

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 10, 2020, at 5:00 p.m.

The meeting was called to order by Dean Roberts, President. The prayer was led by Annette Ballard. The Pledge of Allegiance was led by Billy Breaux.

ROLL CALL

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

Absent: Eric Tarver and Aaron Natali; Mark Young arrived after the roll was called.

APPROVAL OF MINUTES

On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver, the Minutes of the CPSB Meeting of February 11, 2020, were approved on a unanimous vote.

PRESENTATIONS

A. T-Shirt Contest Winners/From Classroom to 5K/Skylar Fontenot, Risk Manager

Overall winning logo design: Hannah Richard, Sulphur 9th Grade Campus

2nd Place: Karleigh Hayden, Sulphur 9 Grade Campus

3rd Place: Brooke Broussard, 5th Grader at T.S. Cooley Elementary

B. Students of the Year/Dr. Jill Portie, Adm. Director of Elementary Schools

Elementary Division

Winner: Bailey Noelle White, E.K. Key Elementary

Runner Up: Julius Heighton Rossowski, T.S. Cooley Elementary

Middle School Division

Winner: Isabella Burke, Vinton Middle School

Runner Up: Madelyn Le, S.J. Welsh Middle School

High School Division

Winner: Abigail Rogers, Sam Houston High School

Runner Up: Isaac Broussard, Barbe High School

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

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

Program Governance

- Policy Council meeting was held on February 17, 2020. The following items were approved:
 - ✓ January's Policy Council Minutes
 - ✓ January's Director's Report
 - ✓ January's Attendance Report
 - ✓ January's Financial Report
 - ✓ 2019 Student's Health Status Report

Program Operations

- Enrollment – 446

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

3. I would like to report our February, 2020, sales tax numbers for our general fund which show collections at \$2,918,051 or 20.1% below budget for the 8th month of the 2019-2020 school year.

- Collections are \$2,656,280 or 18.6% below collections for the same month last year.
- Collections after eight months of 2019-2020 are \$11,507,573 or 9.9% below budget and \$11,777,221 or 10.1% below the same period last year.

4. I am very pleased to introduce the LaGrange High School Girls' Basketball Team as the Louisiana 4A State Champions. Coach Holmes, please come to the front and introduce your team.

La'Keem Holmes, Head Coach
Sean Andrus, Assistant Coach
Patrick Woodard, Assistant Coach
Ericka Turner, Manager
Asia Pattum, Team Trainer
Nadailyn Carrier
Alona Gray
Jeriah Warren

Aasia Sam
Deia Tanks
Alanna Stevens
Maddison Johnson
JaKayla Winford
Amani Crider
Aalyanna Brooks
Miah Alexis
Jordan LaFleur
McKenzie Shaw
Ala'jsa Walker
Amyah Myles
Chalessa Stevens, Coach
Sharde Henry, Coach
Bianca King, coach
Carla Paris, Trainer

5. In your packets you received a Proclamation from Governor John Bel Edwards regarding School Social Worker Week, March 1-7. Their theme is "Beacon of Hope" and we do appreciate our social workers and the services they provide to the students of Calcasieu Parish.

EXECUTIVE SESSION

A. Auto Liability Claim #CLAS11697B1/Attorney Kyle Beasley

At 5:28 p.m. on a motion by Mr. Hardesty and a second by Mr. Dellafosse, the Board adjourned into Executive Session on a unanimous vote. The Board returned to Regular Session on the same motions at 5:42 p.m.

Mr. Dellafosse offered a motion to approve the settlement of Auto Liability claim #CLAS11697B1. Mr. Hardesty seconded the motion and it was approved on a unanimous vote.

COMMITTEE REPORTS

A. C&I Committee/February 18, 2020/Eric Tarver, *Chair*

Mr. Bujard gave the following report:

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, February 18, 2020 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Eric Tarver; Chair, and Damon Hardesty.

Other Board Members Present: Mack Dellafosse, Glenda Gay, and Dean Roberts.

Absent: Bliss Bujard: Vice Chair, Annette Ballard, John Duhon, Fred Hardy, Alvin Smith, and Mark Young.

The roll was called and there was no quorum. The meeting was adjourned by Chairman, Eric Tarver, at 5:10 p.m.

B. Employee Benefits Committee/March 5, 2020/Billy Breaux, *Chair*

Mr. Breaux gave the following report:

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at 3310 Broad Street, Lake Charles on Thursday, March 5, 2020, at 5:00 pm. The meeting was called to order by Annette Ballard.

The roll was called by Skylar Fontenot. The following members were in attendance: Annette Ballard, Mark Young, Mary Margaret David, Mike Hill, Hattie White, Suzanne Heath, and Carolyn Toups. Quorum was not present. Recess was called, no action could be taken, however the following information was presented.

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

- Net claims paid increased by \$1,430,297
- Specific Insurance Reimbursement decreased by \$523,969
- Net claims against maximum claim funding increased by \$1,954,266
- Average per contract per month increased by \$40.72 or 5.06%
- The analysis of Stop Loss Reinsurance was presented
 - o Historically CPSB has purchased Stop Loss Reinsurance to limit exposure to \$250,000 per claimant
 - o Experience shows that once a high dollar claimant has continued high dollar medical needs, the carrier can laser (I.e. carve them out) thus shifting the burden of cost back to CPSB
 - o The premiums paid for the coverage have been analyzed against the payouts collected
 - o Renewal premium for Stop Loss Coverage is \$2.7 million
 - o The savings from not purchasing the Stop Loss policy equates to 4% of plan costs
- Summary of Where We are Today
 - o Premiums have remained unchanged over the past three years
 - o One-month premium holiday during 18-19 plan year
 - o There have been changes made to the Plan Administration Costs that have saved the plan money

- Eliminated the Aggregate Reinsurance Coverage
- Eliminated the required claims corridor of 10%
 - o The savings from these changes pass directly to our members
 - o CPSB Average claims trend over the past 10 years is 4.61%
 - o National Health Insurance Claim trend over the past decade is 6.57% and projected to be 6% for the upcoming year
- Staff makes the following recommendations
 - o Staff recommends to not purchase the Stop Loss Policy and to designate \$2,700,000 of the reserve in the fund balance for health claims about \$250,000/year/claim
 - o Staff recommends to approve the renewal of the BCBS group health insurance plan for the 5/1/20-4/30/21 policy year with 2.0% premium increase.

Mr. Dellafosse offered a motion to approve staff recommendation, with a second by Mr. Hardesty.

Mr. Hardesty, with a second by Mrs. Gay, amended the motion to read as \$500,000 instead of \$250,00 per year, per claim and to make the increase 3.5 %. The amendment failed on a roll call vote:

For: Mrs. Ballard, Mr. Breaux, Mr. Roberts

Against: Mr. Bujard, Mr. Castille, Mr. Young, Mr. Duhon, Mrs. Gay, Mr. Hardesty, Mr. Hardy, Mr. Smith, Mr. Wallace, Mr. Dellafosse

The original motion carried with one nay vote.

Open enrollment dates will be March 11 - April 24.

After the presentation, a motion to adjourn was made by Mike Hill and seconded by Suzanne Heath and passed unanimously at 6 p.m.

INNOVATION PROJECTS

A. Future Leader Pipeline/Principal Adam Caldwell, Nelson Elementary School

TAKE APPROPRIATE ACTION

Items E, F, G, and H are available for viewing at the end of this document posted on the CPSB website and as a portion of the archived Minutes at 3310 Broad Street.

Mr. Roberts read the following items:

A. Approval of Grant Award/CPSB Head Start Program

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

Grant Source: Federal

Grant Amount: \$3,973,579.00

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

Person Applying: Michelle L. Joubert – Early Childhood Director

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

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

B. Approval of Resolution to retain Stutes & Lavergne Law Firm as Special Counsel/CPSB Sales Tax petition by Distribution International Southwest, Inc.

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 Distribution International Southwest, Inc.;

WHEREAS, Distribution International Southwest, Inc. 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. Duhon and a second by Mr. Dellafosse, the motion carried on a unanimous vote.

C. Approval of Resolution to retain Stutes & Lavergne Law Firm as Special Counsel/CPSB Sales Tax petition by Guichard Operating Company, 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 Guichard Operating Company, LLC;

WHEREAS, Guichard Operating Company, 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. Duhon and a second by Mr. Dellafosse, the motion carried on a unanimous vote.

D. Approval of Cooperative Endeavor Agreement with the State of Louisiana/Act 10

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

E. Approval of Local Services Agreement with the City of Lake Charles/Summer Food Service Program

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

F. Approval of Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury/Summer Food Service Program

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

G. Consideration of ITEP Request/Indorama Ventures Olefins, LLC.

Blue cards to address the Board:

Dalton Landry, Jesse Broderick

Mr. Breaux offered a motion to approve, with a second by Mr. Dellafosse. The motion carried on a roll call vote:

For: Mrs. Ballard, Mr. Breaux, Mr. Bujard, Mr. Castille, Mr. Duhon, Mr. Hardy, Mr. Roberts, Mr. Smith, Mr. Wallace, Mr. Young

Against: Mr. Dellafosse, Mrs. Gay, Mr. Hardesty

PERMISSION TO ADVERTISE

Mr. Roberts read the following:

A. Sam Houston High School-Football Field Improvements and Visitor Side Concession

Building and Gillis Elementary New 6 Classroom Pod with Restrooms and Restroom Addition to Existing Riverboat Pods/District 27 Capital Projects Fund

Mr. Duhon offered a motion to approve; Mr. Hardy seconded the motion.

Blue cards to address the Board:

Lori Trahan, Marianne Wallace

The motion carried on a roll call vote:

For: Mrs. Ballard, Mr. Breaux, Mr. Bujard, Mr. Castille, Mr. Roberts, Mr. Smith, Mr. Wallace, Mrs. Gay, Mr. Hardesty, Mr. Duhon, Mr. Hardy

Abstaining: Mr. Dellafosse, Mr. Young

B. Barbe High School – Phase 2, Renovations to Restrooms/\$50 million allocation

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

C. Brenda Hunter Head Start – Phase 3/District 31 Bond Funds

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

D. College Oaks Elementary – AC Improvements/\$50 million allocation

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

E. Nelson Elementary – Restroom Renovations/\$50 million allocation

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

F. DeQuincy High School –Weight Room/\$50 million allocation

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

BID REPORTS

Technology Department is requesting for approval for

E-Rate Yr. 23 (20-21) on the following bids:

322-NS	Network Switches	Proposals were received from Waypoint-Dell, mVation and Detel	Bid awarded to Waypoint – Dell for lowest price meeting specifications
322-Data Wiring & Equipment Installation	Data Wiring & Equipment Installation	Proposals were received from National Networks and Detel	Bid awarded to National Networks for lowest price meeting specifications

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

CORRESPONDENCE

Mr. Roberts read the following:

A. Change Order Number Five (5) for the Project, “Sam Houston High School New Gymnasium and Band Building,” Project #2018-19PC; Sales Tax District 3; Champeaux, Evans, Hotard, APAC, Architect; Pat Williams Construction, LLC., Contractor; *Increase* of \$40,927.80 and *Increase* of Fifty-nine (59) days.

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 Two (2) for the Project, “Phase 2- New Two story classroom wing, Restroom Renovations, New Hydronic Piping,” District 31 Bond Funds; Ellender Architect & Associates, LLC., Designer; Pat Williams Construction, LLC., Contractor; *Increase* of \$78,379.96 and *Increase* of Forty-nine (49) days.

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

C. Change Order Number One (1) for the Project, “Covered pavilions and restrooms at R.W. Vincent Elementary and LeBlanc Middle School,” \$50 million allocation; Ellender Architects & Associates, LLC., Designer; *Decrease* of \$4,234.00.

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

D. Recommendation of Acceptance/Brenda Hunter Head Start Improvements/Phase II

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

E. Change Order Number Two (2) for the Project, “St. John Elementary Gymnasium,” Bid #2019-21PC; \$50 million allocation; Moss Architects, Inc., Designer; Pat Williams Construction, LLC., Contractor; *Increase* of Sixty-one (61) days.

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

F. Change Order Number Two (2) for the Project, “Renovations to Westlake High Dawson, GeoSurfaces, Inc., Contractor; *Decrease* of \$5,037.00.

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

CONDOLENCES/RECOGNITIONS

Mrs. Ballard commended the Financial Literacy Program geared for high school students.

Mr. Hardy asked for a letter of condolence to the family of Mr. Clarence Chantlin and to the family of Mrs. Thressa Coney.

Mr. Castille asked for a letter of condolence to the family of Mrs. Linda Merchant. He asked for a letter of commendation to the Robotics Teams at Vinton Middle School.

Mr. Dellafosse and Mr. Hardy asked for a letter of commendation to the LaGrange Girls’ Basketball Team.

Mr. Dellafosse and Mr. Hardy asked for letters of condolence to the family of:

Mr. Solomon Cannon

Mr. Robert Pete at the loss of his mother.

Mr. Dellafosse asked for a letter of condolence to the family of Marshall Semien and to the family of Mrs. Debra Jackson.

Mr. Duhon, Mr. Smith, Mr. Hardy and Mr. Hardesty asked for a letter of condolence to the family of Mr. Willard Booty.

SCHEDULE COMMITTEES

March 24, 2020.....5:00 Budget Committee

March 24, 2020.....C&I Committee (To Follow)

ADJOURN MEETING

On a motion to adjourn by Mr. Hardesty and a second by Mrs. Gay, the meeting was adjourned at 7:35 p.m. on a unanimous vote.

President

Dean Roberts

Secretary

Karl Bruchhaus

Contact Sheet
Act 10 of 2019 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: Calcasieu Parish School Board

Authorized Person: Wilfred Bourne, Chief Financial Officer

Contact Person, if different: same

Telephone Number: 337-217-4050 ext2101

Fax Number: 337-217-4052

Email Address: Wilfred.bourne@cpsb.org

Fed Tax ID#: 72-6000235

Physical Address: 3310 Broad Street, Lake Charles, LA 70615

Mailing Address: PO Box 800, Lake Charles, LA 70602

Parish: Calcasieu

Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:

Sole Proprietorship

Partnership

Limited Liability Company

Municipality

Local Governmental Authority

Corporation

Non-profit Corporation

Non-Profit Religious Corporation

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Calcasieu Parish School Board officially domiciled at 3310 Broad Street, Lake Charles, LA 70615, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 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, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Act 10 of 2019 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 10 contains a line item appropriation within the Agency's budget for the benefit of Calcasieu Parish School Board of which the sum of **NINE HUNDRED EIGHTY-THREE THOUSAND, SEVEN HUNDRED FORTY-ONE and & NO/100 (\$983,741) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Payment of annual debt obligations on previously issued certificates of indebtedness issued for school building construction within Calcasieu Parish;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 10 of 2019 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: Pay annual debt obligations on previously issued certificates of indebtedness issued for school building construction within Calcasieu Parish;

2.2 Deliverables: Annual certificate of indebtedness payments

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **NINE HUNDRED EIGHTY-THREE THOUSAND, SEVEN HUNDRED FORTY-ONE and & NO/100 (\$983,741) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 10 of 2019 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will

be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

☒ **PLAN A** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2019 and June 30, 2020, and this project and all of the Contracting Party's services shall be completed by that date, unless a written extension is agreed upon between the parties or by Act of the Louisiana Legislature providing an extension. Payment is contingent

upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2020, MUST, under all circumstances, be received by the Agency no later than July 15, 2020, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 10 of 2019 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2020.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6000235**.

ARTICLE V

TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party

shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI

TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII

OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII

ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX

FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X

AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI **AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

ARTICLE XII **FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII

TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2019 and shall terminate on June 30, 2020, unless a written extension is agreed upon between the parties or by Act of the Louisiana Legislature providing an extension.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:

**DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA**

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, 20____.

WITNESSES:

Contracting Party

Authorized Person

Print Name and Title

ATTACHMENT A - PLAN

Act 10 of 2019 Regular Legislative Session

Schedule 20

NAME OF CONTRACTING PARTY:

Calcasieu Parish School Board

NAME AND BRIEF NARRATIVE OF PROGRAM:

Certificate of Indebtedness payments-To provide payments on previously issued CIDs.

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)
Use program allocation to repay annual debt payment obligations of previously issued Certificates of Indebtedness.

2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. **The program objective must include a percentage, a specific dollar amount or a number).**

1. Spend \$983,741 to pay annual debt payment obligation.
- 2.
- 3.

3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)
Complete annual debt payment obligation of previously issued CIDs in a timely fashion.

4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. **A Performance Measure must be designated as a percentage, a specific dollar amount or a number).**

1. Amount spent on annual debt payments-\$983,741
- 2.
- 3.

ATTACHMENT B

Page 1

Project Budget (2019-2020)

Act 10 of 2019 Regular Legislative Session

Schedule 20

Calcasieu Parish School Board

Anticipated Income or Revenue

Sources (list all sources of revenue)

Amounts

1. Act 10 of 2019 appropriation

\$983,741

2.

\$

3.

\$

Total all sources

\$983,741

Anticipated Expenses

Expense Categories

Total Amount

Amount Line Item

Appropriation

(see Footnote 1 below)

(see Footnote 2 below)

Gross Salaries(See Attachment B, Page 2)

\$

\$

Related Benefits (Employer share)

\$

\$

Travel

\$

\$

Operating Services:

Advertising

\$

\$

Printing

\$

\$

Insurance

\$

\$

Maintenance of Equipment

\$

\$

Maintenance of Office and Grounds

\$

\$

Rentals

\$

\$

Software licensing

\$

\$

Dues and Subscriptions

\$

\$

Telephones and Internet Service

\$

\$

Postage

\$

\$

Utilities

\$

\$

Other

\$

\$

Office Supplies

\$

\$

Professional & Contract Services

\$

\$

(See Attachment B, Page 3)

Other Charges (See Attachment B, Page 4)

\$983,741

\$983,741

Acquisitions & Major Repairs

\$

\$

Total Use of the Appropriation

\$983,741

\$983,741

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

Staffing Chart

Act 10 of 2019 Regular Legislative Session

Schedule 20

Name of Contracting Party: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation Amount	Percentage	Related Benefits	Full time or Part Time # of months
N/A						

Totals

\$ _____ \$ _____

\$ _____

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

Act 10 of 2019 Regular Legislative Session

Schedule 20

Name of Contracting Party: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A			

Totals

\$

\$

ATTACHMENT B

Page 4

Schedule of Other Charges

Act 10 of 2019 Regular Legislative Session

Schedule 20

Name of Contracting Party: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1. To make annual debt payments on previously issued Certificates of Indebtedness..	\$983,741
	Total – Should agree with Attachment B, Page 1
	\$ 983,741

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

Act 10 of 2019 Regular Legislative Session

Schedule 20

Calcasieu Parish School Board

N/A

ATTACHMENT C

Progress Report for the Period of _____ to _____

Act 10 of 2019 Regular Legislative Session

Schedule 20

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: Calcasieu Parish School Board

Contact Name: Wilfred Bourne, CFO

Telephone: (337) 217-4050 ext 2101 Fax: (337) 217-4052

Goal: Use program allocation to repay annual debt payment obligations of previously issued Certificates of Indebtedness.	
Objective(s): 1. Spend \$983,741 to pay annual debt payment obligation. 2. 3.	
Activity(Activities) Performed: Complete annual debt payment obligation of previously issued CIDs in a timely fashion.	
Performance Measure(s): 1. Amount spent on annual debt payments 2. 3.	%, \$ amt. or number complete 1. \$983,471 2. 3.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Act 10 of 2019 Regular Legislative Session

Schedule 20

Name of Contracting Party: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges	\$983,741			
Acquisitions & Major Repairs				
Totals	\$983,741	\$	\$	\$

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.
I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT E
Disclosure and Certification Statement
Act 10 of 2019 Regular Legislative Session

Schedule 20

Contracting Party Name: Calcasieu Parish School Board

Contractor's Mailing Address: PO Box 800, Lake Charles, LA 70602

Name of Program: Certificate of Indebtedness payments

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Local Government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Karl Bruchhaus, Superintendent, Calcasieu Parish School Board, PO Box 800, Lake Charles, LA 70602

Wilfred Bourne, Chief Financial Officer, Calcasieu Parish School Board, PO Box 800, Lake Charles, LA 70602

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Karl Bruchhaus, Superintendent, Calcasieu Parish School Board, PO Box 800, Lake Charles, LA 70602

Wilfred Bourne, Chief Financial Officer, Calcasieu Parish School Board, PO Box 800, Lake Charles, LA 70602

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☐ I hereby certify that this organization has no outstanding audit issues or findings.

XX I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT E-1
Disclosure and Certification Statement
Act 10 of 2019 Regular Legislative Session

Schedule 20

Contracting Party Name: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Sub-Contractor's Name: NA

Sub-Contractor's Mailing Address: NA

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- ☐ I hereby certify that this organization has no outstanding audit issues or findings.
- ☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (*Authorized person*)

Print Name and Title

Date

[illegible]

(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)

Signature of Authorized Person

Print Name and Title

Date _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Calcasieu Parish School Board		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► Public School System	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 3310 Broad Street		Requester's name and address (optional)
6 City, state, and ZIP code Lake Charles, LA 70615		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number								
			-				-	
or								
Employer identification number								
7	2		-	6	0	0	2	3 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 7-15-19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Calcasieu Parish School Board
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019**

EXHIBIT E

Page 1 of 3

A. Summary of Auditors' Results

Financial Statements

Type of auditor's report issued: Unmodified

- Material weakness(es) identified? yes x no
- Significant deficiencies identified that are not considered to be material weaknesses? yes x none reported

Noncompliance material to financial statements noted?

 yes x no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? yes x no
- Significant deficiencies identified that are not considered to be material weaknesses? x yes none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR §200.516(a)?

 x yes no

Identification of major programs:

CFDA Numbers

Name of Federal Program or Cluster

84.027, 84.173

Special Education Cluster

84.367

Title II Part A – Teacher and Principal Training and Recruiting

93.558

Temporary Assistance for Needy Families

The threshold for distinguishing types A & B programs was program expenditures exceeding \$1,470,090.

- The Calcasieu Parish School Board was determined to be a low-risk auditee.

**Calcasieu Parish School Board
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019**

EXHIBIT E

Page 2 of 3

B. Findings – Financial Statement Audit

- None

C. Findings and Questioned Costs – Major Federal Award Programs

2019 – 001) Procurement

Department of Education

Questioned Costs: Undetermined

84.027 Special Education Cluster (IDEA)

84.173

Grant No(s): 28-19-B1-10
28-18-RH-10
28-19-P1-10

Criteria:

The Uniform Guidance federal regulations were fully effective as of December 26, 2017 and therefore, the school board, as a recipient of federal awards was required to implement and comply with the Uniform Guidance for the year ended June 30, 2019. The regulations (200.320) require, among other things, that procurement for non-competitive purchases apply only when the item is available only from a single source. The regulations also require procurement purchases of goods and services in an amount between \$10,000 and \$250,000 follow the small purchase procedures by obtaining an adequate number of prices/quotes. Additionally, the Uniform Guidance outlines other specific requirements for purchases based on purchase amount thresholds.

Condition(s):

While testing compliance with the federal procurement regulations, we selected for testing all of the eight vendors with expenditures greater than \$10,000 and inquired or reviewed the documentation to support the procurement process. Four of the vendors tested were for noncompetitive purchases, one was for professional services and the remaining three for materials, supplies, and/or equipment. The documentation to support the four noncompetitive purchases totaling \$150,535 did not adequately demonstrate the vendor selected was the only available source for the items or services purchased. The purchase of professional services in the amount of \$43,475 did not adhere to the small purchase procedures requirements, since an adequate number of quotes was not obtained.

**Calcasieu Parish School Board
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019**

EXHIBIT E
Page 3 of 3

C. Findings and Questioned Costs – Major Federal Award Programs (continued)

2019-001) Procurement (continued)

84.027 Special Education Cluster (IDEA)

84.173

Grant No(s): 28-19-B1-10
28-18-RH-10
28-19-P1-10

Additionally, we obtained the School Board's adopted Procurement Policy to determine the policies included the requirements of the Uniform Guidance. We found the thresholds for purchase requirements in the School Board's Procurement Policy had not been updated to reflect the revised thresholds for various purchase levels according to the Uniform Guidance (as amended by Memorandum M-18-18). These thresholds were less than the revised levels.

Cause: Personnel administering the grants and those in the School Board purchasing department did not execute and enforce the revised purchasing policy containing the amended Uniform Guidance requirements.

Effect: The School Board's special education program may be noncompliant with the procurement requirements within the Uniform Guidance with respect to these transactions.

Recommendation: We recommend for the School Board to better document and research noncompetitive purchases, communicate and enforce the need to obtain price quotes for small purchases, including professional services, and update their internal procurement policies to reflect current federal regulations.

Repeat Finding: No.


View of Responsible Official: See attached corrective action plan, Exhibit E.1.




Corrective Action Plan

Finding 2019-001 Procurement, SPED Cluster IDEA

Management will update its internal procurement policies to reflect current federal regulations. Management will review with personnel responsible for purchasing all the necessary documentation requirements for purchasing with federal funds to be in complete compliance with the Uniform Guidance Procurement Regulations. Special emphasis will be placed on procedures necessary for documenting research and support when making single source purchases.



Wilfred Bourne
Chief Financial Officer



Karl Bruchhaus
Superintendent

Building Foundations for the Future

STATE OF LOUISIANA

PARISH OF CALCASIEU

**LOCAL SERVICES AGREEMENT
BETWEEN
CITY OF LAKE CHARLES
AND
CALCASIEU PARISH SCHOOL BOARD**

This Local Services Agreement is entered into by and between the CITY OF LAKE CHARLES, a political subdivision of the State of Louisiana, hereinafter referred to as "CITY", acting through its duly authorized Mayor, Nicholas E. Hunter pursuant to Ordinances No. 18634 and No. 18635, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD", acting through its duly authorized President, Mr. Dean Roberts, pursuant to Resolution dated _____, 2020.

WHEREAS, the CITY has agreed to sponsor a Summer Food Service Program; and

WHEREAS, the Food Service Program to be sponsored by the CITY will require the use of the kitchen and other food related facilities; and

WHEREAS, the SCHOOL BOARD wished to cooperate with the City in providing services for the Summer Food Service Program;

THEREFORE, the CITY and the SCHOOL BOARD do hereby contract and agree with each other as follows:

1.

The SCHOOL BOARD has agreed to allow the CITY'S Summer Food Service Program to use the kitchen facilities located at Fairview Elementary and Washington Marion High School, during the hours and dates necessary for the implementation of the Summer Food Service Program. The CITY will provide to the SCHOOL BOARD, prior to its use of the kitchens at Fairview Elementary School and Washington Marion High School, with a schedule of the dates and times when kitchen facilities will be needed for the Summer Food Service Program.

2.

The cost for any other services as requested in writing, agreed to by the parties, and incurred by reason of the use of these facilities for the Summer Food Service Program will be paid directly by the CITY upon the approval of submitted invoices.

3.

Managers and technicians currently working at Fairview Elementary School and Washington Marion High School will be given the first opportunity for employment in the Summer Food Service Program.

4.

The CITY further agrees to purchase surplus food items and to receive donated commodity food items from the SCHOOL BOARD.

5.

It is further stipulated and agreed that the CITY agrees to reimburse the SCHOOL BOARD for damages caused to equipment and facilities of the SCHOOL BOARD, and further protect,

defend, indemnify and hold the SCHOOL BOARD, its agents, officers, employees and assigned, harmless from and against all claims, demands, or causes of action, whatsoever, and any liability, cost or expense (including, but not limited to, reasonable attorney's fees), without regard to cause or causes thereof or the fault (including but not limited to, the strict liability and/or absolute liability of any party or parties), arising out of or in any way connected with the CITY, its agents, offices, employees, and general public occupying and/or traveling on the property and surrounding grounds of the SCHOOL BOARD, it being the intent of this agreement that the CITY assumes responsibility for the condition of the premises, the surrounding grounds, and any vice or defect herein.

6.

The term for this agreement shall be for the period beginning May 29, 2020 and ending July 31, 2020.

7.

The CITY agrees, upon termination of its use of the kitchen facilities at Fairview Elementary School and Washington Marion High School, to return to the SCHOOL BOARD the kitchen facilities in as good of a condition as existed upon their initial use of the premises, normal wear and tear expected.

8.

The SCHOOL BOARD agrees to cooperate with the CITY in providing staff for the CITY'S Summer Food Service Program, including but not limited to cafeteria managers and cooks. The managers and technicians of the schools being used should have first preference to the job due to the knowledge of the school and the equipment. All persons employed by the CITY pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in providing services under the Summer Food Service Program, employees of the CITY and not employees of the SCHOOL BOARD, for purposes of Worker's Compensation laws and other laws, actions or any matters whatsoever related to such employment.

THUS DONE AND SIGNED in duplicate originals on this ____ day of _____, 2020, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

BY: _____
Dean Roberts, PRESIDENT

THUS DONE AND SIGNED in duplicate originals on this 21st day of February, 2020, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CITY OF LAKE CHARLES

BY: _____
Nicholas E. Hunter, MAYOR

APPROVED BY LEGAL DEPARTMENT CITY OF LAKE CHARLES
Approval subject to signature, date and initials below regarding ordinance approval.
By: <u>Cory L. Rubin</u>
Cory L. Rubin, Assistant City Attorney
Date: <u>02/19/2020</u>
<input checked="" type="checkbox"/> Authorization ordinance attached.
<input type="checkbox"/> No ordinance approval required.

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND THE
CALCASIEU PARISH SCHOOL BOARD**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2020, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Kevin White, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," a political subdivision of the State of Louisiana, and represented herein by its duly authorized President, Dean Roberts.

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 PARISH has the authority under Louisiana Revised Statute 33:1236 to provide certain social programs for the benefit of the citizens of the PARISH, and

WHEREAS, the PARISH has agreed to sponsor a Summer Food Service Program (SFSP) in coordination with the SCHOOL BOARD and area municipalities in Calcasieu Parish, and

WHEREAS, the SFSP sponsored by the PARISH will require the use of kitchens and other food related facilities, and

WHEREAS, the SCHOOL BOARD wishes to cooperate with the PARISH in providing facilities and services for the SFSP and the Summer School schedule, and

WHEREAS, the PARISH and the SCHOOL BOARD consider the public benefit of providing nutritious meals to children who would otherwise not have access to the meals to be proportionate to the costs associated with this activity.

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

1. Scope of Agreement

The PARISH and the SCHOOL BOARD hereby agree to allow the PARISH'S 2020 Summer Food Service Program, hereinafter referred to as PROGRAM, to use the kitchen

facilities located at the following SCHOOL BOARD locations:

DeQuincy Primary – the full kitchen and the dining room
E. K. Key Elementary – meals will be delivered to extended summer day camp
Frasch Elementary – meals will be delivered to extended summer day camp
Gillis Elementary - meals will be delivered to extended summer day camp only
Iowa High School – the full kitchen and the dining room
J.I. Watson - the full kitchen, the dining room and the gym
Maplewood Middle – meals will be delivered to extended summer day camp
Moss Bluff Elementary – meals will be delivered to extended summer day camp
Moss Bluff Middle – the full kitchen and the dining room
RW Vincent Elementary – meals will be delivered to extended summer day camp
Sulphur High School (ninth grade campus) – the full kitchen and the dining room
Vincent Settlement Elementary – meals will be delivered to extended summer day camp
Vinton Elementary – the full kitchen and the dining room
Western Heights Elementary – the full kitchen and the dining room
W. T. Henning Elementary Schools – the full kitchen and the dining room

The PARISH will use the SCHOOL BOARD facilities only during the hours and dates necessary for the implementation of the PROGRAM. The PARISH will provide to the SCHOOL BOARD, prior to its use of the kitchens at DeQuincy Primary, E. K. Key Elementary, Frasc Elementary, Gillis Elementary, Iowa High, J.I. Watson, Maplewood Middle, Moss Bluff Elementary, Moss Bluff Middle, RW Vincent Elementary, Sulphur High (ninth grade campus), Vincent Settlement Elementary, Vinton Elementary, Western Heights Elementary and W. T. Henning Elementary schools, a schedule of the dates and times when kitchens facilities will be needed for the PROGRAM. The PARISH will have access to the SCHOOL BOARD'S portable food warmers.

Upon the termination of the use of the kitchen facilities and food warmers at the end of the PROGRAM, the PARISH agrees to return to the SCHOOL BOARD the kitchen facilities at DeQuincy Primary, E. K. Key Elementary, Frasc Elementary, Gillis Elementary, Iowa High, J.I. Watson, Maplewood Middle, Moss Bluff Elementary, Moss Bluff Middle, RW Vincent Elementary, Sulphur High (ninth grade campus), Vincent Settlement Elementary, Vinton Elementary, Western Heights Elementary and W. T. Henning Elementary in as good of a condition as existed upon their initial use with normal wear and tear expected.

The SCHOOL BOARD agrees to cooperate with the PARISH in providing staff for the PROGRAM, including but not limited to, cafeteria managers and cooks. The PARISH and the SCHOOL BOARD agree that the managers and technicians currently working at these schools will be given the first opportunity for employment with the PROGRAM due to the knowledge of the school and the equipment. All persons employed by the PARISH pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in

providing services for the PROGRAM, employees of the PARISH and not direct employees of the SCHOOL BOARD. Notwithstanding the foregoing the parties hereto recognize that Calcasieu Parish School Board is a statutory employer of the persons employed by the PARISH pursuant to this agreement, under the provisions of La. R.S. 23:1061, and the SCHOOL BOARD shall be deemed entitled to the exclusivity of remedy provisions of the Louisiana workers' compensation laws. This provision is included for the sole purpose of establishing a statutory employer relationship for purposes of the exclusivity of remedy provisions of the Louisiana workers' compensation laws and is not intended to create an employer/employee relationship for any other purpose. To the extent that SCHOOL BOARD pays workers' compensation benefits to persons employed by the PARISH pursuant to this agreement, then and in that event the PARISH shall defend, indemnify, and hold harmless the SCHOOL BOARD with respect thereto.

The PARISH agrees to purchase the food and supplies necessary for PROGRAM operations utilizing one of the following options: (a) the SCHOOL BOARD'S current standard bid, which was properly procured by the SCHOOL BOARD, (b) one of the PARISH'S current standard bid or (c) a state contract. The PARISH may exercise option (a) only if doing so is permitted by state and federal laws and regulations. If option (a) is selected, then the SCHOOL BOARD agrees to cooperate with the PARISH as provided in La. R.S. 38:321.1 and any other laws which provide for cooperative purchases. The PARISH agrees to comply with all regulatory provisions regarding the food operations.

The PARISH agrees to pay for one waste dumpster to be serviced once a week at the following locations: DeQuincy Primary, Iowa High, Moss Bluff Middle, Sulphur High (ninth grade campus), Vinton Elementary, and Westwood Elementary during the term of this agreement.

The PARISH agrees to be responsible for providing janitorial services for the facilities set forth in Paragraph 1 hereof. PARISH shall be responsible for the supervision and performance of the work of its agents, officers, employees, directors, and contractors, for their control, direction, and acts in the performance of this agreement, for the payment of wages, benefits, taxes, charges with respect to their work which is the subject of this agreement.

2. Term of Agreement

The term of this agreement shall be effective upon execution of the agreement through July 31, 2020.

3. Payment Terms

Since both the PARISH and the SCHOOL BOARD are legally authorized to provide these activities to the citizens of the Calcasieu Parish, there are no further payment requirements under this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

It is understood that this agreement will be utilized as part of a federal reimbursement grant (United States Department of Agriculture: Office of Food and Nutrition Service – Summer Food Service Program for Children (SFSP) – CFDA 10.559) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,
- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding

\$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and

- (10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (8) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (9) **Records Access Provision** which reserves the rights of the PARISH, state or federal grantors, the Comptroller General of the United States, or any duly authorized representative of the aforementioned to have access to any books, documents, papers or records of the CONTRACTOR that are directly pertinent to

this agreement for the purpose of making audit examination excerpts and transcriptions and is further discussed in the first part Section 5 of this agreement,

¹ Davis Bacon Act is not applicable to this agreement.

- (10) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required),
- (11) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,
- (12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste, and
- (13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint.

In compliance with Section 5(a)(8) above, the CONTRACTOR also confirms that it is not a party listed on the "System for Award Management" (SAM) formerly identified as the "Excluded Parties List System" (EPLS.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. The CONTRACTOR also agrees to provide immediate notice, but in no case later than three (3) business days, after being notified that the CONTRACTOR, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall CONTRACTOR utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. If the CONTRACTOR is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then the PARISH may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below.

6. Liability, Indemnity and Insurance

The PARISH agrees to reimburse the SCHOOL BOARD for damages caused to equipment and facilities of the SCHOOL BOARD, and, further, to protect, defend, indemnify, and hold the SCHOOL BOARD, its agents, officers, employees, and assigns harmless from and against all claims, causes, demands, or causes of action whatsoever, and any liability, cost, or expense (including, but not limited to, reasonable attorney's fees) arising out of or in any way connected with the use by PARISH, its agents, officers, employees, of the premises designated in Paragraph 1 hereof or the conduct of the Food Service Operations by PARISH hereunder.

Each Party shall be responsible for providing and maintaining applicable insurance, including but not limited to workers' compensation and comprehensive general liability coverage. The requirements of this provision may be satisfied by programs of self-insurance and/or insurance/self-insurance. The SCHOOL BOARD and the PARISH hereby waive subrogation and the respective insurers of the PARISH and SCHOOL BOARD will have no right of recovery or subrogation against the parties hereto.

This agreement is intended for the benefit of the PARISH and the SCHOOL BOARD and does not confer any rights upon any other third parties. All rights by and between the PARISH and the SCHOOL BOARD are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

Except as otherwise provided herein, the PARISH will indemnify, defend, and hold harmless the SCHOOL BOARD, including the SCHOOL BOARD'S employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH'S duties and obligations under the terms of this agreement. Except as otherwise provided herein, the SCHOOL BOARD will indemnify, defend, and hold harmless the PARISH, including the PARISH'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SCHOOL BOARD, its employees or agents in carrying out the SCHOOL BOARD'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event, that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the SCHOOL BOARD both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event, that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or 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 to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the SCHOOL BOARD and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

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

9. No Authorship Presumptions

The PARISH and the SCHOOL BOARD have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH 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, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the PARISH and the SCHOOL BOARD provided for pursuant to this agreement shall be in writing. The name and address of the PARISH'S representative is:

Mr. Brian C. Beam, Administrator
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

The name and address of the SCHOOL BOARD'S representative is:

Mr. Dean Roberts, President
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, Louisiana 70615

In the event that the mailing address of the PARISH or the SCHOOL BOARD changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

[The remainder of this page is intentionally left blank.]

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

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
TONY GUILLORY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

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

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD:

Witness Signature

BY: _____
DEAN ROBERTS, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: March 3, 2020

Subject: Indorama Ventures Olefins LLC
ITEP Application #20180403-ITE - \$100,000,000

The ITE application cited above was filed by Indorama Ventures Olefins LLC and sent for review and evaluation by staff. The project involves the renovation and restart of a dormant PPG ethane cracker plant. The company is a chemical manufacturer and will be manufacturing 370,000 metric tons of ethylene and 30,000 tons of propylene each year. This project entails enhancements and upgrades to the tower, boiler, furnace, heat exchanger and electrical system with new piping, valves and pumps. The total investment of the project is estimated to be \$100,000,000 with the addition of 5 new jobs. There are 132 existing jobs at the project site. The Board of Commerce and Industry is recommending the maximum exemption of 80% for years 1-5 and 80% for years 6-10. The application was filed under the post-Executive Order rules and only requires approval or denial from the Calcasieu Parish School Board. No action by the CPSB is considered approval.

An evaluation by staff of the economic impact and return on investment is provided.

Action required by Calcasieu Parish School Board:

Approve, deny or take no action on the industrial tax exemption application #20180403-ITE and notify the Louisiana Department of Economic Development.

INDORAMA VENTURES

Company Investment

Annual Payroll	\$	250,000
Capital Expenditure (CapEx)	\$	100,000,000

Exemption Recommended by BCI

Property Taxes years 1-5	80%
Property Taxes years 6-10	80%

Local Revenue Forgone

	Total-all Jurisdictions	CPSB portion
Property Taxes years 1-5	\$ 5,406,372	\$ 1,664,440
Property Taxes years 6-10	\$ 3,783,240	\$ 1,164,732
Total Estimated 10 year Exemption	\$ 9,189,612	\$ 2,829,172

Revenue Generated

	Total-all Jurisdictions	CPSB portion
Property Taxes generated over 10 yrs	\$ 2,297,403	\$ 707,293
Property Taxes generated over 20 yrs	\$ 7,209,513	\$ 2,219,566
Sales Taxes generated from CapEx	\$ 3,335,000	\$ 1,450,000

Factors

Direct Jobs - (Annual P/R)	\$ 250,000	\$ 5,000,000 -over 20 yrs
Indirect Jobs -	\$	
Construction Jobs - 100	\$ 42,000,000	

General Considerations**Benefits**

Direct & Indirect Job Creation - Major consideration
 Annual Payroll - Major Consideration
 Construction Jobs
 Sales Taxes generated from construction
 Property Taxes collected during & after ITEP exemption period
 Economic stimulus to area economy

Costs

Foregone revenue from exempted property tax

For Your Information**1) Is there another ITEP Contract for Indorama or does this one entail the project cost of both what has occurred and will occur?**

This is in addition to the original ITEP and covers the costs associated with additional equipment required to get the plant fully functional. They attempted to start up the plant and had to shut it down and replace old equipment with new equipment. Indorama filed an Advanced Notification with LED for this work on September 11, 2019. The original ITEP Advanced Notification was filed with LED on December 20, 2017 and was approved. This second ITEP is under the 80%-20% rule. Taxing entities should receive ad valorem tax on 20% of the assessed value of the final cost of the project.

2) Normally they get the exemption before the project is started. Indorama became operational January 31, 2020.

The Indorama Advanced Notification was filed with LED prior to the work starting, which the rules allow to qualify for this incentive. The construction period was only about 120 days. The Louisiana Board of Commerce and Industry approved the ITEP Application on Friday, February 21, 2020.

\$100,000,000

Company Name: Indorama Ventures

Sales Taxes					Sales Taxable %
2.50%		0.75%	2.50%	0.00%	5.75%
Parish		Law Enforcement	Schools		Total
\$ 1,450,000.00	\$ 435,000.00	\$ 1,450,000.00	\$ -	\$ 3,335,000.00	58%

\$ 1,450,000.00	\$ 435,000.00	\$ 1,450,000.00	\$ -	\$ 3,335,000.00
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2020 Expirations			
CONTRACTED EMPLOYEE	EXPIRATION DATE	LOCATION	
PRINCIPALS			
Adaway, Nicole	7/31/2020	M.J. Kaufman Elementary	
Alcock, Emily	7/31/2020	T.S. Cooley Elementary	
Anderson, Shonna	7/31/2020	Molo Middle	
Baynes, Sam	7/31/2020	LaGrange High	
Bertrand, Lori	7/31/2020	Fairview Elementary	
Brinkley, Brad	7/31/2020	Maplewood Elementary	
Brooks, Kristin	7/31/2020	R.W. Vincent Elementary	
Caldarera, Frank	7/31/2020	S.P. Arnett Middle	
Caldwell, Adam	7/31/2020	A.A. Nelson Elementary	
Cobian, Jose	7/31/2020	F.K. White Middle	
Coleman, Felicia	7/31/2020	Positive Connections	
Doyle, Denise	7/31/2020	DeQuincy Middle	
Fontenot, Troy	7/31/2020	Iowa High	
Granger, Gena	7/31/2020	LeBlanc Drost Middle	
Guillory, Shaunte'	7/31/2020	Pearl Watson Elementary	
Hamilton, Lynn	7/31/2020	Cypress Cove Elementary	
Harlow, Theresa	7/31/2020	DeQuincy Elementary	
Harvey, Ronnie	7/31/2020	Washington-Marion High	
Heinen, Eric	7/31/2020	Vinton High	
Jackson, Willona	7/31/2020	College Oaks Elementary	
Johnson, Ashley	7/31/2020	Watkins Elementary	
Kay, Dea Anne	7/31/2020	St. John Elementary	
McDonald, Aaron	7/31/2020	CPAS	
Mhire, Shonda	7/31/2020	Henry Heights Elementary	
Miller, Anya	7/31/2020	J.J. Johnson Elementary	
Nunez, Scott	7/31/2020	Bell City High	
Ortego, Julie	7/31/2020	Prien Lake Elementary	
Savoy, Tim	7/31/2020	Gillis Elementary	
Smith, Cary	7/31/2020	Starks High	
St. Mary, Shaalom	7/31/2020	Oak Park Elementary	
Yellott, Randy	7/31/2020	Barbe High	

ASSISTANT PRINCIPALS			
Andrews, Karen	7/31/2020	Henry Heights Elementary	
Askew, Kashia	7/31/2020	Gillis Elementary	
Barrentine, Dielle	7/31/2020	Sulphur High 9th	
Bowie, Crystal	7/31/2020	Washington-Marion High	
Brown, Wendy	7/31/2020	Maplewood Elementary	
Comeaux, Lindsey	7/31/2020	Dolby Elementary	
Conrad, Mari-Scott	7/31/2020	Sam Houston High	
Deason, Jill	7/31/2020	Kaufman Elementary	
Durio, Kelly	7/31/2020	College Oaks Elementary	
Elbert, Jennifer	7/31/2020	Molo Middle	
Fontenot, Lacey	7/31/2020	F.K. White Middle	
Foolkes, Jason	7/31/2020	Bell City High	
Fralick, Melina	7/31/2020	T.S. Cooley Elementary	
Freeman, Ezola	7/31/2020	Pearl Watson Elementary	
Fultz, Michael	7/31/2020	W.W. Lewis Middle	
Gallien, Brandi	7/31/2020	T.H. Watkins	
Giffin, Lauren	7/31/2020	Maplewood Middle	
Goodly, Jerome	7/31/2020	Barbe High	
Guillory, Angela	7/31/2020	Moss Bluff Middle	
Johnson, Nancy	7/31/2020	Fairview	
Jones, Zach	7/31/2020	DeQuincy High	
LeBlanc, Adri-Ann	7/31/2020	Vinton Middle	
LeBleu, Shelley	7/31/2020	Iowa High	
LeJeune, Renee	7/31/2020	S.J. Welsh Middle	
Leonards, Jason	7/31/2020	Bell City High	
McDaniel, Darrell	7/31/2020	Washington-Marion High	
Meche, Susan	7/31/2020	College St. T&I	
Nash, Abraham	7/31/2020	Washington Marion High	
Norris, Odis	7/31/2020	LaGrange High	
Patton, Andy	7/31/2020	Sulphur High	
Pousson, John	7/31/2020	DeQuincy Middle	
Richard, Sean	7/31/2020	Iowa High	
Robertson, Ruth	7/31/2020	DeQuincy Elementary	
Sellers, Melissa	7/31/2020	W.W. Lewis Middle	

Stephens, Anthony	7/31/2020	S.J. Welsh Middle	
Thibodeaux, Shaquana	7/31/2020	Molo Middle	
Thigpen, Jeremy	7/31/2020	Starks High	
VanMetre, Amanda	7/31/2020	Vinton High	
Vincent, Casey	7/31/2020	S.J. Welsh Middle	
Ware, Jaclyn	7/31/2020	Cypress Cove Elementary	
Whitley, Denise	7/31/2020	S.P. Arnett Middle	
SUPERVISORS			
Broussard, Kim	6/30/2020	CWA	
Fuselier, Jeremy	6/30/2020	SPED	
Hardy, Melinda	6/30/2020	Personnel	
Hill, Wendy	6/30/2020	SPED	
Hunter, Lawrence	6/30/2020	Personnel	
LeBlanc, James	6/30/2020	CWA	
McDonald, Eric	6/30/2020	CWA	
Snyder, John	6/30/2020	Payroll	
Vail, Richard	6/30/2020	Federal Programs	
Vidrine, Dan	6/30/2020	C&I - Art Dept.	
DIRECTORS			
Bent, Dennis	6/30/2020	Accounting & Budget	
Fontenot, Mary	6/30/2020	Transportation	
Foster, Wayne	6/30/2020	Internal Auditing	
Hebert, Tammy	6/30/2020	High School Dept.	
LeLeux, Keith	6/30/2020	CWA	
Reado, George	6/30/2020	C&I - Elementary Dept.	
Tyree, Kimberly	6/30/2020	Sales Tax	
CHIEF FINANCIAL OFFICER			
Bourne, Wilfred, Jr.	6/30/2020		
RISK MANAGER			
Fontenot, Skylar	6/30/2020		

ADMINISTRATIVE DIRECTORS			
Joubert, Michelle	6/30/2020	Early Childhood	
Pete, Robert	6/30/2020	C&I - High School	
Portie, Jill	6/30/2020	C&I - Elem School	
ADMINISTRATIVE COORDINATOR			
Williams, Karen	6/30/2020	A/P/Gifted/Talented/REACH	
COORDINATOR			
Collins, Terry	6/30/2020	Teacher/Leader Support	
CONSTRUCTION MANAGER			
Heath, Harold	6/30/2020		
MAINTENANCE PLANNER			
Brown, Kenny	6/30/2020		