and usual charges. It shall be specifically understood and agreed, however, and this provision shall be made a part of this contract, that after the funds have actually been set aside out of the revenues of any year sufficient to pay the principal of and the interest on said Certificates for that year and such funds have been deposited in a Sinking Fund, then any excess of annual revenues remaining in that year shall be free for expenditure by the Issuer for other lawful purposes.

The Governing Authority of the Issuer does hereby obligate itself and is bound under the terms and provisions of law, that so long as any of the Certificates herein authorized are outstanding, it will, in each year, maintain efficiency and economy, together with sufficient rates, fees and charges in the operation of the Calcasieu Parish School System together with taxes levied and collected each year sufficient to meet debt service requirements on all outstanding excess revenue certificates of indebtedness, including the present issue, after payment of all statutory, necessary and usual charges of the Issuer for the current year, and said obligation shall be irrevocable until the Certificates have been paid in full as to both principal and interest, and this Resolution imposing said obligation shall not be subject to amendment in any manner which would impair the rights of the holders from time to time of the Certificates herein authorized or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. This Certificate Resolution shall be and remain irrevocable until the Certificates and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

**SECTION 11. Application of Certificate Proceeds; 2019 Excess Revenue Project Fund.** Neither the purchaser of the Certificates nor the holder of any of them shall in any way be responsible for the application of the proceeds of said Certificates by the Governing Authority or any of its officers. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and

incidental to carry out all of the provisions of this Resolution. The proceeds derived from the sale of the Series 2019 Certificates, other than accrued interest upon the Series 2019 Certificates to be deposited into the **2019 Excess Revenue Certificate Sinking Fund** in accordance with the provisions of Section 15 hereof, shall be deposited into a fund separate and apart from the general funds of the Governing Authority, namely, the “**2019 Excess Revenue Project Fund**” (the “**2019 Excess Revenue Project Fund**”) hereby created, and disbursements shall be made from the **2019 Excess Revenue Project Fund** solely and only for the purposes for which the Certificates are being issued and for which the principal proceeds are hereby appropriated.

Earnings, if any, upon the invested proceeds of the Series 2019 Certificates within the **2019 Excess Revenue Project Fund** shall be maintained within the **2019 Excess Revenue Project Fund** and utilized solely and only for (i) the purposes for which the Series 2019 Certificates are being issued and/or (ii) payment of any required rebate of excess arbitrage profits to the United States Treasury.

**SECTION 12. Additional Certificates.** All of the Certificates of a series (including the Series 2019 Certificates) shall enjoy complete parity of lien on the Excess Revenues of the Issuer despite the fact that any of the Certificates may be delivered at an earlier or later date than any other of the Certificates.

The Issuer may issue other certificates or obligations payable from or enjoying a lien on its Excess Revenues on a parity with the Certificates and Parity Debt, so long as the Issuer’s Excess Revenues during the most recently completed fiscal year for which audited financial statements are available are not less than 1.15 times the maximum annual debt service requirements for all of the Issuer’s outstanding debt secured by Excess Revenues. For purposes of performing such calculation, non-recurring expenses, including but not limited to supplement payments to employees and capital outlay expenditures, shall be excluded.

It is specifically understood that after funds have been set aside out of the revenues of any year sufficient to pay the principal of and the interest on the Certificates for the then current year and such funds have been deposited in the **2019 Excess Revenue Certificate Sinking Fund**, then any excess of annual revenues remaining in that year will be free for expenditure by the Issuer for any other lawful purpose.

**SECTION 13. Payment of Certificates.** Pursuant to this Resolution there is irrevocably and irrepealably pledged and dedicated an amount sufficient for payment of the Certificates in principal and interest as they shall respectively become due and payable, after payment of all statutory, necessary and usual charges of the Issuer for the current year.

**SECTION 14. Annual Budget.** Until said Certificates shall have been paid in full in both principal and interest, the Governing Authority of the Issuer shall prepare a budget at the beginning of each fiscal year and furnish a copy of such budget within thirty (30) days after its preparation to the Paying Agent/Registrar for the Certificates.

**SECTION 15. Sinking Fund.** The Issuer covenants to duly and punctually pay or cause to be paid (but solely from the sources provided in the Resolution) the principal of every Certificate and the interest thereon, and premium, if any, on the dates and at the places and in the manner stated in the Certificates according to the true intent and meaning thereof. In order that the said principal, interest and premium, if any, due upon the Certificates will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer hereby further covenants that it shall create and maintain a Sinking Fund to be designated the **2019 Excess Revenue Certificates Sinking Fund** (the “**2019 Excess Revenue Certificate Sinking Fund**”), to be held by the regularly designated fiscal agent of the Issuer, into which shall be deposited monies sufficient in amount to pay promptly and fully the principal of, interest on, and premium, if any, of the Certificates herein authorized, as they severally become due and payable.

At least one (1) business day prior to any date on which the principal of or interest on any of the Certificates is due to be paid to the Owners thereof, the Issuer shall furnish to the Paying Agent/Registrar funds fully sufficient to pay promptly the principal and interest so falling due on such date. Such funds shall be used by the Paying Agent/Registrar solely for the purpose of paying the principal of, premium, if any and interest on the Certificates in accordance with their terms and the provisions of this Resolution. Monies held in the **2019 Excess Revenue Certificate Sinking Fund** may be invested and reinvested upon the written direction of the Issuer in such investments which are authorized by the law of the State of Louisiana for municipal investments, provided, however, that such investments mature at such time or times which will not impede or interfere with the payments required to be made under and pursuant to this Resolution to the Paying Agent/Registrar for the Certificates.

**SECTION 16. Reserved.**

**SECTION 17. Legality of Proceedings; Enforceability.** The Issuer covenants that it is duly authorized under all applicable laws to authorize and issue the Certificates and to adopt this Certificate Resolution and to pledge the excess of annual revenues of the Governing Authority above statutory, necessary and usual charges, to be pledged in the manner and to the extent provided in this Resolution. The Certificates and the provisions of this Resolution are and will be the valid and legally enforceable special obligations of the Issuer in accordance with their terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Excess Revenues, and all the rights of the owners of the Certificates under this Resolution against all claims and demands of all persons whomsoever. The Issuer has obligated itself and is bound under the terms and provisions of this Resolution to budget annually, until all of the Certificates have been retired as to both principal and interest, a sufficient sum of money to pay the Certificates and the interest thereon as they mature and come due, and to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and the interest on its outstanding Certificates, after payment in such years of all statutory, necessary and usual charges. Nothing contained in this Resolution, however, shall be construed to prevent the Issuer from altering, amending or repealing from time to time, as may be necessary, the resolutions and ordinances adopted by the Governing Authority providing for the levying, imposition and collection of taxes, service charges and other revenues, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners of the Certificates. The obligation of the Governing Authority to continue to levy and collect taxes and other revenues and to apply the revenues therefrom in accordance with the provisions of this Resolution, shall be irrevocable until the Certificates have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the owners from time to time of the Certificates, or which would in any way jeopardize the prompt payment of principal thereof and interest thereon.

**SECTION 18. Certificates Legal Obligations.** The Certificates shall constitute legal, binding and valid obligations of the Issuer, and shall be the only representations of the indebtedness as herein authorized and created.

**SECTION 19. Resolution a Contract.** The provisions of this Resolution and the Certificates shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time of the Certificates and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Certificates.

No material modification or amendment of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Certificates then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity or redemption provisions of the Certificates, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Certificates as the same shall come due from the revenues pledged and dedicated to the payment thereof by this Resolution or reduce the percentage of the Owners required to consent to any material modification or amendment of this Resolution, without the consent of all of the Owners of the Certificates then outstanding.

**SECTION 20. Recital of Regularity.** This Governing Authority having investigated the regularity of the proceedings had in connection with issuance of the Certificates herein authorized and having determined the same to be regular, the Certificates shall contain the following recital:

“It is certified that this Certificate is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana.”

**SECTION 21. Effect of Registration.** The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Certificate is registered as the Owner of such Certificate for the purpose of receiving payment of the principal (and redemption price) of and interest on such Certificate and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

**SECTION 22. Notices to Owners.** Wherever this Resolution provides for notice to Owners of Certificates of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first class postage prepaid, to each Owner of such Certificates, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Certificates is given by mail, neither the failure to mail such notice to any particular Owner of Certificates, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 23. Cancellation of Certificates.** All Certificates surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already cancelled, shall be promptly cancelled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Certificates previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent. All cancelled Certificates held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

**SECTION 24. Mutilated, Destroyed, Lost or Stolen Certificates.** If (1) any mutilated Certificate is surrendered to the Paying Agent, or the Issuer and the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Certificate, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Certificate has been acquired by a *bona fide* purchaser, the Issuer shall, under the authority of Part XI of Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen



Certificate has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Certificate, pay such Certificate. Upon issuance of any new Certificate under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Certificate shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Certificate shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Certificates. Any additional procedures set forth in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

**SECTION 25. Discharge of Resolution; Defeasance.** The Certificates or any part thereof, including interest and redemption premiums thereon, if any, may be refunded and the refunding certificates or bonds so issued shall enjoy complete equality of lien with the portion of the Certificates which is not refunded, if there be any, and the refunding certificates or bonds shall continue to enjoy whatever priority of lien over subsequent issues that may have been enjoyed by the Certificates refunded.

If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Certificates, at the times and in the manner stipulated in this Resolution, then the pledge of the money, securities, and funds pledged under this Resolution and all covenants, agreements, and other obligations of the Issuer to the Owners of the Certificates shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

Principal or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Certificates shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased

pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

No defeasance shall be effective unless the Paying Agent/Registrar shall be provided with a copy of an independent certified public accountant's verification as to the adequacy of the amounts so deposited to pay when due the principal and all accrued interest, together with an opinion of Bond Counsel, addressed to the Issuer and the Paying Agent, that the Certificates are no longer Outstanding under this Resolution and the laws of the State. In connection with the defeasance of any of the Certificates, the escrow agreement shall provide that no substitution of any defeasance obligation shall be permitted except with other qualifying defeasance obligations and upon delivery of a new accountant's verification and opinion of Bond Counsel.

**SECTION 26. Paying Agent; Paying Agent Agreement.** The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Certificates. The designation of \_\_\_\_\_, in the City of \_\_\_\_\_, Louisiana, as the initial Paying Agent is hereby confirmed and approved. Every Paying Agent appointed hereunder shall at all times be a bank or trust company in good standing, located in the State, organized and doing business under the laws of the United States of America or of any state, authorized under such laws to serve as Paying Agent, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of such officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least \$30,000,000, or assets under management of at least \$25,000,000, and (iii) be subject to supervision or examination by Federal or state authority. No resignation or removal of

the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

**SECTION 27. Non-Arbitrage Representations, Warranties and Covenants.** The Governing Authority of the Issuer certifies and covenants that so long as the Certificates remain outstanding, moneys on deposit in any fund in connection with the Certificates, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other sources, will not be used in a manner which will cause such Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code or ruling or regulations promulgated thereunder.

The Governing Authority hereby authorizes the Executive Officers of the Issuer to be responsible for issuing the Certificates to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be excludable from gross income for purposes of federal income taxation. In connection therewith, the Issuer and the Governing Authority further agree:

(a) through the Executive Officers to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by the Executive Officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance.

The Issuer covenants that principal proceeds from sale of the Certificates shall be devoted to and used with due diligence for completion of the Project for which the Certificates are hereby authorized to be issued. The Issuer represents and certifies that:

- (1) there are no moneys, funds or accounts other than those described in Section 15 hereof that the Issuer expects to be available to pay debt service on the Certificates;

- (2) no portion of the proceeds of the Certificates will be used as a substitute for other funds which will be used to acquire directly or indirectly securities producing a yield in excess of the yield on the Certificates;
- (3) the Issuer has heretofore incurred (or expects within six months after date of the Certificates to incur) a substantial binding obligation with respect to the Project approved in the Certificate Resolution in the amount of not less than 2-1/2% of the estimated total cost of financing the costs of construction of additional classrooms in various Calcasieu Parish, Louisiana schools;
- (4) the Issuer expects that 100% of the net proceeds of the Certificates, including any reasonably required retainage (not exceeding 5% of the net proceeds of the issue) will be expended on or before April 1, 2022 for the purpose of paying the costs of the Project, said date being within three years following the date of issue of the Certificates;
- (5) work on the Project is expected to proceed with due diligence to completion;
- (6) the Project has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the last maturity of the Certificates;
- (7) all of the principal proceeds of the Certificates are needed for the purpose stated in the form of Certificates above set out, including expenses incidental to such purpose and to the issuance of the Certificates; and
- (8) to the best of the knowledge and belief of the Issuer, there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this Section.

The Issuer will keep such separate records as are necessary to segregate or otherwise designate the original and investment proceeds of the Certificates and nonpurpose investments acquired with such proceeds for a period of at least six (6) years after retirement of the Certificates.

**SECTION 28. Printing and Delivery of Certificates.** The Executive Officers of the Issuer are hereby empowered, authorized and directed to cause the necessary Certificates to be printed or lithographed, and they are hereby further empowered, authorized and directed to sign, execute and seal all of the Certificates as herein provided all in accordance with the provisions of law and this Resolution.

**SECTION 29. Reserved.**

**SECTION 30. Publication.** A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Certificates to be issued pursuant hereto and the provisions hereof securing the Certificates. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Certificates or the provisions of this Resolution, and the Certificates shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

**SECTION 31. Savings Clause.** In case any one or more of the provisions of this Certificate Resolution or of the Certificates issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Certificates, but the Resolution and the Certificates shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date or dates of this Resolution and of the Certificates which validates or makes legal any provision of this Resolution or the Certificates which would not otherwise be valid or legal, shall be decreed to apply to this Resolution and to the Certificates.

**SECTION 32. Bank Qualification.** The Issuer has determined that the Certificates **will not be** designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

**SECTION 33. Reserved.**

**SECTION 34. Events of Default.** If one or more of the following events (“Events of Default”) shall happen, that is to say:

- (1) if default shall be made in the due and punctual payment of the principal of any Certificate when due and as the same shall become due and payable, whether at maturity or upon call for redemption, or otherwise; or

- (2) if default shall be made in the due and punctual payment of any installment of interest on any Certificate when and as such interest installment shall become due and payable; or
- (3) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Certificate Resolution, any supplemental resolution or in the Certificates contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the Issuer by the Paying Agent/Registrar or by the Owners of not less than 25% of the outstanding Certificates; or
- (4) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the occurrence and the continuance of any Event of Default the owners of the Certificates, or the Paying Agent/Registrar on their behalf, shall be entitled to exercise all rights and powers authorized under the provisions of law,

then, upon the happening and continuance of any Event of Default, the Owners of the Certificates shall be entitled to exercise all rights and powers for which provision is made under Louisiana law. Under no circumstances may the principal or interest of any of the Certificates be accelerated. The Issuer shall notify the Paying Agent/Registrar immediately upon the occurrence of any Event of Default. All remedies shall be cumulative with respect to the Paying Agent and the Owners; if any remedial action is discontinued or abandoned, the Paying Agent and the Owners shall be restored to the former positions.

**SECTION 35. Reserved.**

**SECTION 36. Beneficiaries of the Resolution.** The provisions of this Resolution are for the sole benefit of the Owners of the Certificates and beneficial owners of the Certificates, and nothing contained herein, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Resolution, and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Resolution or otherwise, except as

expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO OWNERS OF THE CERTIFICATES OR BENEFICIAL OWNERS OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS RESOLUTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under Section 33 shall constitute a breach of or default under this Resolution.

**SECTION 37. Section Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

**SECTION 38. Repealer.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect from and after its passage.

**SECTION 39. Effective Date of Resolution.** This Resolution shall become effective immediately upon its adoption.

**SECTION 40. Parity Certificates.** The Certificates will be issued and secured on a *pari passu* basis as to the Issuer's Excess Revenues with the Parity Debt.

**SECTION 41. Ratification of Execution of the Commitment.** The prior execution and delivery of the Purchaser Commitment by the Executive Officers of the Issuer is hereby approved, confirmed and ratified.

This Resolution adopted and passed on this 9<sup>th</sup> day of April, 2019.

/s/ Damon Hardesty  
DAMON HARDESTY, President

ATTEST:

/s/ Karl Bruchhaus  
KARL BRUCHHAUS, Secretary

(Other business not pertinent to the above appears in the minutes of the meeting.)

Pursuant to motion duly made and carried, the meeting was adjourned.

/s/ Damon Hardesty  
DAMON HARDESTY, President

ATTEST:

/s/ Karl Bruchhaus  
KARL BRUCHHAUS, Secretary



# ITEMS 10: A-L

## **RENEWALS FOR 2019-2020 SCHOOL YEAR:**

MAGAZINES FOR LIBRARIES – RNL #2 – Discount Magazine in the estimated amount of \$31,526.30  
GENERAL FUNDS

PRE-PACKAGED SCHOOL SUPPLIES – RNL #1 – EPI \$34.68 per pkg (pre-k thru 2nd), \$29.70 per pkg (3<sup>rd</sup> thru 5th) and \$21.27 per pkg (mdl/high) and Teachers Pet medium backpacks \$24.00 ea  
TITLE X MCKINNEY VENTO FUNDS

SCHOOL UNIFORMS – RNL #1 – EPI, Just Print It, and Wholesale Schoolwear  
TITLX X MCKINNEY VENTO FUNDS

FIRE ALARM INSPECTIONS – RNL #1 – Sylvan Systems in the estimated amount of \$48,060.00  
GENERAL FUNDS

SECURITY GUARD SERVICES – RNL #1 – Lofton Security in the estimated amount of \$78,000.00  
GENERAL FUNDS

AUTOMOTIVE BATTERIES – RNL #1 – Kenworth in the estimated amount of \$23,998.00  
GENERAL FUNDS

BULK & CONTAINER OIL – RNL #1 – Petro Choice in the estimated amount of \$55,296.00  
GENERAL FUNDS

PLUMBING SERVICES – RNL #2 – Various Contractors  
GENERAL FUNDS

ELECTRICAL SERVICES – RNL #2 – Various Contractors  
GENERAL FUNDS

GENERAL REPAIR SERVICES – RNL #2 – Various Contractors  
GENERAL FUNDS

SNACKS FOR EARLY CHILDHOOD/HEADSTART – RNL #1 – Diamond Foods in the estimated amount of \$70,562.00  
FEDERAL FUNDS

PIZZA DELIVERY PROGRAM – RNL #1 – NPC International in the estimated amount of \$162,500.00  
FOOD SERVICE FUNDS

# Item 10. M

## BID REPORT

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

DATE: 2-Apr-19

DESCRIPTION: Restroom Improvements Sulphur High School

FUNDS: 2017 All Districts Capital Projects fund

BID NUMBER: 2019-14PC

DESIGNER: Ellender Architects & Associates , LLC

<u>CONTRACTOR</u>	<u>BASE BID</u>
<u>Gunter Construction, INC.</u>	<u>No Bid</u>
<u>K &amp; J Development of SWLA , LLC</u>	<u>\$ 753,000.00</u>
<u>Keiland Construction, LLC</u>	<u>\$ 909,000.00</u>
<u>Alfred Palma, Inc.</u>	<u>\$ 796,000.00</u>
<u>Pat Williams Construction, LLC</u>	<u>\$ 759,000.00</u>

The Committee recommends award of the contra K & J Development of SWLA, LLC

\$ 753,000.00

BASE BID IN THE AMOUNT OF:

Seven Hundred Fifty - Three Thousand Dollars and NO/100

as the lowest qualified bidder meeting specifications.

# BID REPORT

**Item 10. N**

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

**DATE:** 28-Mar-19

**DESCRIPTION:**

Restroom Improvements E.K. Key Elementary School

**FUNDS:** 2017 All Districts Capital Projects Fund

**BID NUMBER:** 2019-15PC

**DESIGNER:** ELLENDER ARCHITECTS AND ASSOCIATES, LLC

CONTRACTOR	BASE BID	ALT. # 1
Gunter Construction , Inc	No Bid	
K & J Development, LLC	\$270,000.00	\$24,000.00
Keiland Construction, LLC	No Bid	
John D. Myers & Associates	No Bid	
Pat Williams Construction , LLC	\$255,000.00	\$40,000.00
Central Auction House	No Bid	

The Committee recommends award of the contract to: K & J Development of SWLA ,LLC

BASE BID PLUS ALTERNATE #1 IN THE AMOUNT OF: \$ 294,000.00

Two Hundred Ninety-Four Thousand Dollars and No/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE:

ALTERNATE #1: Replace additional plumbing fixtures where indicated on plans.

## Items: A, B and D

---

---

### **PERMISSION TO ADVERTISE**

**CAFETERIA EQUIPMENT**

**LAGRANGE HIGH**

**\$50 MIL FUNDS**

**CAFETERIA SERVING LINES**

**TH WATKINS AND KAUFMAN**

**SCHOOL FOOD SERVICE FUNDS**

**BLENDED SMOOTHIES**

**SCHOOL FOOD SERVICE FUNDS**

## Items: 11. A, B, and D

---

### **PERMISSION TO ADVERTISE**

**CAFETERIA EQUIPMENT**

**LAGRANGE HIGH**

**\$50 MIL FUNDS**

**CAFETERIA SERVING LINES**

**TH WATKINS AND KAUFMAN**

**SCHOOL FOOD SERVICE FUNDS**

**BLENDED SMOOTHIES**

**SCHOOL FOOD SERVICE FUNDS**



## REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

**Description:** A/C Systems Upgrades to North Two-Story Building W.W. Lewis

**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*

# Item 12. A.

## CHANGE ORDER

Change Order No.: 001

Date: 4/1/19

Project: J.J. Johnson Elementary Phase 1

Add painting & electrical

Project No.:

010218

To:

Calcasieu Parish School Board

You are directed to make the following change in this contract:  
(Attach Itemized Breakdown)

The Original Contract Sum \$876,00.00

Net Change By Previous Change Order \$0.00

Contract Sum Prior to this Change Order \$876,000.00

Contract Sum will be increased  
this Change Order

by

\$48,461.39

New Contract Sum including this Change Order

\$924,461.39

Contract Time will be increased

by

35 Days

Revised Contract Completion Date

8/22/19

RECOMMENDED

Griggs Mitchell & Assoc., LLC  
(Designer)

ACCEPTED

Pat Williams Construction  
(Contractor)

APPROVED

Calcasieu Parish  
School Board  
(Owner)

By: [Signature]

Date: 4-1-19

By: [Signature]

Date: 4.1.19

By: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. Box 800  
Lake Charles, LA 70602

Change Order

# **Construction Contract Change Order SUMMARY**

Date: 3/29/2019

COR #: 001

Project Name: JJ JOHNSON ELEM. SCHOOL

Contractor Name: Pat Williams Construction

Description of Work: Add painting and electrical to original scope of work.

General Contractor Direct Costs - Breakdown No. \_\_\_\_\_  
(See attached breakdown)

\$ 5,722.08

Total General Contractor Cost  
(General Contract Direct Cost plus OH&P)

15 %  
(Max: 15%)

**\$858.31**

Subcontractor Cost Breakdowns  
(See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 15%)	C Total A+(A X B)
TGLP, Inc.(painting)			%	\$25,310.00
DOLLAR ELECTRIC			%	\$11,900.00
			%	
			%	
			%	
			%	
			%	
			%	
			%	

Subcontractor Direct Costs Total  
(Sum column A)

\$

\$ 37,210.00

Subcontractor Direct Costs + Subcontractor OH&P  
(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at  
(Sum column A times General Contractor OH&P rate. )

10 %  
(Max: 10%)

\$3,721.00

Total Subcontractor Costs  
(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

**\$47,511.39**

Performance and Payment Bond at  
(Change Order Subtotal times Performance and Payment Bond rate)

2.0 %

\$950.00

Amount will be ☒ increased ☐ decreased ☐ unchanged by  
(Sum of Change Order Subtotal and Performance and Payment Bond)

**\$48,461.39**

Days will be ☒ increased ☐ decreased ☐ unchanged by  
(Attach supporting data such as meteorological reports)

**35**



# **Construction Contract Change Order BREAKDOWN**

Breakdown No. \_\_\_\_\_

Item No. \_\_\_\_\_

COR No. \_\_\_\_\_

Date: 3/29/2019

Project Name: JJ Johnson Elem. School

Contractor/Subcontractor Name: PAT WILLIAMS CONSTRUCTION

Direct Cost of Work :

## **A. Labor**

1 Supervision

2

3

4

5

6

7

Hourly Wage Rate

Hours

Total Cost

\$4,368.00

Add Labor Burden @

31 %

\$1,354.08

## **LABOR TOTAL**

## **B. Material**

1

2

3

4

5

6

7

Unit Price

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @

N/A %

## **MATERIAL TOTAL**

## **C. Equipment**

1

2

3

4

5

6

7

Unit Rate

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @

%

## **EQUIPMENT TOTAL**

**TOTAL DIRECT COST FOR THIS BREAKDOWN:**

(Sum A, B & C)

**\$5,722.08**

**Construction Contract Change Order  
BREAKDOWN**

Breakdown No. \_\_\_\_\_

Item No. \_\_\_\_\_

COR No. \_\_\_\_\_

Date: 3/20/2019

Project Name: JJ Johnson Elem. School

Contractor/Subcontractor Name: TGLP, Inc.

Direct Cost of Work :

**A. Labor**

1 See scope sheet

2	_____
3	_____
4	_____
5	_____
6	_____
7	_____

Hourly Wage Rate

Hours

Total Cost

Add Labor Burden @ \_\_\_\_\_ %

**LABOR TOTAL**

**B. Material**

1	_____
2	_____
3	_____
4	_____
5	_____
6	_____
7	_____

Unit Price

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @ \_\_\_\_\_ N/A %

**MATERIAL TOTAL**

**C. Equipment**

1	_____
2	_____
3	_____
4	_____
5	_____
6	_____
7	_____

Unit Rate

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @ \_\_\_\_\_ %

**EQUIPMENT TOTAL**

**TOTAL DIRECT COST FOR THIS BREAKDOWN:**

(Sum A, B & C)

**\$25,310.00**

# PROPOSAL AND CONTRACT

## I PARTIES

Contractor: TGLP, Inc.  
1938 East Broad St.  
Lake Charles, LA 70601  
(337) 433-4779 FAX: (337) 433-4386

Louisiana State General Contractor Licenses: Residential: 89792  
Commercial: 49193

Owner: Pat Williams

Billing Address:

Job Site If Different J J Johnson

than Billing Address change order #1

Lake Charles, La.

Phone:

Fax:

## II PROPOSAL

Date: ~~March~~ February 15, 2019

Proposal Number: 4351101

Contractor hereby proposes to perform all labor and to furnish all materials and equipment necessary to complete the project defined as the installation of the floor covering(s) listed below in a good and workmanlike manner for the agreed upon sum shown below:

## III MATERIALS & LABOR

Materials	Unit	Quantity	Price/Unit	Price
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
Material Price:				-
State Sales Tax:				-
City/Parish Sales Tax:				-
Total Material Price:				-
Shipping & Handling (minimum is \$30.00 on special orders):				-
Labor/Services	Unit	Quantity	Price/Unit	Price
repaint cafeteria and gym as per instructions.			-	-
Bid includes lift rental/Luan sub-flooring/			-	-
floor covering/ dri-fall and epoxy paint/painted			-	-
air conditioning duct	1	1	25,310.00	25,310.00
all labor and materials			-	-
			-	-
			-	-
			-	-
Labor:				25,310.00
Total Labor, S & H and Material Price:				\$ 25,310.00

## IV PAYMENT

The Contract Price shall be paid to Contractor by Owner on the following terms:

Please make check payable to: TGLP, Inc.

One-Half upon signing \$ -

Balance upon completion: \$ 25,310.00

Check No:

Date:

Check No:

Date:

RESPECTFULLY SUBMITTED,

Greg Richardson

TGLP, Inc.

Date

## OWNER'S ACCEPTANCE

The above proposal is hereby accepted by Owner and Owner agrees to the terms thereof, including the project as defined and the Contract Price and the terms of payment thereof. This proposal, as signed, constitutes the entire agreement between the parties hereto and cannot be amended or modified except by writing signed by both parties hereto.

Owner's/Authorized Representative's Signature

Date

**Construction Contract Change Order  
BREAKDOWN**

Breakdown No. \_\_\_\_\_

Item No. \_\_\_\_\_

COR No. \_\_\_\_\_

Date: 3/20/2019

Project Name: JJ Johnson Elem. School

Contractor/Subcontractor Name: DOLLAR ELECTRIC

Direct Cost of Work :

**A. Labor**

1 See scope sheet

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

Hourly Wage Rate

Hours

Total Cost

Add Labor Burden @ \_\_\_\_\_ %

**LABOR TOTAL**

**B. Material**

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

Unit Price

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @ \_\_\_\_\_

N/A %

**MATERIAL TOTAL**

**C. Equipment**

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

Unit Rate

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @ \_\_\_\_\_

%

**EQUIPMENT TOTAL**

**TOTAL DIRECT COST FOR THIS BREAKDOWN:**

(Sum A, B & C)

**\$11,900.00**

CHANGE ORDERChange Order No.: 002Date: 03/21/18Project: Pearl Watson Roofing ReplacementProject No.:  
010318To:  
Calcasieu Parish School BoardYou are directed to make the following change in this contract:  
(Attach Itemized Breakdown)The Original Contract Sum \$1,494,960.00Net Change By Previous Change Order \$1,497,876.73Contract Sum Prior to this Change Order \$1,497,876.73Contract Sum will be increased by \$0.00  
this Change OrderNew Contract Sum including this Change Order \$1,497,876.73Contract Time will be increased by 97 DaysRevised Contract Completion Date 03/31/18

## RECOMMENDED

Griggs Mitchell & Assoc., LLC  
(Designer)By: Trenton MaysDate: 3-25-19

## ACCEPTED

Roofing Solutions LLC  
(Contractor)37302 Commerce Lane  
Prairieville, LA 70769

Ileana Romero

By: Authorized RepresentativeDate: March 21, 2019

## APPROVED

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Proposal / Estimate for Contract Modification**

Roofing Solutions, LLC

Project Name Pearl Watson Elementary School  
 Location Lake Charles, LA  
 Description Weather Days

PCO NO. 2  
 Date 3/15/2019  
 Job Number 01-10-11162

**Direct Cost of Work :****A. Labor**

	Hourly Wage Rate	Hours	Total Cost
1 Project Manager	65.00	-	
2 Superintendent	54.00	-	
3 Project Foreman	52.00	-	
4 Roofing Mechanic x2	32.00	-	
5 Roofing Journeyman	28.50	-	
6 Sheet Metal Mechanics x2	45.00	-	
7 Sheet Metal Shop Foreman	52.00	-	
8 Sheet Metal Shop Fabricators	45.00	-	
	-	-	

Subtotal

Add Labor Burden @

47%

**LABOR TOTAL****B. Material**

	Unit Price	Unit	Units	Total Cost
1	\$ -	-	-	-
2	\$ -	-	-	-
3	\$ -	-	-	-
4	\$ -	-	-	-
5	\$ -	-	-	-
	\$ -	-	-	-

Subtotal

Add Tax @

10%

**MATERIAL TOTAL****C. Equipment**

	Unit Rate	Unit	Units	Total Cost
1 Manlift	-	-	-	
2 Manlift	-	-	-	
3 Swing Stage	-	-	-	
4 Truck Expense @ \$175 per day	-	-	-	
5 Equipment Fuel @ \$400 per month per machine	-	-	-	
6 Fork lift	-	-	-	
7	-	-	-	

Subtotal

Add Tax @

10%

**EQUIPMENT TOTAL****TOTAL DIRECT COST FOR THIS BREAKDOWN:**

(Sum A, B &amp; C)

**Total Contract Days added/deleted from Projects Schedule**

97

(Copies of invoices may be required.)

(Copies of invoices may be required.)

**Proposal / Estimate for Contract Modification**  
**Roofing Solutions, LLC**

Project Name Pearl Watson Elementary School  
 Location Lake Charles, LA  
 Description Weather Days

PCO NO. 2  
 Date 3/15/2019  
 Job Number 01-10-11162

**Prime Contractor's Work**

1. Direct Materials		\$	-
2. Sales Tax on Materials	10%	\$	-
3. Direct Labor		\$	-
4. Insurance, Taxes and Fringe Benefits	47%	\$	-
5. Rental Equipment		\$	-
6. Sales Tax on Rental Equipment	10%	\$	-
7. Insurance on Equipment - 2% of equipment	0%	\$	-
8. Small Tools - 2% of labor	0%	\$	-
9. Safety - 2% of labor	0%	\$	-
10. Clean Up - 2% of labor	0%	\$	-
11. Drayage - 5% of materials	0%	\$	-
11. Subtotal (Lines 1 to 8)		\$	-
12. PCO Preparation and Administration	0%	\$	-
13. Subtotal (Lines 9 to 10)		\$	-

**Prime Remarks**

Roofings Solutions, LLC hereby submits this proposal change order to accomplish the work described below. Applicable time extensions and extended overhead cost that can be determined at this time, if any, are noted. It is understood at this time that Roofing Solutions, LLC and our Subcontractors may have no choice but to reserve our rights to claim at a later date, for the impact costs on the singular or cumulative effect of changes, delays or suspensions in the scope of performance of the work which are not readily foreseeable at this re-sequencing of work, re-scheduling, delays, extended overhead, overtime, acceleration cost, etc. via an additional request for change and item. We will make you aware, at the earliest possible date, the total minimum impact caused by any of this change request for submit it for your approval. It is also to be understood and agreed herein that an Official Change Order shall be signed by the Owner, General Contractor and/or Roofing Solutions, LLC and the other parties required by the contract. This request is not an authorization to begin working or expending money in any change (s) or additional work to this contract. Total prices quoted herein shall include all applicable taxes, freight, etc. as required for this project or as a further clarified below.

**Sub-Contractor's Work**

**Subcontractors List:**

	Amount	Comments
13	\$ -	
14	\$ -	
15	\$ -	
16	\$ -	
17	\$ -	
18	\$ -	
19	\$ -	
20	\$ -	
21	\$ -	
22. Subtotal (add lines 12 - 21)	\$ -	

**Sub's Remarks:**

**Summary**

23. Prime Contractor's Work (line 13)		\$	-
24. Sub Contractor's Work (line 22)		\$	-
25. Subtotal		\$	-
26. Prime's GL Insurance	1.1%	\$	-
27. Primes Profit on Subcontractors	5%	\$	-
28. Primes Profit on Self-performed work	10%	\$	-
29. Home office Overhead	5%	\$	-
30. Subtotal		\$	-
31. Contractor's Bond Premium incl subs.	2%	\$	-
32. Total Cost		\$	-

Estimated time extension and justification

Days 97

*Maria Paniagua*  
 Signature & Title of preparer

Operations Planning Specialist

3/15/19  
 Date

## RECOMMENDATION OF ACCEPTANCE

**Date:** March 27, 2019

**Project No.:** MA1707 **Bid No.:** 2018-07PC

**Project Name:** Gillis Elementary  
Improvement - Phase I

**Designer:** Moss Architects, Inc.

**Contractor:** Keiland Construction

**Owner:** Calcasieu Parish School Board

I certify that, to the best of my knowledge and belief, this project is complete or substantially complete in accordance with the Plans and specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

**Date of Acceptance:** March 7, 2019

**Contract Date of Completion:** February 28, 2019

**Number of Days under run as of Acceptance Date:** N/A

**Value of Punch List (attach itemized list):** \$ 27,800

**Was part of project occupied prior to Acceptance:** Yes

**Portion Occupied (if applicable):** See attached Beneficial Occupancy Forms

Signed:



Architect

(As of Acceptance Date):

**For Use of Owner**

**I concur in the Acceptance of this project: Signed:**

\_\_\_\_\_  
Owner



## **GILLIS ELEMENTARY**

---

### **IMPROVEMENTS - PHASE I**

#### **PUNCH LIST (ARCHITECTURAL ITEMS)**

March 27, 2019

	<b><u>Value</u></b>
<b><u>General Items</u></b>	
1) Provide all warranties	\$2,000
2) Clean up all construction debris	\$300
3) Instruct school personnel how to operate retractable theater system, telescoping bleachers, sound system, etc.	\$500
<b><u>Exterior Items</u></b>	
4) Complete installation of metal wall panels at Administration Building Note: Some areas they want sod. I will send this to you separately.	\$1,000
5) Complete installation of downspouts & drain boots	\$3,000
6) Clean and seal all new masonry surfaces	\$1,000
7) Install building logo on metal wall panel	\$3,000
8) Replace any damaged metal panels	\$1,000
<b><u>Interior Items</u></b>	
9) Clean all surfaces	\$1,500
10) Touch up paint	\$1,000
11) Provide door stop at Gym Equip. door	\$150
12) Complete installation of Theater Curtain	\$2,000
13) Install all vinyl lettering	\$150
14) Clean and apply 3-5 coats of floor finish at VCT as specified	\$500

**Mechanical/Plumbing**

- |   |         |
|---|---------|
| 15) Complete test and balance of all mechanical systems (HVAC, fans, etc.) by an independent test and balance contractor. Test and Balance contractor shall verify that sequences of control are working as specified. Provide Test & Balance report for all systems to engineer for review. Include copy in O&M Manuals. | \$3,000 |
| 16) Provide emergency drain line from emergency drain pans serving AHU's in gym to floor drains. Provide ball type cutoff valve. Per detail 11 sheet M2.2.  | \$1,500 |
| 17) Remove all construction debris from mechanical rooms including within AHU drain pans.   | \$200   |
| 18) EF-1 in men's restroom louder than corresponding exhaust fan in woman's restroom. Determine cause of excess noise and remediate.  | \$150   |
| 19) Clean all plumbing fixtures to as new condition.  | \$100   |

**Fire Protection**

- |  |         |
|--|---------|
| 20) Install pipe bollard at the freestanding Fire Department Connection (FDC) and the Post Indicator Valve (PIV) as called for in the fire protection details. | \$1,500 |
| 21) Piping as required by NFPA 13 to the Architect and Engineer.   | \$300   |

**Electrical**

- |  |                 |
|--|-----------------|
| 22) Most receptacle locations, data, mic-jacks need caulking as the covers do not conceal the opening in the block wall. | \$750           |
| 23) Furnish O&M Manuals - Ref to Specs 260500 for requirements.  | \$500           |
| 24) Furnish accurate Record Drawings - Ref to Specs 260500 for requirements.   | \$1,500         |
| 25) Furnish Telecom System Cable Test results for both fiber optic cable & copper cable.                                 | \$500           |
| 26) Furnish accurate drawing depicting edits to the Telecom Distr. System (i.e. - added network rack), etc.              | \$700           |
|  | <b>\$27,800</b> |

**CHANGE ORDER**

Change Order No.: 1

Date: 02/25/2019

Contract Date: 02/13/2019

Project: Barbe Elementary Upgrades, 400 Penn Street, Lake Charles, LA

Project No.: 2019-04PC

To: K & J Development of SWLA, LLC

You are directed to make the following change in this contract:  
(Attach Itemized Breakdown)

The Original Contract Sum \$243,000.00

Net Change By Previous Change Order 0

Contract Sum Prior to this Change Order \$243,000.00

Contract Sum will be (~~increased~~) (~~decreased~~)  
(~~unchanged~~) by this Change Order <\$14,694.00>

New Contract Sum including this Change Order \$228,306.00

Contract Time will be (~~increased~~) (~~decreased~~)  
(~~unchanged~~) by 0 Days

Revised Contract Completion Date August 6, 2019

RECOMMENDED

ACCEPTED

APPROVED

Brossett Architect, LLC

K & J Development  
of SWLA, LLC

Calcasieu Parish  
School Board

(Designer)  
414 Pujo Street

(Contractor)  
PO Box 12489

(Owner)  
P. O. Box 800

Lake Charles, LA 70601

Lake Charles, LA 70612

Lake Charles,  
Louisiana 70602

By: 

By: 

By: \_\_\_\_\_

Date: 3/18/2019

Date: 3/18/18

Date: \_\_\_\_\_

March 01, 2019

Project: Barbe Elementary Upgrades

Project No.: 2019-04PC

RE: Change Order 1

**Item 1:** The walkway canopy system included in the project was an aluminum metal canopy system. Due to supply limitations, the time required for this system exceeds the time allowed for the project. The proposed item 1 would allow a steel based walkway canopy instead of the aluminum one. The new canopy would be 3"x3" x 14 ga galvanized columns welded with concealed fastener brackets to avoid any tripping hazards. The roofing would be 26 ga galvalume "R" panel with 6" x 16 ga galvanized metal beams. Trim, gutters, downspouts to all be prefinished aluminum. Credit \$14,694.00

## Item 12. E.

### CHANGE ORDER

Change Order No.: 2

Date: 03/22/19

Contract Date: 02/13/2019

Project: Barbe Elementary Upgrades, 400 Penn Street, Lake Charles, LA

Project No.: 2019-04PC

To: K & J Development of SWLA, LLC

You are directed to make the following change in this contract:  
(Attach Itemized Breakdown)

The Original Contract Sum	<u>\$243,000.00</u>
Net Change By Previous Change Order	<u>&lt;\$14,694.00&gt;</u>
Contract Sum Prior to this Change Order	<u>\$228,306.00</u>
Contract Sum will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order	<u>\$40,605.00</u>
New Contract Sum including this Change Order	<u>\$268,911.00</u>
Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) ( <del>unchanged</del> ) by	<u>0 Days</u>
Revised Contract Completion Date	<u>August 6, 2019</u>

RECOMMENDED


ACCEPTED

APPROVED

Brossett Architect, LLC

(Designer)  
414 Pujo Street

Lake Charles, LA 70601

By: 

Date: 3/26/2019

K & J Development  
of SWLA, LLC  
(Contractor)  
PO Box 12489

Lake Charles, LA 70612

By: 

Date: 3/26/19

Calcasieu Parish  
School Board  
(Owner)  
P. O. Box 800  
Lake Charles,  
Louisiana 70602

By: \_\_\_\_\_

Date: \_\_\_\_\_

March 22, 2019

Project: Barbe Elementary Upgrades  
Project No.: 2019-04PC

RE: Change Order 2

**Item 1:** Remove the existing wall between the existing Cafeteria 110 and Multi-Purpose Room 102. Remove the existing flooring and provide new flooring and base throughout both rooms. Provide new steel support as detailed at the area of wall removed. All work to be as per drawings attached. Add \$40,605.00