

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, November 12, 2019, at 5:00 p.m.

The meeting was called to order by Damon Hardesty, President. The prayer was led by Aaron Natali and the Pledge of Allegiance were led by Zain Sabir, a student at Barbe High School.

ROLL CALL

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

Mr. Hardesty announced that Items 7 and 11.B. would be removed from this agenda and discussed at a later meeting.

APPROVAL OF MINUTES/TAKE APPROPRIATE ACTION

A. On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver the Minutes of the CPSB Meeting of October 8, 2019, were approved on a unanimous vote.

Attorney Jay Delafield presented the following:

B. Resolution for District 30 Issuance, Sale, Delivery of \$10,250,000 General Obligation Bonds

On a motion to approve by Mr. Hardy and a second by Mr. Tarver, the motion carried on a unanimous vote. This item is available for viewing at the end of this document archived at 3310 Broad Street. This Resolution was posted in the Legals of the Lake Charles American Press on November 22, 2019.

C. Resolution for District 33 Issuance, Sale, Delivery of General Obligation Bonds

On a motion to approve by Mr. Dellafosse and a second by Mr. Hardy, the motion carried on a unanimous vote. This item is available for viewing at the end of this document archived at 3310

Broad Street. This Resolution was posted in the Legals of the Lake Charles American Press on November 23, 2019.

PRESENTATIONS

A. Presentation of Certificates of Excellence to AP Scholars/Karen Williams and Nicole Fontenot/CPSB Advanced Studies

AP Seminar and Research Certificate – Granted to students who earn scores of 3 or higher in both AP Seminar and AP Research.

Barbe

- Jillian A. Bech

AP Capstone Diploma – Granted to students who earn scores of 3 or higher in AP Seminar and AP Research and on four additional AP Exams of their choosing.

Barbe

- Tatum N. Comeaux
- Virginia G. Laney
- Juliette M. Lemoine
- Umar M. Shaikh
- Kana M. Webb

National AP Scholar: Granted to students who receive an average score of at least 4 on all AP Exams taken, **and** scores of 4 or higher on eight or more of these exams.

Barbe

- David P. Duhon
- Juliette M. Lemoine
- Kana M. Webb
- Bethany A. Williams

Sulphur

- Emily L. Fitkin
- Jordan S. Savoie
- David A. Spicer

AP Scholar with Honor: Granted to students who receive an average score of at least 3.25 on all AP Exams taken, **and** scores of 3 or higher on four or more of these exams.

Barbe

- Thomas H. Bell
- Zachary J. Bordelon
- Rachel C. Guilbeau
- Ariel M. Harrington
- Andrea L. Huber
- Emily A. Langley
- Gabrielle R. Marceaux
- Evan J. Marque
- Braden K. Miles
- Jacob N. Rimlinger
- Travis G. Sharpe
- Kyla B. Sonnier
- Trent J. Waterman

SAM HOUSTON

- Eli T. Doyle
- Isabella F. Smith
- Kaylee N. Wright
- Hannah D. Zimmerman

SULPHUR

- Cara T. Dean
- Joseph B. Granich
- Kyli E. Gremillion
- Kaleb M. Latta
- Landon B. Sargent
- Kate L. Turner
- Thomas L. Tyree
- Abby D. Wyatt

Vinton

- Zane W. McCaughey

Westlake

- Jillian B. Elliott

AP Scholars -- Granted to students who receive scores of 3 or higher on three or more AP Exams.

Barbe

- Kennedy N. Anderson
- Jillian A. Bech
- Callie A. Blackledge
- Aubrey D. Caldwell
- Jeffrey S. Chatagnier
- Sydney M. Clark
- William R. Condos
- Alison E. Cox
- Gavin M. Cox
- Isabella J. Daniels
- Preston C. Debetaz
- Austin L. Dellafosse
- Blake A. Fagan
- Caimen B. George
- Serena M. Greenlee
- Sophia R. Haddon
- Aya F. Hijazi
- Kayla M. Kusters
- Virginia G. Laney
- Micah A. Le-Masakela
- John Liu
- Aidan P. Mahoney
- Emily E. Martin
- Senee V. Mays
- Dillan S. Mickel
- Alec B. Ortego
- Santana L. Pinkley
- Timothy J. Richard-Jackson
- David A. Ritchie
- Maddison L. Shaw
- Cole W. Smith
- Brittany E. White

LaGrange

- Isabella M. Thomas

Sam Houston

- Matthew J. Foreman
- William C. Hebert
- Michael A. LeJeune
- Benjamin H. Martin

Sulphur

- Cameron P. Bertrand
- Alexis D. Bostick
- Caden R. Burgett
- Grant H. Dugas
- Emily F. Dunbar
- Kolby L. Gary
- Brooks P. Giardina
- Erin J. Hidalgo
- Katelyn B. Kohlenberg
- Lauren J. LeBlanc
- Claire N. McMillen
- Elizabeth A. Moss
- Sydney K. O'Blanc
- Brennan S. Peloquin
- Abbigail J. Perkins
- Emily A. Petross
- Bryce A. Polak
- Daniel T. Rodriguez
- Trinity F. Trahan
- Jackson P. Viator

Vinton

- Amy M. Clark

AP Scholar with Distinction: Granted to students who receive an average score of at least 3.5 on all AP Exams taken, **and** scores of 3 or higher on five or more of these exams

Barbe

- Zeke E. Abshire
- Ali M. Ali
- Colby D. Blank
- Isaac J. Broussard
- Kelsey E. Broussard
- Kevin J. Cagnolatti
- Grant L. Caldwell
- Chloe L. Camel
- Tatum N. Comeaux
- Gabriella M. Demourelle
- Truman H. Devilbiss
- David P. Duhon
- Alana M. Fournet
- Naivaidya Garg
- Helene S. Girard
- Alyson K. Goree
- John F. Griswold
- Josi B. Guidry
- Brendan E. Guillory
- Joseph A. Hughes
- Bronson P. Jordan
- Hafsah T. Khan
- Christi Kruger
- Juliette M. Lemoine
- Kevyn J. Malveaux
- Philip T. Melton
- Haya Naveed
- Gabriella R. Ryder
- Umar M. Shaikh
- Dhruv Sharma
- Nicholas J. St Mary
- Griffin C. Turner
- Kana M. Webb
- Bethany A. Williams

Sam Houston

- Clifton L. Breaux
- Holly M. Comeaux
- Kylian T. Hagerich
- Carina P. Veillon

Sulphur High

- Megan P. Alexander
- Connor T. Dean
- Emily L. Fitkin
- Colleen G. Fontenot
- Katherine E. Marker
- Sarah E. Medwick
- Stephen C. Mesuch
- William R. Midkiff
- Olivia D. Reeves
- Nesha S. Rubin
- Jordan S. Savoie
- Kendall M. Soileau
- David A. Spicer
- Hailey L. Stroderd
- Kaleb J. Taylor

Westlake

- Mason P. Dronet

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. All Board Members have received the October, 2019, Head Start Report.

Program Governance

- Policy Council members attended the October 8th School Board meeting. The Superintendent introduced each member to the Governing Body.

Program Operations

- The 2nd Annual Head Start Community Health Fair was held at J.D. Clifton Head Start. Over 600 students and 150 parents participated in this event. 25+ community resources were represented such as SWLA Health Center, Healthy Blue, and Louisiana Healthcare Connection.
- Staff presented at the Louisiana Early Childhood Association (LAECA) Conference in Alexandria.
- Developmental, health and safety screenings have been completed for all sites.

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

3. I would like to report our sales tax numbers for our general fund which show October, 2019, collections at \$1,206,962 or 8.3% below budget for the 4th month of the 2019-2020 school year.

- Collections are \$1,206,962 or 8.3% below collections for the same month last year.
- Collections after four months of 2019-2020 are \$3,039,163 or 5.3% below budget and \$3,186,630 or 5.5% below the same period last year.

4. Please see that you have each been given a questionnaire from our external auditors. They are asking you to complete that this evening and turn in to us before you leave.

5. We have provided you the report for 2019-2020 showing the number of teachers at each school with the levels of certification. 89% of our teachers across the parish currently have a teaching certificate with another 6.4% enrolled in an official teacher certification program.

6. There is also a copy of our accountability summary for 2018-2019 at your seat. While this was emailed to all of you last week, we wanted you to have an easily readable copy showing our

many areas of growth. The district as a whole grew another 2.2 points and was again categorized a “B” letter grade.

7. Microsoft Office 365 flyers were sent to the schools this week for student distribution. Each employee and student received 5 free copies of the product under the licensing agreement signed by the district. We wanted to remind parents of this availability as they purchase new computers during the holiday season, that they won’t need to purchase this application.

INNOVATION PRESENTATION

A. Mr. Bruchhaus presented the Digital Citizenship video – Video Contest Winner/Washington-Marion High School

TAKE APPROPRIATE ACTION

Mr. Hardesty read the following:

A. Approval of Resolution Approving One-Time Sales Tax Supplement for Active Employees

RESOLUTION

WHEREAS, the Calcasieu Parish School Board has specific sales taxes dedicated to employee salaries and benefits,

AND WHEREAS, it is the desire of the Calcasieu Parish School Board to use the excess sales taxes dedicated and accumulated in the General Fund to provide a salary supplement to active employees of the Calcasieu Parish School Board for services rendered in the fiscal year 2019-2020 and is to be paid on the November 22, 2019, regularly scheduled pay date,

AND WHEREAS, an employee is defined as an individual actively working full-time or part-time in their respective position and employed by the Calcasieu Parish School Board on November 8, 2019, (excludes board members and substitute labor),

AND WHEREAS, this supplement is being provided conditioned on employees completing their respective scheduled days to be worked for the 2019-2020 fiscal year and any employee not fulfilling this requirement is subject to having the supplement prorated by the Superintendent and surrendering any portion not earned,

THEREFORE BE IT RESOLVED, that all employees based on the teachers' salary schedule shall be paid a gross supplement of \$3,000 and all other personnel shall be paid a gross supplement of \$2,100 with one-half of the appropriate supplement paid to employees that work part-time less than 4 hours, and that any exceptions to the preceding definitions and rules will be resolved by the Superintendent and that said supplement is to be paid on the November 22, 2019, regularly scheduled pay date,

Addressing the Board on a blue card:

Teri Johnson, CFT

Vicky Johnston, CAE

Anna Moak

Donnie Fuselier

Mr. Duhon offered a motion to approve, with a second by Mr. Dellafosse. Mr. Duhon amended the motion, with a second by Mr. Hayes, to change the amounts to \$3,500 for those on the teachers' salary schedule and \$2,450 for other full-time personnel. There was much discussion. Mr. Dellafosse amended that motion, with a second by Mr. Bujard to leave \$20 million in the sales tax reserves and spend the rest, changing the amounts to \$4,550 and \$3,185. After much more discussion, Mr. Hayes called the question to cease discussion, with a second by Mr. Tarver and passed on a unanimous vote. Mr. Hardesty asked that it be on the record that next year we will still leave no less than \$20 million in reserves and if there is nothing left, there will be no supplement.

On a vote for the amendment changing amounts to a \$4,550 supplement for those on the teachers' salary schedule and \$3,185 for all other full-time personnel, the motion carried on a roll call vote:

Against: Mrs. Ballard, Mr. Breaux, Mr. Duhon

For: Mr. Castille, Mr. Hayes, Mr. Smith, Mr. Hardy, Mr. Dellafosse, Mr. Hardesty, Mr. Roberts, Mr. Tarver, Mr. Wallace, Mrs. Gay, Mr. Bujard, Mr. Natali

The motion as amended to give \$4,550 to full time employees on the teachers' salary schedule and \$3,185 to all other full-time employees carried on a unanimous vote.

B. Approval to authorize staff to negotiate purchase offer on property at 421 Ash and 480 Cypress, near Sulphur High School/Riverboat Funds

Recently, staff contacted a realtor representing the owner of two adjoining properties located at 421 Ash Street (Tract 1) & 480 Cypress St. (Tract 2), south of Sulphur High School, in regards to the possibility of purchasing one or both of the properties. Tract 1 is 1.09 acres and Tract 2 is .45 acres. The properties are located across the street from campus and could be used for future expansion once cleared. Staff is requesting permission to negotiate and extend a purchase offer to

the owner, not to exceed appraisal value. Value range for Tract 1 is estimated at \$130,000 to \$170,000 and Tract 2 is estimated at \$100,000 to \$120,000. Property would be purchased with Riverboat Funds.

Staff recommendation: Authorize staff to negotiate and extend a purchase offer on one or both tracts to owner, not to exceed appraisal value, and if accepted, to initiate purchase proceedings and authorize president to sign all necessary documents.

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

C. Approval of Cooperative Endeavor Agreement between CPSB and the Community Center and Playground District Number 1 of Ward 6

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CALCASIEU PARISH SCHOOL BOARD AND
COMMUNITY CENTER AND PLAYGROUND
DISTRICT NO. ONE OF WARD SIX**

**STATE OF LOUISIANA
PARISH OF CALCASIEU**

THIS AGREEMENT is effective on the date set forth herein by and between COMMUNITY CENTER AND PLAYGROUND DISTRICT NO. ONE OF WARD SIX, hereafter sometimes referred to as the “DISTRICT”, a political subdivision of the State of Louisiana, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter sometimes referred to as “SCHOOL BOARD”, also a political subdivision of the State of Louisiana, each of whom is represented by their respective agents named hereafter.

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 or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”, and

WHEREAS, the DISTRICT is a political subdivision of the State of Louisiana and has a legal obligation to provide recreational activities for the benefits of its citizens, and

WHEREAS, the SCHOOL BOARD is a political subdivision of the State of Louisiana and is responsible for its public educational facilities and services for Calcasieu Parish, including its recreational facilities, and

WHEREAS, the SCHOOL BOARD is responsible for athletic fields maintained by DeQuincy High School which the DISTRICT desires to use for recreational activities, and

WHEREAS, the aforesaid facilities are maintained by the SCHOOL BOARD, and

WHEREAS, the DISTRICT wishes to contribute to the maintenance of athletic fields and facilities maintained by DeQuincy High School.

NOW, THEREFORE, the DISTRICT and the SCHOOL BOARD mutually agree to the following terms and conditions of this agreement:

1. Scope of Agreement

DeQuincy High School will allow the DISTRICT to host not more than twenty (20) games per year on athletic fields maintained by DeQuincy High School, including use of fields for multiple practices prior to said games, use of stadium lockers, press box, restrooms, and athletic field parking areas.

DeQuincy High School will furnish the supplies, equipment, and labor needed to prepare the fields for athletic contests of or sponsored by the DISTRICT.

The schedule of use of the aforesaid athletic fields and practice areas shall be subject to prior approval by the principal of DeQuincy High School.

The DISTRICT shall purchase and donate to the Calcasieu Parish School Board for use by DeQuincy High School an LS lawn tractor, MT1 Series, MT122 Sub Compact, three cylinder four-wheel drive, turf tires, front end loader, sixty inch mid-mount mower, at an approximate cost of \$15,228.00. After said donation DeQuincy High School shall be responsible for the maintenance and operation of the aforesaid lawn tractor.

2. Term of Agreement

The initial term of this agreement shall be ten (10) years from and after its effective date, _____, 2019. At the end of this term the agreement will automatically renew for successive one year calendar periods, unless either party provides no less than sixty (60) day written notice of either intent not to renew the agreement, or notice of termination of the agreement. Any “renewal” term may be terminated by either party upon giving sixty (60) day written notice.

3. Maintenance of Athletic Fields

All operational day-to-day costs for utilities, routine inspections, maintenance, and upkeep, including but not limited to supplies, equipment, and labor needed to prepare fields for athletic contests, are the responsibility of the SCHOOL BOARD. However, with respect to the athletic contests and practices sponsored by or permitted by the DISTRICT, the DISTRICT shall be responsible for supervision thereof, inspection of the premises for dangerous conditions, for notifying the SCHOOL BOARD of any such dangerous conditions in advance of athletic contests and/or practices, for staff needed to properly supervise and “host” the athletic contests, such as security, concession stand, and gate workers, and contest officials, and for amenities needed by the DISTRICT. While this agreement includes permission for the DISTRICT to use the athletic fields for practices for the athletic contests it will host, the area to be used and the schedule of use for practices are subject to prior approval by the principal of DeQuincy High School.

DISTRICT shall promptly notify the school principal of any conditions which present a danger to the public and/or to participants in athletic contests and practices.

4. Amendments and Assignments

No amendments to this agreement shall be valid unless made in writing and approved by both parties hereto. The agreement may not be assigned by either party without the consent of the other.

5. Damages, Indemnity, and Insurance

For purposes of this agreement the DISTRICT shall be considered as Lessee and the SCHOOL BOARD Lessor of the athletic fields, practice and parking areas during their use by the DISTRICT. The DISTRICT is responsible for the cost to repair or replace all damages to school property which occurs during or as a result of use of Calcasieu Parish School Board property/building/facility pursuant to this Agreement. *The DISTRICT assumes responsibility for the premises during its use and further agrees to indemnify, defend and to hold harmless the Calcasieu Parish School Board, its agents, officers and employees from any loss or liability, whether in tort, workers' compensation or otherwise, for or on account of injury to (including death of) persons or damage to property, including costs, attorney's fees and expenses incidental thereto, arising from the condition of the premises, from the DISTRICT's use of School Board property whether or not said losses, injuries, deaths or property damages arise partially or wholly from the fault of the Calcasieu Parish School Board, its agents, officers and/or employees, it being the intent of the DISTRICT to indemnify and to hold the Calcasieu Parish School Board, its agents, officers and employees harmless from any lawsuit, damages or liability arising from the use of School Board property by the DISTRICT, its agents, licensees, invitees, and others on the premises and whether or not caused partially or wholly by the fault or negligence of the Calcasieu Parish School Board, its officers, agents and employees.* The DISTRICT during its use of the athletic facilities assumes responsibility for the condition of the property, premises and grounds. The Calcasieu Parish School Board, its agents, officers and employees shall not be responsible for damages caused by vices or defects of the stipulated Calcasieu Parish School Board premises and grounds. Evidence of at least \$1 million in general liability insurance shall be furnished to the Calcasieu Parish School Board prior to use of the facilities in the form of a certificate and the insurance afforded under such policies shall be primary. The certificate shall reflect the Calcasieu Parish School Board as an Additional Insured under the appropriate portion of the coverage and shall be mailed to Calcasieu Parish School Board Risk Management Department, P.O. Box 800, Lake Charles, Louisiana 70602. Failure to provide proof of insurance as required shall not relieve the DISTRICT of its obligations under this Agreement. The DISTRICT shall also maintain workers' compensation insurance covering its employees.

6. No Stipulation for the Benefit of Others

This agreement is intended for the benefit of the DISTRICT and the SCHOOL BOARD and does not confer any rights upon any other persons. Neither shall the provisions hereof create rights or causes of action in favor of anyone not a named party to this agreement.

7. Dispute Resolution

While all parties agree to negotiate all disputes regarding this agreement in good faith, the DISTRICT and the SCHOOL BOARD agree that if they are unable to independently and satisfactorily resolve any disagreement, then either party may seek redress in the 14th Judicial District Court in and for Calcasieu Parish, Louisiana.

8. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, and venue for any dispute shall be the 14th Judicial District Court, Calcasieu Parish, Louisiana.

9. Severability

If any provision of this agreement is held invalid, void, or unenforceable under any law or regulation by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed deleted from the agreement.

10. No Authorship Presumption

The DISTRICT and the SCHOOL BOARD have both had an opportunity to negotiate the language of this agreement in consultation with their respective legal counsel. No presumption shall arise or adverse inference shall be drawn by virtue of any authorship of this agreement. The DISTRICT and the SCHOOL BOARD hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement with respect to authorship hereof.

11. Non-Discrimination Agreement

No party to this agreement shall unlawfully discriminate against any person in the provision of services or in access to facilities or in any manner on the grounds of race, color, creed, religion, sex, national origin, age, or disability.

12. Use of Premise

No alcoholic beverages, controlled dangerous substances, tobacco, firearms/guns or other weapons, explosive or flammable substances may be brought onto/into Calcasieu Parish School Board grounds and/or facilities.

The DISTRICT shall use the athletic fields, practice and parking areas only for the purposes of athletic contests and practices, and may not use any other area of the school facilities.

The DISTRICT has inspected the premises, has determined the premises are suitable for its proposed use, and that the premises are in safe and clean condition. The DISTRICT agrees that it will not store or place hazardous materials, supplies, or equipment upon and will not conduct any hazardous operations on the school premises, nor will the DISTRICT permit any hazardous or unsafe conduct to take place on the premises. Further, the DISTRICT will take appropriate safety measures, including placement of warning signs and erection of clearly visible barricades, to prevent the entry of unauthorized persons upon the premises. The DISTRICT assumes responsibility for the safety and management of the premises, and of all equipment, materials, supplies and other tangible things on the premises during the athletic events and practices. The DISTRICT will conduct no operations on the premises which will unduly interfere with the school activities at DeQuincy High School. The DISTRICT agrees to maintain the premises in proper and safe condition during its use thereof, and to comply with all applicable safety and environmental laws and regulations which pertain to its operations and presence on the premises.

13. Headings

Each paragraph of this agreement has been supplied with a heading to serve only as a guide to the contents. The headings do not control the meaning of any paragraph or in any way determine its interpretation.

14. Addresses of Notices

All notices between the DISTRICT and the SCHOOL BOARD which may be provided with respect hereto shall be in writing and shall be addressed as follows:

The SCHOOL BOARD:
Calcasieu Parish School Board
Attn: Superintendent Karl Bruchhaus

3310 Broad Street
Lake Charles, Louisiana 70615

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

D. Resolution to hire special legal counsel for Sales Tax Department/Stutes & Lavergne Law Firm

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CALCASIEU PARISH SCHOOL BOARD
AND
STUTES & LAVERGNE, LLC
LOCAL SALES AND HOTEL OCCUPANCY TAX
FROM ONLINE TRAVEL COMPANIES**

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into effective the _____ day of November, 2019, (the “**Effective Date**”), by and between the Calcasieu Parish School Board, through Its Sales & Use Tax Department, represented by Karl Bruchhaus (the “**School Board**”), and Stutes & Lavergne, LLC, represented by Russell J. Stutes, Jr. (“**Lawyer**”).

WHEREAS, the School Board seeks to determine the School Board’s eligibility to collect local sales and hotel occupancy taxes from online travel companies and to collect any such taxes which may be due;

WHEREAS, the School Board has selected Lawyer to perform the professional services necessary to determine the School Board’s eligibility to collect local sales and hotel occupancy taxes against online travel companies and to collect any such taxes which may be due;

NOW THEREFORE, the School Board and Lawyer agree as follows:

I. LAWYER’S OBLIGATIONS.

A. Services. Lawyer will:

- 1.** Research the existence of local sales and hotel occupancy taxes owed to the School Board;
- 2.** Determine the potential amount owed to the School Board and, in consultation with the School Board, make claims for such amounts;
- 3.** Collect such amounts on behalf of the School Board;
- 4.** Provide periodic updates to the School Board regarding the existence as well as the potential owed amounts, and progress on collections;
- 5.** Provide other professional services required by the School Board;
- 6.** Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of Lawyer as set forth in this Agreement;

7. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on Lawyer's behalf;

8. Cooperate with the School Board and any person performing work for the School Board, with respect to the above items.

The School Board's officers and employees are not authorized to request or instruct Lawyer to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Invoices.

1. Lawyer will provide the School Board with an annual statement for ongoing Costs. Once the Lawyer's work is ended, Lawyer will submit to the School Board a final bill and disbursement statement.

2. The School Board may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

C. Conflict Of Interest. Lawyer expressly acknowledge that this Agreement is for the performance of professional legal services on behalf of the Client, the Calcasieu Parish School Board, through Its Sales & Use Tax Department, only. Therefore, Lawyer further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. Lawyer represent that it has performed a conflicts check and affirms that no actual, perceived or potential conflicts exist. Lawyer acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict for which no waiver from the School Board has been obtained. Any request for a conflict waiver must be presented to the School Board's Attorney in writing in accordance with the Louisiana Rules of Professional Conduct. Nevertheless, the School Board's Attorney is under no obligation to approve conflict waiver requests.

II. THE SCHOOL BOARD'S OBLIGATIONS.

A. Administration. The School Board will:

1. Administer this Agreement through the Sales and Use Tax Department of the School Board, and Karl Bruchhaus, Superintendent;

2. Provide Lawyer with any documents deemed necessary for Lawyer's performance of any work required under this Agreement; and

3. Provide access to Sales and Use Tax Division's personnel to discuss the required services during normal working hours, as requested by Lawyer.

B. Payment. The School Board understands that Lawyer will be paid by a contingency fee as set forth in below Article III for handling the School Board's efforts to collect on claims for Local Sales and Hotel Occupancy Tax against Online Travel Companies and based upon Lawyer's invoices. However, the School Board is not obligated under any circumstances to pay for any work performed or costs incurred by Lawyer that: are beyond the scope or duration of this Agreement; or the School Board is not expressly obligated to pay under this Agreement.

III. COMPENSATION.

A. Costs: Lawyer will bear all of the costs incurred in performing its obligations under this Agreement. Final costs may be deducted from any recovery in the case before calculation of legal fees. As used herein, the term "costs" includes, but is not limited to, filing fees/supplies, copying costs, deposition costs, computerized legal and factual research costs, courier expenses, travel expenses, court costs, postage expenses, expert and non-expert witness fees, and all other reasonable out-of-pocket expenses incurred for the performance of the Agreement. Lawyer will be responsible for expert costs as they arise. Expert costs will then be deducted from any recovery before calculation of legal fees. All costs are subject to review and approval by the School Board.

B. Legal Fees:

1. Reasonable Fee. The School Board agrees to pay Lawyer the reasonable fee set forth below.
 2. Contingency Fee. The School Board understands that Lawyer will be paid for handling the School Board's claim by a contingency fee. In the event the School Board obtains recovery, this contingency fee will be of thirty-five percent (35%) of the total recovery after deduction for payment of costs as defined in Section III(A) above.
 3. Discharge Prior to Completion. If the School Board should choose to discharge Lawyer prior to substantial completion of the work that must be done, Lawyer's fees will be determined by quantum meruit.
- C. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the School Board in accordance with the terms and conditions of this Agreement.

IV. DURATION AND TERMINATION.

- A. Term. The term of this agreement shall be until the matter is concluded.
- B. Termination for Convenience. The School Board or Lawyer may terminate this Agreement at any time during the term of the Agreement by giving the other party written notice of the termination at least thirty (30) calendar days before the intended date of termination.
- C. Termination for Cause. The School Board may terminate this Agreement immediately for cause by sending written notice to Lawyer. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.
- D. Notwithstanding the right to terminate by either party, Lawyer is entitled to receive the legal fees reflected in paragraph III.B above for any settlements or recovery by the School Board that subsequently takes place and that are justified by the Lawyer to be substantially due to Lawyer's efforts.

V. INDEPENDENT CONTRACTOR.

- A. Independent Contractor Status. Lawyer is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the School Board and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the School Board.
- B. Exclusion of Worker's Compensation Coverage. The School Board will not be liable to Lawyer, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by Lawyer will not be considered an employee of the School Board for the purpose of Worker's Compensation coverage.
- C. Exclusion of Unemployment Compensation Coverage. Lawyer, as independent contractors, are being hired by the School Board under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither any Lawyer nor anyone employed by any Lawyer will be considered an employee of the School Board for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) Lawyer have been and will be free from any control or direction by the School Board over the performance of the services covered by this contract; (b) the services to be performed by Lawyer are outside the normal course and scope of the School Board's usual business; and (c) Lawyer have been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.
- D. Waiver of Benefits. Lawyer, as an independent contractor, will not receive from the School Board any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the School Board under this Agreement.

VI. NOTICE.

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the School Board:

Karl Bruchhaus
Superintendent
Calcasieu Parish School Board, Through Its Sales & Use Tax Department
3310 Broad Street
Lake Charles, LA 70615

2. To Lawyer:

Russell J. Stutes, Jr.
Stutes & Lavergne, LLC
600 Broad Street
Lake Charles, LA 70601

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

VII. ADDITIONAL PROVISIONS.

A. Limitations of the School Board's Obligations. The School Board has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

B. Subcontractor Retention and Reporting. Lawyer may retain subcontractors to perform legal services in connection with Lawyer's work for the School Board. Lawyer will provide a list of all natural or juridical persons who are retained by such Lawyer as a subcontractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with Lawyer's work for the School Board. For any subcontractor proposed to be retained by a Lawyer to perform work on the Agreement with the School Board, such Lawyer must provide notice to the School Board within thirty (30) days of retaining that subcontractor. If Lawyer fail to submit the required lists and notices, the School Board may, after thirty (30) days' written notice to Lawyer, take any action it deems necessary, including, without limitation, causing the suspension of the Agreement and any payments due, until the required lists and notices are submitted.

Lawyer and the School Board acknowledge that Lawyer will retain and work with Drew Talbot of the firm Rainer, Anding and Talbot in connection with the services contemplated by this Agreement.

C. Assignment. This Agreement and any part of Lawyer's interest in it are not assignable or transferable without the School Board's prior written consent.

D. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

E. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

F. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning

of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the School Board or Lawyer on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

H. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

I. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

J. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

K. Approval by Louisiana Attorney General. All terms and conditions contained in this Agreement shall only go into effect and become enforceable upon the Resolution employing Lawyer being passed by the School Board and approved by the Louisiana Attorney General. All terms and conditions contained herein shall be void *ab initio* if the Louisiana Attorney General does not approve the Resolution employing Lawyer. Lawyer shall be responsible and take all reasonable steps necessary to present any Resolution passed by the School Board to the Louisiana Attorney General, and Lawyer shall take all reasonable steps to notify the School Board of any decision by the Louisiana Attorney General either approving or rejecting the School Board's Resolution.

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

E. Request to apply for the National Clean Diesel Rebate Program/School Bus Replacement Funding Program Grant

Grant Title: National Clean Diesel Rebate Program 2019/School Bus Replacement Funding Program

Funding Authority: United States Environmental Protection Agency

Person Applying for Grant: Mark Arseneault & Robert Barrentine, with Charles Sellers and Mary Fontenot (Transportation)

Grant Amount: Maximum of \$400,000; \$20,000 per eligible bus replacement up to 20 buses

Grant Period: x

Purpose: The purpose of this grant is to encourage and assist school systems in the replacement of eligible buses so more children can ride buses with the cleanest emissions standards. This grant would give us a rebate of \$20,000 when we replace an eligible bus with the purchase of a newer bus. The grant will provide a maximum of \$400,000, **\$20,000 per eligible bus replacement up to 20 buses.**

Buses on the application must meet the program's usage requirements:

1. Transport 10 or more preprimary, primary, or secondary school students to schools or homes;
2. Are in current operational and regular use;
3. Are used at least three days/week during the current school year OR accumulated at least 10,000 miles over the last year;
4. Run on diesel fuel and powered by pre-2006 engines

Replacement vehicles must be powered by a certified 2017 or newer model year engine or operate solely on electricity. Must be no more than one vehicle class larger than original bus and may be operated on conventional diesel, battery or hybrid drive trains, or alternative fuels. The date of the purchase order cannot pre-date the selection letter. The original bus must be scrapped with specific required documentation, including photographic evidence, submitted to EPA. Once the evidence has been submitted and the entity has taken delivery of the replacement buses, the entity will receive the rebate.

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

PERMISSION TO ADVERTISE

Mr. Hardesty read the following:

A. A.M. Barbe High School Repairs to Building D/\$50 million allocation

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

B. A.M. Barbe High School Renovations to Building E “Commons”/\$50 million Allocation (This item was removed for discussion at a later date)

C. Phase 2- Classroom addition plus new playgrounds and front parking addition/J.D. Clifton Elementary/District 31 Bond Funds

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

BID REPORTS

Mr. Hardesty read the following:

A. E-Rate year 23 (20-21) bid/Technology Department

323-WAN Proposals were received from Suddenlink (Altice); Cox; Conterra; Hypercore Networks --- Bid awarded to Suddenlink (Altice) for lowest price meeting specifications.

323-IA Proposals were received from Suddenlink (Altice); Cox; Conterra; AT&T; Hypercore Networks----Bid awarded to AT&T for lowest price meeting specifications.

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

B. Bid #2020-05PC/Covered pavilions and restrooms/R.W. Vincent Elementary and LeBlanc Middle School/\$50 million allocation

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

DATE:	October 30,2019
DESCRIPTION:	Covered Pavilions and Restrooms R.W. Vincent Elementary & Alonzo Leblanc Middle School
FUNDS:	All Districts Capital Projects Fund

BID NUMBER: 2020-05PC

DESIGNER: ELLENDER ARCHITECTS AND ASSOCIATES, LLC

CONTRACTOR	BASE BID	ALT. # 1
Gunter Construction	No Bid	
K & J Development of SWLA, LLC	\$1,029,000.00	\$93,000.00
Keiland Construction LLC	\$1,129,000.00	\$52,500.00
Magellan Construction LLC	No Bid	
John D. Myers & Associates	No Bid	
Alfred Palma, Inc.	\$1,120,000.00	\$49,400.00
PERC Development , LLC	\$1,298,500.00	\$91,920.00
Seth Priola Construction, LLC	\$1,117,000.00	\$54,000.00
Trahan Construction, LLC	\$1,169,000.00	\$55,300.00
Pat Williams Construction, LLC	\$1,181,000.00	\$39,000.00
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:

One Million One Hundred Twenty-Two thousand and no/100 \$ 1,122,000.00

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE:

Provide temporary construction access as indicated on drawings for R.W. Vincent Elementary School site.

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

C. Bid #2020-04PC/Pearl Watson Elementary, Phase 3 Renovations/District 31 Bond Funds

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

DATE: October 24,2019

DESCRIPTION: Pearl Watson Elementary School -Phase 3 Renovation
FUNDS: SD # 31 Bond Funds
BID NUMBER: 2020-04PC
DESIGNER: Griggs, Mitchell & Assoc. Architecture LLC

CONTRACTOR	BASE BID
Pat Williams Construction	\$ 144,000.00
Mike Kraus Construction	\$ 126,000.00
Alfred Palma General Construction	No Bid
K & J Development	\$ 149,000.00

The Committee recommends award of the contract to:

Pat Williams Construction

BASE BID IN THE AMOUNT OF:

\$ 144,000.00

One Hundred Forty-Four Thousand Dollars and No /100

as the lowest qualified bidder meeting specifications.

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

D. Bid #2020-02PC/Ralph Wilson Elementary Phase 4 Renovations/District 31 Bond Funds

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

DATE: October 29,2019

DESCRIPTION: Ralph Wilson School -Phase 4 Renovations
SD # 31 Bond Funds
FUNDS: Funds
BID NUMBER: 2020-02PC
DESIGNER: Griggs, Mitchell and Associates

CONTRACTOR	BASE BID
------------	----------

Pat Williams Construction	\$	224,000.00
Kraus Construction	\$	490,000.00
Alfred Palma General Constrictors	No Bid	
K & J Development	\$	217,000.00
Gunter Construction	No Bid	

The Committee recommends award of the contract to:

K & J Development
of SWLA

BASE BID IN THE
AMOUNT OF:

Two Hundred and Seventeen Thousand
Dollars & No / 1000
as the lowest qualified bidder meeting
specifications.

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

E. Bid #2020-06PC/Re-roofing at Westlake High School/District 23 Bond Funds

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

OCTOBER 25, 2019

DESCRIPTION: REROOFING AT WESTLAKE HIGH SCHOOL

FUNDS: SD# 23 BOND FUNDS

BID NUMBER: 2020-06PC

DESIGNER: KING ARCHITECT, INC.

CONTRACTOR	BASE BID
MORCORE ROOFING	\$ 2,625,000.00
DAUGHDRILL ROOFING	\$ 2,593,552.00

GUNTER CONSTRUCTION , INC.	NO BID
FERGUSION ROOFING	NO BID
INDUSTRIAL ROOFING & CONSTRUCTION	\$ 3,363,270.00
RYCAR CONSTRUCTION	\$ 2,996,990.00
ROOFING SOLUTIONS LLC	\$ 3,282,931.00

The Committee recommends award of the contract to:

DAUGHDRILL ROOFING

BASE BID IN THE AMOUNT OF: \$ 2,593,552.00

TWO MILLION FIVE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED AND

FIFTY -TWO DOLLARS AND NO/100

as the lowest qualified bidder meeting specifications.

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

F. Bid #2020-03PC/Renovations to Westlake High School Baseball Field/District 23 Bond Funds

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

October 25 ,2019

DESCRIPTION: Renovations to Westlake High School Baseball Field
FUNDS: SD 23 Bond Funds
BID NUMBER: 2020-03PC
King Architects,
DESIGNER: Inc.

CONTRACTOR	BASE BID	ALT. #1	ALT. #2
Pat Williams Construction LLC	\$ 881,000.00	\$ 916,000.00	\$ 360,000.00
Alfred Palma, Inc.	\$ 892,900.00	\$ 926,000.00	\$ 461,000.00
Gunter Construction, Inc.	\$ 912,000.00	\$ 934,000.00	\$ 384,000.00
Keiland Construction, LLC	\$ 843,000.00	\$ 1,002,000.00	\$ 415,000.00
K & J Development	\$ 900,000.00	\$ 990,000.00	\$ 450,000.00
GeoSurfaces, Inc.	\$ 748,000.00	\$ 702,000.00	\$ 255,000.00

The Committee recommends award of the contract to:

GeoSurfaces, Inc.

BASE BID AND ALTERNATE 1 & 2 IN THE

AMOUNT OF: \$ 1,705,000.00

One Million Seven Hundred Five Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF

ALTERNATES:

Alt. #1 Install synthetic turf in the outfield

Alt.#2 New LED lighting and poles

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

CORRESPONDENCE

Mr. Hardesty read the following:

A. Change Order Number Nineteen (19) for the Project, “Classroom Pods-Phase 10,” Riverboat Fund; Champeaux, Evans, Hotard, APACD, Architect; Miller & Associates Dev. Company, Inc., Contractor; *Increase* of \$11,934.91 and *Increase* of three (3) days.

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

B. Change Order Number Four (4) for the Project, “Phase I Restroom Renovations for Barbe High School,” \$50 million allocation; Randy M. Goodloe, AIA, APAC, Architect; Pat Williams Construction, Contractor; *Increase* of \$1,727.39 and *Increase* of nineteen (19) days.

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

C. Change Order Number One (1) for the Project, “Restroom Improvements Sulphur High School,” \$50 million allocation; Ellender Architects & Associates, LLC, Designer; K&J Construction of SWLA, LLC, Contractor; *Increase* of \$22,804.82.

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

D. Change Order Number Four (4) for the Project, “Track replacement for Vinton High School and Bell City High School,” Project 2019-12PC; Champeaux, Evans, Hotard, APAC, Designer; GeoSurfaces, Inc., Contractor; *Increase* of six (6) days.

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

E Recommendation of Acceptance for the Project, “Restroom Improvements, E.K. Key Elementary.”

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

F. Recommendation of Acceptance for the Project, “Track Replacement Project for Vinton High School and Bell City High School.”

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

G. Beneficial Occupancy/Vinton High School and Bell City High School Track Replacement Project

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

H. Change Order Number Two (2) for the Project, “Ralph Wilson Elementary Phase 3,” District 31 Bond Funds; Griggs Mitchell & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$117,848.00 and *Increase* of Forty-five (45) days.

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

CONDOLENCES/RECOGNITIONS

Mr. Hardy, Mr. Hayes, and Mr. Dellafosse asked for a letter of condolence to the family of Mrs. Jean Johnson.

Mr. Dellafosse congratulated Principal Ronnie Harvey on Washington-Marion rising to the level of a “B” school.

SCHEDULE COMMITTEES

November 21, 2019.....Employee Benefits Committee
January 28, 2020..... Budget Committee

ADJOURN MEETING

On a motion to adjourn by Mr. Hayes and a second by Mr. Dellafosse, the meeting adjourned at 6:58 p.m.

President

Damon Hardesty

Secretary

Karl Bruchhaus

