DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, February 11, 2020, at 5:00 p.m.

The meeting was called to order by Dean Roberts, President. The prayer was led by Alvin Smith. The Pledge of Allegiance was led by Olivia Reeves, a student at Sulphur High School.

ROLL CALL

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

Absent: Glenda Gay and Bliss Bujard

Mr. Roberts asked for a motion to add an item to the agenda:

11. Permission to Advertise

D. Classroom POD building with restrooms necessary for the elimination of metal classroom buildings at Gillis Elementary School.

On a motion to approve adding this item to the agenda by Mr. Natali and a second by Mr. Duhon, the motion failed due to the vote not being unanimous.

APPROVAL OF MINUTES

A. On a motion to approve by Mr. Breaux and a second by Mr. Tarver, the Minutes of the CPSB Meeting of January 14, 2020, were approved on a unanimous vote.

PRESENTATIONS

A. Mr. Owen Clanton, Administrative Director of Middle Schools, presented the following Teachers of the Year:
FEBRUARY 11, 2020

Jennifer Underwood, Iowa High School
Monica McGinnis, S.J. Welsh Middle School
Megan Ferguson, Nelson Elementary School

B. Mr. Tony McCardle, Director of Career and Technical Education, presented the following Louisiana Music Educators Association Music Educators:

Kyle Cook, Assistant Director of Bands/W.W. Lewis Middle School and Maplewood Middle School
Jordan Moore, Director of Bands/Vinton Middle School
Mathew McMillen, Assistant Director of Bands/Sulphur High School
Betsy Stoupy, LMEA District V Band Director of the Year/F.K. White Middle School

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. All Board Members have received the January, 2020, Head Start Report.

   Program Governance
   • Policy Council members attended the Calcasieu Parish School Board Budget Committee Meeting on January 28, 2020. The following items were discussed:
     ✓ Financial Audit

   Program Operations
   • Enrollment – 449
   • 2019-2020 Calcasieu Early Childhood Coordinated Enrollment begins Monday, March 16, 2020 and ends Friday, May 1, 2020. This is the first round of applications to be accepted for the 2020-2021 school year.

2. All Board Members have received the January, 2020, School Population Report in their packets.

3. I would like to report our January, 2020, sales tax numbers for our general fund which show collections at $2,458,584 or 14.9% below budget for the 7th month of the 2019-2020 school year.
   • Collections are $2,603,815 or 15.7% below collections for the same month last year.
   • Collections after seven months of 2019-2020 are $8,589,522 or 8.5% below budget and $9,120,931 or 8.9% below the same period last year.
4. The LSBA conference will be held in Baton Rouge February 16-18. Anyone asking that they be registered has been registered.

5. As we show our appreciation to our many CPSB partners, the annual Partners in Education breakfast is scheduled for tomorrow morning, Wednesday, February 12, at 7:30 a.m. in the Buccaneer Room of the Civic Center.

6. Please remember our annual “From the Classroom to a 5K” is this Saturday, beginning at 7:30. We have 1,386 pre-registered participants and it is always very nice for our CPSB employees to come for this Risk Management sponsored event.

COMMITTEE REPORTS

Budget and Fiscal Management Committee/January 28, 2020/Billy Breaux, Chair

Mr. Breaux gave the following report:

The Calcasieu Parish School Board Budget/Fiscal Management Committee met, Tuesday, January 28, 2020, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer was led by Mr. Roberts and the pledge was led by Mr. Castille. A quorum was present.

Mr. Breaux called the meeting to order at 5:00 p.m. and Mr. Bourne called roll.

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


Freddy Smith CPA, Partner, and Don McLean CPA, Audit Manager with Postlethwaite and Netterville, our external auditing firm, presented the audit results for the School Board’s CAFR for the fiscal year ending June 30, 2019. The School Board received an unmodified, clean audit opinion.
There was one finding regarding adherence to uniform guidance procedures when documenting sole source purchasing for four transactions and small purchase procedures for one professional services transaction. Management has provided a corrective action plan.

The Comprehensive Annual Financial Report has been submitted to the Association of School Business Officials International and the Government Finance Officers Association for national awards. The report has received certificates of excellence in financial reporting from the Association of School Business Officials International for the past 36 years and certificates of achievement for excellence in financial reporting for the past 31 years from the Government Finance Officers Association.

On motion by Mr. DellaFosse, seconded by Mr. Tarver, the 2018-2019 Comprehensive Annual Financial Report, Single Audit Report, and Management Report, were approved as presented.

**On behalf of the committee, Mr. Breax offered a motion to approve; a second was not needed. The motion carried on a unanimous vote.**

The next item presented was school audits. Mr. Foster, Internal Auditing Director, briefly discussed several school audits and recommended that the following audits be approved: School Audits for A.M. Barbe High, LCB Academy of Learning, Sam Houston High, Starks High, S.J. Welsh Middle. Also recommended for approval were Extended Day Programs for: Bell City High, T.S. Cooley, Dolby Elementary, Nelson Elementary, R.W. Vincent Elementary, and Athletic Analysis for A.M. Barbe High, Bell City High, Iowa High, LaGrange High, Sam Houston High, Starks High, Sulphur High, Vinton High, Washington Marion High, and Westlake High.

There were no significant deficiencies noted during the reviews except for LaGrange High School. Internal Control Exception Reports were distributed to the related schools to address exceptions and ensure corrective action. LaGrange High had two significant deficiencies which resulted in the school receiving an overall audit grade of "Unsatisfactory". Staff is working with school administration to address these deficiencies.

On motion by Mr. DellaFosse, seconded by Mr. Young, the School Audits, Extended Day Programs and Athletic Event field reviews were approved as presented.
On behalf of the committee, Mr. Breaux offered a motion to approve; a second was not needed. The motion carried on a unanimous vote.

Mr. Bourne then gave a current update on the status of Pod Project 11. Four Pods have foundation and slab completed, one has the dirt work completed and one is approximately 70% complete. This was presented as information only and did not require any action.

This item was for information only.

Mr. Bourne then discussed and answered questions for the fiscal year 2019 per pupil expenditure analysis for the General Fund. This was presented as information only and did not require any action.

This item was for information only.

The final item to be discussed was an update on Student lunch debt collection procedures. The School Board previously approved an agreement to utilize the services of the Louisiana Office of Debt Recovery which would produce a greater percentage of recovery. Since that time, we have been notified by the O.D.R. that their policy has been changed and they will not accept student debt for collection. Staff will utilize the initial plan of contracting with a debt recovery agency. This was presented as information only and did not require any action.

This item was for information only.

There being no further business to discuss, on motion by Mr. Hardy and seconded by Mr. Duhon the committee adjourned the meeting at 6:46 p.m.

INNOVATION PROJECTS/SPECIAL FEATURE

A. Which Water is Best For You/Lyndon Soke/5th grade/Maplewood Elementary

TAKE APPROPRIATE ACTION

Mr. Roberts read the following:

A. Approval of 2020-2021 District Calendar
The 2020-21 District Calendar is posted on our website under Printable PDF 2020-2021 Calendar and is available at the end of this document and in the archived Minutes at 3310 Broad Street.

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

B. Approval of Resolution hiring Stutes & Lavergne Law Firm as Special Counsel for Sales Tax Department dispute with Jeff Patterson, Contractor, LLC.

RESOLUTION

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;
WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by Jeff Patterson Contractor, LLC;
WHEREAS, Jeff Patterson Contractor, LLC has filed a petition with the Board of Tax Appeals in lieu of filing suit;
WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the collection proceedings and any subsequent litigation; and
WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the collection proceedings and any subsequent litigation.

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

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 hiring Stutes & Lavergne Law Firm as Special Counsel for Sales Tax Department dispute with LC Entertainment, LLC.

RESOLUTION

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;
WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by LC Entertainment, LLC;
WHEREAS, LC Entertainment, LLC has filed a petition with the Board of Tax Appeals in lieu of filing suit;
WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the collection proceedings and any subsequent litigation; and
WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the collection proceedings and any subsequent litigation.

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

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

D. Approval of Joint Services Agreement with Recreation District Number 1 of Ward 8 (Available for viewing at the end of this document, on our website, and in the archived Minutes at 3310 Broad Street)

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

Mr. Roberts read the following:

A. Sam Houston High School-Visitor Side Concession Building/District 27 Capital Projects Fund

B. Sam Houston High School – Football Field Improvements/District 27 Capital Projects Fund

Mr. Duhon offered a motion to approve, with a second by Mr. Breaux, Items A.&B. The following submitted Blue Cards to address the Board on both items:

Bari Ezell
Lori Trahan
Vickie Johnston (LAE)
Chad Paulk

After much discussion, Mr. Duhon offered a motion to table both items, with a second by Mr. Hardy. There could be no further discussion and the motion to table carried on a unanimous vote.

C. Small Wares and Equipment/School Food Services Department

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

BID REPORTS

Mr. Roberts read the following:

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

<table>
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<tr>
<th>DESCRIPTION:</th>
<th>Reroofing at Westwood Elementary</th>
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<tr>
<td>FUNDS:</td>
<td>SD # 23 Bond Funds</td>
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<td>BID NUMBER:</td>
<td>2020-08PC</td>
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The Committee recommends award of the contract to:

**Daughdrill Roofing**

**BASE BID IN THE AMOUNT OF:**  $1,104,959.00

One Million One Hundred Four Thousand Nine Hundred and Fifty-nine Dollars and 00/100

as the lowest qualified bidder meeting specifications.

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

**CORRESPONDENCE**

Mr. Roberts read the following:

**A. Change Order Number One (1) for the Project, “Renovations to Westlake High School Baseball Field”, District 23 Bond Funds; Barry King, AIA, Architect; Charles Dawson, GeoSurfaces, Inc, Contractor; Increase of $34,896.75.**

On a motion to approve by Mr. Hardesty and a second by Mr. Breaux, the motion carried on a unanimous vote.
B. Change Order Number Five (5) for the Project, Ralph Wilson Elementary Phase 3”, Griggs Mitchell & Assoc., LLC, Designer; Pat Williams Construction, LLC, Contractor; Increase of $11,210.00 and Increase of fifteen (15) days.

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

C. Change Order Number Six (6) for the Project, Ralph Wilson Elementary Phase 3”, Griggs Mitchell & Assoc., LLC, Designer; Pat Williams Construction, LLC, Contractor; Increase of $14,262.00 and Increase of fifteen (15) days.

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

CONDOLENCES/RECOGNITIONS

Mr. Hardy recognized State Representative Dwight in the audience and asked for a letter of condolence to the family of Mr. Anthony LeBato and the family of Mrs. Lydia Beloney.

Mr. Dellafosse asked for a letter of condolence to the family of Mr. Calvin Collins.

Mr. Breaux asked that Mr. Mickey Smith attend an upcoming Board Meeting, as congratulations for his recent Grammy Award win.

SCHEDULE COMMITTEES

February 18, 2020.................................................. C&I Committee
March 24, 2020.......................................................... Budget Committee

ADJOURN MEETING

On a motion to adjourn by Mr. Breaux and a second by Mr. Dellafosse, the meeting adjourned at 6:52 p.m.

______________________________  ______________________________
President                   Secretary
Dean Roberts                Karl Bruchhaus
**Reporting Days**

Students' First Day...............8/14
Students' Last Day...............5/26

**Holidays/In-services**

Students Do Not Report on the Following Days

School System Offices Closed.....7/3
System-wide In-service 8/10 & 8/11
Paras report to work...............8-11
School Level In-Service...8/7 & 8/11-13
Labor Day....................9/7
Teacher In-service...............10/19
Election Day....................11/3
Veterans Day.....................11/11
Half Day.........................11/20
Thanksgiving.....................11/23-11/27
Half Day.........................12/18
Christmas.........................12/21-1/1
Teacher In-service.............1/11
MLK Day..........................1/18
Mardi Gras.........................2/15-2/17
Teacher In-service.............3/19
Easter Break.......................4/2-4/9
Half Day.........................5-26
Teacher In-service.............5/27

**Nine Week Periods**

1st..................................10/16
2nd..................................1/8
3rd..................................3/18
4th..................................5/26

**State Testing**

LEAP ELA/Math/Sci. (3-8) ..........TBA
EOC Fall CBT........................TBA
EOC Spring CBT.....................TBA
ACT PBT............................TBA
LEAP Connect/LAA................TBA

**Calendar Code**

- Students' First Day/Last Day
- Half Day for Students Only
- School Holiday
- System-wide In-service
- Teacher In-service home
- Nine Weeks Period Ends
- Time Change

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**2020-21 District Calendar**

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182 Teacher Work Days
172 Instructional Days
4 Emergency Days
JOINT SERVICES AGREEMENT AND LEASE

This agreement is entered into between the Calcasieu Parish School Board ("School Board") and Recreation District No. 1 of Ward 8 of Calcasieu Parish (the "District") in accord with the authority of Article 6, Section 20 and Article 7, Section 14 of the 1974 Louisiana Constitution and the Local Services Law (La. R.S. 33:1231 et. seq.).

The parties, through their undersigned representatives authorized by their respective boards' resolutions, hereby enter into this "Joint Services Agreement and Lease" which replaces the Joint Services Agreement and Lease between the parties effective September 1, 2005.

(1)

The District will use due diligence and its best efforts to obtain funds through grants, donations, and otherwise for the construction, operation, and maintenance of park and recreational facilities on the leased premises and to provide access to and use of the facilities to the School Board. The District accepts the premises in its present condition said premises being described as follows:

Commencing at a point 1985 feet more or less South of the Northeast corner of Section 16, T9S - R7W, Calcasieu Parish, Louisiana, point being the intersection of the East line of said Section 16 and the centerline of an existing ditch; thence Westerly along said ditch centerline 615 feet more or less, to its intersection with the centerline of an existing irrigation canal, thence Northwesterly along said canal centerline a distance of 1280 feet more or less, thence East 60 more or less to the existing Southwest fence corner of a fence around LeBleu Settlement Elementary School, thence East along said existing fence and its extension a distance of 860 feet more or less to said East line of Section 16, thence South along East line a distance of 1385 feet more or less to the point of commencement. Containing 18.5 acres more or less.
Buildings, structures, or other facilities, movables, and improvements to be constructed or placed on the premises shall be by joint approval of the parties and shall comply with all applicable codes, standards, and/or regulations. Any and all movable property installed or placed upon the premises shall be and remain the property of the party which provided it. Any and all immovable property placed upon the premises shall, upon completion of construction, become the property of and be owned by the School Board. Ownership of minerals remains with the School Board, except that surface of the premises may not be used for mineral exploration or production.

Upon termination of this agreement, and within ninety (90) days thereof, the District shall have the right, but not the obligation, to remove from the premises all or any part of its movable property mentioned in (2) above, provided that the School Board, within ninety 90 days of termination of this agreement, may, in writing, order the District to remove all or any part of said movable property in which event the District shall remove said property within ninety 90 days of receipt of said written notice.

From 7:00 a.m. to 4:30 p.m., on days when school is in session, the premises, facilities, and improvements shall not be open to public use. When school is not in session the premises, facilities, and improvements will be open for public use according to a schedule to be determined by the parties.

The School Board shall be responsible for the following items: (1) the maintenance and safety of the premises, improvements, and facilities, (2) payment of all utilities services, and (3) the maintenance of suitable general liability insurance coverage or self-insurance for the premises, improvements, and facilities provided that should the electors of the District vote to authorize the District to levy and collect an ad valorem property tax for the District or should the District receive other funding such that it is able to contribute to items (1) through (3), then in that event the District and the School Board shall in good faith and due diligence negotiate the terms and conditions for pro-rating the costs between themselves, and this agreement shall be amended to include said terms and conditions. To this end, the parties shall share with each other all financial information relevant to this agreement.
The District may use the premises for the lawful purposes of the District, but shall not use or permit use of the premises for any purpose that is unlawful. The District shall not engage in any activities which may endanger the welfare, health, safety or well-being of students or employees of the School Board, nor any activities which may interfere with educational and recreational activities provided by the School Board, or the peace of those who reside near the premises. The premises shall not be held open for public use between 7:00 a.m and 4:30 p.m. during days LeBleu Settlement Elementary School is open or in session.

The parties further agree that the School Board shall at all times be granted use of and provided access to the facilities. The School Board shall have priority, subject to reasonable scheduling, in the use of the premises, improvements, and facilities for school recreational, physical activity and sporting events, and other related activities at no cost to the School Board.

(7)

District shall not use the premises for commercial purposes. It is the intent of the parties that District shall with the prior consent and written approval of the School Board construct recreational facilities for public use and for use by the School Board, students, and staff.

(8)

The parties each warrant that neither of them shall discriminate against any person, organization, or group in the provision of services or use of the premises on the grounds of race, color, creed, religion, sex, national origin, age, handicap or any other criterion prohibited by law. The provisions of this agreement are not stipulations for the benefits of other parties, nor shall they create causes of action or rights in favor of anyone other than the parties hereto.

(9)

Neither this agreement nor the exercise of any rights granted herein will create any servitude or right of use in favor of the public.

(10)

The parties further agree that all net profits generated from any event conducted by the District on the premises shall be divided equally between the parties to be disbursed on an annual basis. The District shall maintain its own records of funds disbursed to it under this paragraph, copies of which records shall be furnished to the School Board upon written request.

(11)
The initial term of this contract shall commence on __________________________, 20__, and shall end on __________________________, 20__, which term may be renewed for not more than two additional ten year terms on ninety (90) day notice given before expiration of the primary term or any extended term.

(12)

The School Board covenants that it will not mortgage, sell, assign, transfer or convey all or any part of the premises or its interest in this agreement. The School Board shall secure to the District the quiet and peaceful possession and enjoyment of the premises. The District will not allow use of the premises in a manner which unreasonably disturbs educational activities at the school or the peace of neighbors of the facility, and shall prohibit the sale, use, and consumption of alcoholic beverages on the premises.

(13)

District may not lease the premises or any portion thereof to anyone, except that sports contests may be conducted on the premises on an “event” basis. No permanent advertising signs or billboards, except for the District name, hours of operation, and prohibited uses shall be placed by the District on the premises.

(14)

The District may not assign, sublease, or transfer in any manner whatsoever any of its rights under this agreement without prior written approval of the School Board. The School Board shall have the right to terminate this agreement if the District fails to comply with the requirements of this agreement.

(15)

No chemicals subject to jurisdiction of state or federal environmental agencies shall be placed upon or stored upon the premises without permission of the School Board. Nor shall the District permit the storage or placement on the premises of “junk” or abandoned motor vehicles, or other movables the presence of which is inconsistent with the purpose of this agreement.

(16)
This Joint Services Agreement and Lease is executed in triplicate originals with each party retaining one (1) original and one (1) original being recorded in the office of the Clerk of Court of Calcasieu Parish in the mortgage records thereof.

THUS DONE AND SIGNED on the 11th day of February, 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Anna Burgin
Witness Signature

Anna Burgin
Printed Witness Name

Lori Ewalt
Witness Signature

Lori Ewalt
Printed Witness Name

CALCASIEU PARISH SCHOOL BOARD

BY: KARL BRUCHHAUS, Superintendent

NOTARY PUBLIC

Peggy T. Carlisle
Notary Printed/Stamped Name
and Identification Number
THUS DONE AND SIGNED on the ___ day of _________ 20___, in ________, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Witness Signature

Printed Witness Name

Witness Signature

Printed Witness Name

RECREATION DISTRICT NO. 1 OF WARD 8 OF CALCASIEU PARISH

BY: _____________________________

Printed Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number