

September 9, 2014

Lake Charles, Louisiana

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, September 9, 2014, at 4:45 p.m. The meeting was called to order by Annette Ballard, President. The prayer was led by Annette Ballard; the Pledge of Allegiance was led by Andrew Tramonte', a student at DeQuincy High School.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: Joe Andrepont, Annette Ballard, Billy Breaux, Randy Burleigh, Mack Dellafosse, Clara Duhon, Chad Guidry, Fred Hardy, Jim Karr, Bryan LaRocque, Jim Schooler, Roman Thompson, and R. L. Webb.

Mr. Jongbloed and Mr. Bernard were absent.

Mrs. Ballard invited local candidates for public office to stand and introduce themselves.

APPROVAL OF MINUTES

The Minutes of the August 5, 2014 board meeting were approved by vote on a motion by Mr. Andrepont and a second by Mrs. Duhon.

PRESENTATIONS

Jamey Rasberry, Director of LCMH Sports Medicine, presented the Sports Medicine quarterly report.

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. All board members have received their August, 2014 Head Start report: Professional Learning with Head Start, Child Care and Pre-Kindergarten – Community Network Pilot – Act 3
Topics include:
Louisiana's Birth – 5 – Early Learning & Development Standards (ELDS)

Classroom Assessment Scoring System (CLASS)

Teaching Strategies GOLD

Health and Safety

Transportation Safety

Mental Health in Preschool Settings

Language & Literacy with CLASS

1,2,3 Go – Dazzling Showcase for Math

Observation: The Key to Responsive Planning

Parent conferences/orientations were held to discuss school readiness and goals for 2014-2015

Community Collaboration Network fair was held at Civic Center – Provided opportunities for early childhood agencies to network with teaching staff of children birth - 5

Enrollment – 454

Waiting List

14 Eligible

86 Above Income

Projected Disabilities - 22

2. All board members have received their school population reports, as of August 31, 2014.

3. Continuing with our renewed efforts to keep the Board informed on financial matters, I would like to report our current sales tax numbers for our general fund show August, 2014 collections at \$993,581 over budget for the month. For the 2014-2015 year, collections are \$1,728,728 over budget. Collections for the first two months of the year are \$1,981,351 over the same two months last year.

4. Congratulations to Beth Hooper, a PROGRESS Project Instructional Coach at Fairview Elementary School. She received the first ever David Usher Leader in Me Innovation Award from Kids Can of SWLA, for her leadership and commitment to the Leader in Me process within her school and our district. She is also a Teacher Leader Advisor with the Regional Teacher Collaboration group that leads in-person trainings for over 10,000 teachers in our region.

4. Our thanks to the Calcasieu Parish Police Jury and Municipalities for the “no texting” signs that have been placed in school zones.

COMMITTEE REPORT

A&P Committee/August 19, 2014/R.L. Webb, Chair

Mr. Webb gave the following report:

The Calcasieu Parish School Board Administration and Personnel

Committee met Tuesday, March 25, 2014 at 4:55 P.M. in the Board room at 3310 Broad Street, Lake Charles, Louisiana. A quorum was present. The prayer was said by Mr. Burleigh and Ms. Ballard led the Pledge of Allegiance.

Present: R L Webb, Chair, Committee members Bryan LaRocque, Randy Burleigh, Chad Guidry, Fred Hardy and Gary Anderson, Secretary. Other Board members present were Annette Ballard, Jim Karr, Dale Bernard and Jim Schooler.

Absent: Billy Breaux

Mr. Webb called the meeting to order. Mr. Anderson noted that the policy listed as GNK should be GBK, Employee Discipline. He presented the first set of policies regarding changes that were the result of legislative action.

EE, Child Nutrition Program Management
IDFAB, Sports Injury Management & Concussions
IHF, Graduation Requirements
GAJ, Gifts
GBA, Contracts and Compensation
GNJ, Promotion
GBI, Evaluation
GNK, Employee Discipline
GBL, Tenure
GBN, Dismissal of Employees
GBRIB, Sick Leave

On motion by Mr. Burleigh, seconded by Mr. Guidry and approved, to accept the policies as presented.

On behalf of the committee, Mr. Webb made a motion to approve. A second was not needed and on a vote, the motion carried.

Mack Dellafosse entered the meeting.

The policies state:

FILE: EE

Cf: JCB, KG

CHILD NUTRITION PROGRAM MANAGEMENT

The Calcasieu Parish School Board believes the school district should have a sound child nutrition program and that the child nutrition program should be an integral part of the total educational program. The School Board also believes that the highest possible sanitation standards should be maintained and that every effort should be made to make it possible for every child to participate in the child nutrition program without regard to race, color, disability, national origin, sex, or age.

GUIDELINES

The School Board shall administer a *Food and Nutrition Program* in accordance with federal and state standards and requirements ~~as outlined by the Louisiana Department of Education, Bulletin 1196, Louisiana Food and Nutrition Programs, Policies of Operation, including that only products that have met all state certification requirements shall be utilized in child nutrition facilities.~~ The School Board, as the recognized child nutrition program authority for the school district, shall annually approve the national school lunch program, school breakfast program, U.S.D.A school commodity programs and any other related programs. The approved agreement shall meet all specifications mandated by the Louisiana Department of Education's *Division of Nutrition Assistance Support*.

Guidelines of the *Louisiana Sanitary Code* shall be strictly followed in the preparation, serving, and cleaning of all child nutrition programs and facilities.

Each school shall abide by state and federal guideline restrictions on the operation of concessions, canteens, snack bars, vending machines or other food and beverage sales.

No supplies or foods, including leftovers, shall be removed from the child nutrition department by any employee of the school system unless he/she has been authorized to transfer the items to another school location. Disciplinary action may result for unauthorized food removal.

SPECIAL EVENTS

Special events should not interfere with the preparation and service of school lunch, breakfasts, or snacks. School functions involving the use of the cafeteria shall be arranged through the principal and approved by the child nutrition supervisor. Whenever the cafeteria is used by the school, one or more of the child nutrition employees shall be in charge to ensure control over child nutrition foods and to ensure proper use and care of equipment and facilities. A *Special Event* form must be completed and sent to the supervisor of child nutrition at least two (2) weeks in advance of the event. Events that occur at scheduled times during the school year can be handled by sending in one notice listing all of the dates.

PAYMENT FOR MEALS

Meals may be paid for daily, weekly, monthly, or annually. Those students not eligible for free

meals must pay for their meals at the prices established for full price and reduced price students. Those students not eligible for free meals who have not paid for a scheduled meal may have that meal withheld.

In elementary schools, prior to withholding a meal, the school shall:

1. Provide actual notification to the child's parent or legal guardian as to the date and time after which meals may be denied, the reason for such denial, any action that may be taken by the parent or legal guardian to prevent further denial of meals, and the consequences of the failure to take appropriate actions to prevent such denial, including that the school governing authority shall contact the office of community services within the Department of Social Services upon the *third* instance of such denial during a single school year.
2. Verify with appropriate school staff that the child does not have an *Individual Education Plan* that requires the child to receive meals provided by the school to ensure that neither the child's health nor learning ability will be negatively affected by denying the child meals during school hours.

If the school denies a scheduled meal to a child, the school shall provide a sandwich or a substantial and nutritious snack item to the child as a substitute for the meal denied.

Upon the third (3rd) instance during a single school year of the same elementary school child being denied a meal during school hours, the School Board shall contact the office of community services within the Department of Social Services to report the failure of the parent or guardian to pay for meals which has resulted in repeated denials of meals during school hours.

The School Board shall document each instance that a child is denied a meal in an elementary school.

Charitable funds donated by school employees or other charitable funds may be used to pay for a child's meal in the event that he/she is subject to the denial of a meal during school hours.

No discrimination against any individual shall occur because of his/her inability to pay, nor shall the School Board or any nutrition service provider publish or permit to be published the names of any individual unable to pay for the food.

Any public school employee who discloses the name of any individual unable to pay for such food, either orally or in written form, except as reasonably necessary in the conduct of his/her official duties, shall be subject to the penalties provided in state law. No employee shall disclose such information to any student for any reason.

FREE AND REDUCED PRICE MEAL APPLICATIONS

Eligibility for participation of students in the free and reduced meal program shall be determined by family meal application or direct certification of participation in migrant, runaway, or homeless education programs. A multi-child, family application to apply for school meal benefits shall be sent to the parents or guardians of each student within the first week of school. Parents shall be requested to complete an application listing all students enrolled in Calcasieu Parish public schools and return it to the determining official for review. The applicant should be made aware that deliberate misrepresentation on the application may subject him or her to prosecution under applicable state and federal criminal statutes. Such applications (approved and disapproved) and documentation of the action taken shall be maintained for three (3) years after the end of the fiscal year to which they pertain.

State guidelines allow for the limited disclosure of information about free and reduced price meal eligibility without consent of the parent. The information may be used *only* for the purpose authorized and may not be shared with any other parties for any reason. Aggregate information that does not identify individuals continues to be permitted without parental consent. Under the *No Child Left Behind Act* (NCLB), the release of a child's eligibility status is permitted to persons directly connected with and who need to know a child's free and reduced price meal eligibility status in order to administer and enforce the Title I requirements under the NCLB. The statute, however, does not allow the disclosure of any other information obtained from the free lunch application form or obtained through the direct certification information received from the food stamp office.

Revised: October, 1997

Revised: August, 2005

Revised: August, 2010

Revised: October 8, 2013

Revised: June, 2014

Ref: *No Child Left Behind Act of 2001* (NCLB); La. Rev. Stat. Ann. §§17:82, 17:191, 17:192, 17:192.1, 17:195, 17:196, 17:197.1, 17:198, 17:199, 39:2101, 40:4; ~~*Louisiana Food and Nutrition Programs, Policies of Operation, Bulletin 1196, Louisiana Department of Education*~~; *Louisiana Sanitary Code*, La. Dept. of Health and Hospitals; Board minutes, 5-9-06, 10-5-10, 10-8-13.

FILE: IDFAB

Cf: IDF, IDFA, IDFAA

SPORTS INJURY MANAGEMENT AND CONCUSSIONS

COMPREHENSIVE SPORTS INJURY MANAGEMENT PROGRAM

The Calcasieu Parish School Board shall require each high school that sponsors or sanctions any athletic activity and which requires a participating student to regularly practice or train and compete to implement a sports injury management program. The injury management program

shall:

1. Establish a set of injuries to be classified as "serious sports injuries" for the purposes of the program and define the signs and symptoms of such injuries.
2. Require that any coach, game official, on-field licensed health care provider, or athletic trainer remove a student from practice, training, or competition if any of the following circumstances occur:
 - A. The student reports any defined sign or symptom of a serious sports injury.
 - B. The coach or athletic trainer determines that the student exhibits any defined sign or symptom of a serious sports injury.
 - C. The coach is notified that the student has reported or exhibited any defined sign or symptom of a serious sports injury by any of the following persons:
 - (1) A licensed, registered, or certified medical practitioner operating within their respective scope of practice.
 - (2) A licensed athletic trainer.
 - (3) Any other licensed, registered, or certified individual whose scope of practice includes the recognition of symptoms associated with serious sports injuries.
 - (4) An official responsible for judging or supervising the athletic competition.
3. Ensure that any student who, in accordance with statutory provisions is removed from practice, training, or competition:
 - A. Shall, as soon as practicable after reporting or exhibiting any sign or symptom of a serious sports injury, be examined by a health professional duly licensed in Louisiana to provide health care services or medical treatment.
 - B. May be allowed to return to practice, training, or competition **only** after the student provides to the coach and an athletic trainer *written authorization* from a health professional duly licensed in Louisiana to provide health care services or medical treatment.
4. Require that each coach or official in school-sponsored or school sanctioned athletic activities receive documented training regarding the nature and risks of serious sports injuries.
5. Subject to availability of financial resources and supply of the necessary workforce, rely to the greatest possible extent on athletic trainers licensed by the *Louisiana State Board of Medical Examiners* to provide athletic health care at high school athletic competitions.

The school shall ensure that before a student is allowed to participate in any school-sponsored or school-sanctioned athletic activity, the student and the parent or guardian of the student shall document that they have viewed information provided in written or verifiable electronic form by the school or school district, regarding risks of serious sports injuries.

The sports injury protocols outlined above do not apply to concussions, the protocols of which are outlined below, in accordance with the *Louisiana Youth Concussion Act of 2011*, La. Rev. Stat. Ann. §§40:1299.181-40:1299.185.

CONCUSSIONS

Prior to beginning of each athletic season, the School Board shall provide pertinent information to all coaches, officials, volunteers, youth athletes, and their parents or legal guardian which informs of the nature and risk of concussion and head injury, including the risks associated with continuing to play after a concussion or head injury. Each youth athlete and his or her parents or legal guardian shall be required to sign a concussion and head injury information sheet which provides adequate notice of the statutory requirements which must be satisfied in order for an athlete who has or is suspected to have suffered a concussion or head injury to return to play.

Each coach, whether such coach is employed or a volunteer, and every official of a youth athletic activity that involves interscholastic play shall be required to complete an annual concussion recognition education course which is in accordance with the statutes.

Removal from and Return to Play

A coach who is required to complete concussion recognition education shall immediately remove any youth athlete from a game, competition, or practice if any of the following occurs:

1. The youth athlete reports any defined sign or symptom of a concussion and is reasonably suspected of having sustained a concussion.
2. The coach, athletic trainer, or official determines that the youth athlete exhibits any defined sign or symptom of a concussion and he/she reasonably suspects that the youth athlete has sustained a concussion.
3. The coach or official is notified that the youth athlete has reported or exhibited any defined sign or symptom of a concussion and is reasonably suspected of sustaining a concussion by any of the following persons:
 - A. A licensed, registered, or certified medical health care provider operating within their respective scope of practice. The medical health care provider performing an evaluation upon a youth athlete suspected of sustaining a concussion or brain injury may be a volunteer.

B. Any other licensed, registered, or certified individual whose scope of practice includes the recognition of concussion symptoms. The individual performing an evaluation upon a youth athlete suspected of sustaining a concussion or brain injury may be a volunteer.

If a youth athlete is removed from play and the signs and symptoms cannot be readily explained by a condition other than concussion, the coach shall notify the athlete's parent or legal guardian and shall not permit the youth athlete to return to play or participate in any supervised team activities involving physical exertion, including games, competitions, or practices, until the youth athlete is evaluated by a health care provider and receives *written clearance* from the health care provider for a full or graduated return to play.

After a youth athlete who has sustained a concussion or head injury has been evaluated and received clearance for a graduated return to play from a health care provider, an organization or association of which a school or school district is a member, a public school, or an athletic league may allow a licensed athletic trainer with specific knowledge of the athlete's condition to manage the athlete's graduated return to play.

New policy: August, 2011

Revised: June, 2014

Ref: La. Rev. Stat. Ann. §§40:1299.181, 40:1299.182, 40:1299.183, 40:1299.184, 40:1299.185, [40:1299.186](#); Board minutes, 2-7-12.

FILE: IHF

Cf: IHF-AP, IKDB

GRADUATION REQUIREMENTS

The Calcasieu Parish School Board, in accordance with the regulations set forth by the Louisiana Board of Elementary and Secondary Education (BESE), shall require students, in order to be eligible for graduation, to successfully complete at a minimum the requirements mandated by BESE and outlined in the *Louisiana Handbook for School Administrators*, Bulletin 741. The School Board may impose additional requirements as it deems appropriate.

GRADUATION EXIT EXAMINATION

~~In addition to completing the minimum Carnegie Units of credit, the students shall also be required to pass certain components of the Graduation Exit Examination as required by BESE. Remediation and retake opportunities shall be provided for students who do not pass the test.~~

~~Each student and his/her parent or guardian shall be notified of the requirement of passing the Graduation Exit Examination prior to or upon the student entering the 10th grade, or upon entering the system when transferring to any high school within the system.~~

Revised: April, 2008

Revised: June, 2014

NEW POLICY

FILE: GAJ

Cf: BH, DKF

GIFTS

GIFTS TO PERSONNEL

The Calcasieu Parish School Board shall prohibit staff members and employees of the school district from soliciting, accepting, or receiving, either directly or indirectly, any gift from students, parents, or other individuals. However, employees who work in schools may accept gifts from or on behalf of students or former students when the value of the gift does not exceed twenty-five dollars (\$25.00) and the aggregate value of all gifts of from or on behalf of any one person does not exceed seventy-five dollars (\$75.00) in a calendar year.

Acceptance of any form of compensation, gift, or gratuity by any employee of the Calcasieu Parish School Board from persons or firms doing business with any School Board department is strictly prohibited. Reduced cost and/or free travel expenses are also defined as gifts with regard to this policy. This policy does not preclude, however, acceptance of food or drinks of a social nature or participation in a social event. This policy shall also not preclude the acceptance of campaign contributions for use in meeting campaign expenses by any employee who is or becomes a candidate for election to any public office.

New Policy: July, 2014

Ref: La. Rev. Stat. Ann. §§42:1111, 42:1112, 42:1113, 42:1115, 42:1123.

File: GBA

Cf: GBD,

GBN

Cf: GBO,

GBQ

CONTRACTS AND COMPENSATION

CONTRACTS

Contracts of employment between eligible employees and the Calcasieu Parish School Board shall be executed for a specified period of time and compensation in accordance with state law.

Unless otherwise stipulated, all employees shall meet all stated position qualifications and/or certification requirements before any contract shall become valid. Renewal or issuance, when possible, of contracts of employment, as well as dismissal or nonrenewal of contract notices, with the exception of performance contracts, shall be issued on or before the last day of each school year, whenever possible.

The execution of an employee contract ~~by~~ between the School Board and employee shall be legally binding upon both parties. Teachers without tenure shall be required to have a written contract. Teachers who have gained tenure may not be required to sign a written contract each

scholastic year, but shall be required to sign such employment contracts at intervals determined by the School Board. The failure of a non-tenured teacher to sign a contract for the ensuing school session within the specified time, when required, shall be considered as voluntary termination of employment on the part of the teacher, unless under extenuating circumstances, an extension is granted by the Superintendent. Any subsequent resignation or termination of said contract for reasons other than extreme emergencies, as determined by the School Board, shall constitute a breach of contract against which legal action may be taken by the School Board and the employee dealt with accordingly. The Superintendent shall receive, finalize and accept all resignations of all employees. However, the Superintendent at the next available meeting shall report said resignations to the School Board.

The Superintendent shall sign each teacher contract.

Performance Contracts

Administrative and supervisory personnel in positions that require certification shall be hired under the terms of a performance contract of not less than two (2) nor more than four (4) years, except when such employment is for a temporary position. The School Board shall make the final decision regarding the length of any such performance contract. [Prior to the School Board's approval of any initial or subsequent contract which involves an employee being or having been promoted to a position with a higher salary, the Superintendent shall disclose all terms of the contract to the School Board.](#)

Termination or nonrenewal of any performance contract shall be governed by the terms of the contract and applicable law.

COMPENSATION

Salary Schedules

The salaries of all personnel shall be established by the School Board upon a recommendation of the Superintendent. The salaries of all personnel are generally based upon an established salary schedule; provided, however, that salaries may be stated in and controlled by an employment contract. The salaries as provided in any salary schedule shall be considered as full compensation for all work required and performed within each employee's prescribed scope of duties and responsibilities.

Salary schedules established for teachers, administrators, and other certified school personnel shall be based upon the following criteria, with no one criterion accounting for more than fifty percent (50%) of the formula used to compute such employees' salaries:

1. Effectiveness, as determined by the performance evaluation program as provided in La. Rev. Stat. Ann. §§17:3881 through 3905.

2. Demand, inclusive of area of certification, particular school need, geographic area, and subject area, which may include advanced degree levels.

3. Experience.

No teacher or administrator who is rated *ineffective* pursuant to the School Board's performance evaluation program shall receive a higher salary in the year following the evaluation than the teacher/administrator received in the year of the evaluation.

The amount of the annual salary paid to any employee in any school year shall not be reduced below the amount of such salary paid during the previous school year, nor shall the amount of the annual salary paid to any employee be reduced at any time during an academic year. The limitations on the reduction in the amount of the annual salary paid to any employee shall not be applicable to the correction of any accounting errors or to a reduction necessitated by the elimination of a state program or state funding. Any salary reduction shall not apply to any local salary supplement funded, in whole or in part, from a revenue source requiring voter approval, when such voter approval has not been obtained. The limitation on the reduction of salary shall also not apply to an employee who has been promoted and subsequently demoted. In this case, the employee's salary shall return to the salary previously received in the lower position from which promoted.

Ordinarily, no teacher shall be placed on the payroll of the school district unless the teacher holds a valid certificate as required by law, and a copy of the teacher's contract has been filed with the Superintendent. Exceptions may be made only when qualified teachers with valid certification are not available for employment.

Experience Credit

A *year of teaching experience* is defined as each scholastic year of employment as a certified teacher in public schools within any of the fifty states of the United States of America, or within any of its territorial possessions; or as a teacher in a private or parochial school, as an employee in a state department of education, or as an instructor in an institution of higher learning. All such experience must have been as a teacher in an institution or school accredited by one of the recognized regional accrediting agencies in the United States of America (e.g., SACS). Experience outside the United States of America, its territories or possessions must be in an institution or school accredited by an accrediting agency recognized by the United States of America.

A year of teaching experience shall be granted if the person was employed for at least ninety-one (91) instructional days during one scholastic year, excluding holidays, as verified by the Superintendent. However, not more than one (1) year of experience will be granted for a period inclusive of twelve (12) consecutive calendar months. **All** experience must have been on a full-time basis.

Any teacher holding a valid Louisiana teaching certificate in the public school system of Louisiana who has transferred to Louisiana from a public school system of another state and who, at the time of such transfer, held a valid teacher's certificate from that state, shall be given full credit under the salary schedule for the years of satisfactory teaching service previously rendered in the public school system of that state. Credit for previous teaching experience shall also be granted to anyone employed who holds a valid Louisiana teaching certificate and is employed or has been employed by another public school system in the state.

Advanced Degree

When a teacher earns additional college credit, is awarded an advanced degree, or receives additional training that would result in an increase in salary, said teacher shall be paid for the advanced degree or training beginning with the next school payroll period following after all necessary documentation has been received from the Louisiana Department of Education. It shall be the responsibility of the employee to assure proper notification is given to the Superintendent or designee in the form of a certified copy of his/her transcript verifying the successful completion of the degree or proof of advanced certification from the Louisiana Department of Education.

The change in pay status of an individual attaining a higher degree will not be permanent until a copy of his/her teacher's certificate is received from the Louisiana Department of Education reflecting the higher degree. Should it be determined at a later date that the hours completed do not qualify for the degree reported, all pay received on the basis of the higher degree will be refunded to the Calcasieu Parish School Board.

Retirees

The salary of any retiree who is reemployed as a full-time teacher shall be based on the salary schedule which accounts for all prior years of teaching service and pertinent experience. The status of any retiree who is reemployed shall be the same as a full-time active employee, subject to all applicable rules, procedures, policies, and statutes that apply to all such full-time active employees.

The retirement of an employee prior to his/her re-employment as a retiree shall constitute a break in his/her service with the School Board for purposes of tenure and sabbatical leave. The retiree shall not be allowed to carry forward annual leave days accumulated by him/her as of the date of his/her retirement, but he/she may carry forward accumulated sick leave days provided that he/she has returned to employment within five (5) years of his/her last employment as a teacher within the school system. A retiree shall have the right to earn additional sick leave and annual leave, if applicable, on the same basis as other similarly situated newly hired employees while a retiree.

School Employees

Compensation for all non-certified employees shall be based on applicable salary schedules or hourly rates established by the Calcasieu Parish School Board, with the exception that no employee shall receive less than the minimum established by state or federal law.

For the purpose of this subsection, *school employee* shall mean any employee of the School Board that is not required to hold a teacher's certificate as a condition of employment, including but not limited to, bus operator, food service worker, paraeducator, custodian, and maintenance personnel.

Principals shall not be permitted to supplement employees' salaries from any school or school related funds.

Revised: June, 1991

Revised: December, 1992

Revised: October, 2001

Revised: July 11, 2006

Revised: June, 2012

Revised: February 5, 2013

Revised: July, 2014

Ref: 29 USC Section 207, 29 USC Section 213, 29 USC Section 778; La. Rev. Stat. Ann. §§11:710, 17:81; 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:419.1, 17:419.2, 17:421.4, 17:422.6, 17:423, 17:424, 17:424.2, 17:424.3, 17:444, 17:491, 17:492, 17:496, 17:496.1, 17:497, 17:497.1, 17:498; Wright v. Caldwell Parish School Board, 30.448 (La. App. 2 Cir. 6/16/99); Garcia v. San Antonio Metropolitan Transit Authority et al., 105 S. Ct. 1005 (February 1985); Harrah Independent School District v. Martin, 99 S. Ct. 1062 (1979; Board minutes, 10-16-90, 2-5-91, 4-9-91, 4-20-93, 9-5-95, 5-7-02, 7-11-06, 8-7-12, 2-5-13.

File: GBJ

Cf: GBA,

GBD, GBL

PROMOTION

The Calcasieu Parish School Board shall require, and the Superintendent shall verify that all employees considered for promotion possess the appropriate qualifications and/or certification necessary for the position.

TEACHERS/CERTIFICATED EMPLOYEES

Whenever a teacher/certificated employee is promoted by the Superintendent from a position of lower base salary to ~~one~~ a position of higher base salary requiring the holding of a teaching certificate, employment shall be based on a written contract containing performance objectives. Such contract shall be for a term of not less than two (2) years, nor more than four (4) years, except when such employment is for a temporary position. Prior to the School Board's approval of any initial or subsequent contract which involves an employee being or having

been promoted to a position with a higher salary, the Superintendent shall disclose all terms of the contract to the School Board.

Any employee thus promoted and who enters into an employment contract as stated above shall not gain permanent tenured status in the position to which promoted.

SUPPORT PERSONNEL

Decisions regarding promotion of support personnel shall be made by the Superintendent.

Revised: February, 1991

Revised: October, 1991

Revised: July, 2012

Revised: July, 2014

Ref: La. Rev. Stat. Ann. §§17:81, 17:444; Board minutes, 9-17-91, 10-2-12.

File: GBI

Cf: GAE,

GBE-AP

EVALUATION

TEACHERS AND ADMINISTRATORS

The Calcasieu Parish School Board believes the quality of teaching and learning is directly related to the performance of personnel who work in the school district. It is therefore, the policy of the School Board to appraise the performance of instructional and administrative personnel in order to maintain performance at the levels essential for effective schools.

The Superintendent and his/her staff shall have the responsibility for developing, monitoring, and maintaining an effective and efficient performance evaluation program in accordance with guidelines as found in Regulations for Evaluation and Assessment of School Personnel, Bulletin 130, [Louisiana Department of Education](#). The observation, evaluation and assessment process shall measure the effectiveness of teachers and administrators as to whether they meet the necessary standard of performance.

The process for all observations, evaluations, teacher conferences, and related functions shall be conducted in accordance with state requirements, as well as regulations and other criteria enumerated in the district's guidelines for *Teacher Assessment and School Personnel Evaluation*. Evaluations shall be conducted annually.

Every effort shall be made by the school system to communicate to position holders the general goals of the system, the specific objectives of the position, the plans which have been made to support the individual as he/she performs his/her role, the standards of performance the system has established, the criteria it will employ in assessing performance, as well as components of an intensive assistance program for addressing those persons determined to be ineffective.

Copies of the assessment and evaluation results and any documentation related thereto of any school employee retained by the School Board shall be confidential and shall not constitute a public record, and shall not be released or shown to any person except as provided by state or federal law.

Should a teacher or administrator not agree with his/her rating, he/she may initiate grievance proceedings in accordance with the procedures for resolving conflict contained in Bulletin 130 ~~and the Board's grievance procedures.~~

ALL OTHER PERSONNEL

In an effort to improve the level of job production and skill performance of the individual employee, evaluations of support personnel shall be conducted annually. Performance evaluations shall be based on an employee's job classification and the School Board's adopted standards for the work performed.

Revised: October, 1994

Revised: July, 2012

Revised: July, 2014

Ref: La. Rev. Stat. Ann. ' ' 17:3881, 7:3882, 17:3883, 17:3884, 17:3901, 17:3902, 17:3903, 17:3904; *Regulations for the Evaluation and Assessment of School Personnel*, Bulletin 130, Louisiana Department of Education; Board minutes, 10-2-12.

FILE: GBK

Cf: GAK,

GAMC, GBN

EMPLOYEE DISCIPLINE

The Superintendent and ~~the employee's supervisors~~ his/her designee shall possess the authority to discipline employees when an employee's behavior warrants such action. A principal shall have the authority to ~~discipline all~~ recommend to the Superintendent when appropriate that employees at the school in which he/she is employed should be disciplined.

Discipline of an employee shall be progressive in nature such that penalties for poor job performance or broken rules become increasingly harsh as similar or related conditions continue or infractions are repeated. Such progressive discipline, however, shall not inhibit the Superintendent's authority or, in the case of certain employees, the School Board's authority, to discipline, suspend, or terminate an employee based on the circumstances of any single event. Documentation of employee behavior, employee performance and any disciplinary action taken shall be properly and thoroughly recorded.

Should any disciplinary measure become necessary, any documentation shall be considered *confidential* and treated in accordance with statutory provisions and School Board policy.

TEACHERS

Hearing procedures are statutorily required for certain disciplinary actions for teachers as defined below. However, such procedures do not prevent the Superintendent and/or principal from taking other disciplinary measures which do not require a hearing, as he/she feels appropriate.

Definitions

For the purpose of this section:

Discipline and disciplinary action shall include **only** suspension without pay, reduction in pay, involuntary demotion, or dismissal.

Written notice shall be considered given when the notice is hand delivered to the teacher, or on the day it is delivered to the teacher by registered mail, certified mail, or a commercial courier.

SUSPENSION

Non-Tenured Teachers

The Superintendent may take disciplinary action against any non-tenured teacher after providing such teacher with the written reasons therefor and providing the teacher the opportunity to respond. The teacher shall have seven (7) days to respond, and such response shall be included in the teacher's personnel file. The Superintendent shall notify the teacher in writing of his/her final decision. The teacher shall not be entitled to a hearing before the School Board.

Within sixty (60) days of such notice, the teacher may seek summary review in district court of whether or not the Superintendent's action was arbitrary or capricious.

Tenured Teachers

~~The Superintendent shall have the authority to suspend tenured teachers without pay when the circumstances necessitate immediate action. The teacher may request a hearing as outlined in La. Rev. Stat. Ann. §17:443. Such request shall be made within seven (7) calendar days of the Superintendent's action of suspending the tenured teacher.~~

A teacher with tenure shall not be disciplined except upon written and signed charges by the Superintendent or his/her designee of poor performance, willful neglect of duty, incompetency, dishonesty, immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if furnished with a copy of such written charges and given the opportunity to respond.

The teacher shall have ten (10) calendar days from written notice of the charges to respond, in person or in writing. Following review of the teacher's response, the Superintendent may take *interim disciplinary action*, which may include placing the teacher on paid administrative leave. If the teacher has been arrested for a violation of any of the following: La. Rev. Stat. Ann. §§14:42 through 14:43.5, 14:80 through 14:81.5, any other sexual offense affecting minors, any of the crimes provided in La. Rev. Stat. Ann. §15:587.1, or any justified complaint of child abuse or neglect on file in the central registry pursuant to Children's Code Article 615,

the administrative leave shall be without pay. Paid administrative leave shall not exceed fifty (50) days from notice of the Superintendent's interim decision.

Within ten (10) calendar days after written notice of the interim disciplinary action or within ten (10) calendar days after receipt of the teacher's response if no interim disciplinary action is taken, a teacher may request a hearing before a disciplinary hearing officer. If the teacher fails to timely request a hearing, the disciplinary action shall become final.

Upon request for a review hearing, the Superintendent shall randomly appoint a hearing officer from a list of persons previously approved by the School Board as *disciplinary hearing officers*. If the school district serves fewer than twenty thousand students, the School Board shall maintain a list of at least five (5) hearing officers. If the school district serves twenty thousand students or more, the School Board shall maintain a list of at least ten (10) hearing officers. All hearing officers shall be qualified to serve as a disciplinary hearing officer in accordance with state law. If the School Board fails to maintain such a list, the Superintendent may randomly appoint a hearing officer from a list of persons previously approved by the Louisiana Board of Elementary and Secondary Education.

Such hearing may be private or public, at the option of the teacher, and shall commence no sooner than ten (10) calendar days nor later than thirty (30) calendar days after receipt of the teacher's request for such hearing. The disciplinary hearing officer shall have the power to issue subpoenas, and shall conduct the hearing in accordance with procedures adopted by the School Board.

The teacher shall have the right to appear before the disciplinary hearing officer with witnesses on his/her behalf and with counsel of his/her selection. The disciplinary hearing officer shall hold a hearing and review on whether the interim decision of the Superintendent was arbitrary or capricious and shall either affirm or reverse the action of the Superintendent. The disciplinary hearing officer shall notify the Superintendent and the teacher of his/her final determination, with written reasons, within ten (10) days from the date of the hearing. If the Superintendent's disciplinary action is affirmed, it shall become effective upon the teacher's receipt of the decision of the disciplinary hearing officer. If the Superintendent's disciplinary action is reversed, the teacher shall be restored to duty.

Within sixty (60) days from the postmarked date of such written notification of the decision of the disciplinary hearing officer, the School Board or the teacher may petition a court of competent jurisdiction to review the matter as a summary proceeding.

The time periods contained above may be extended by mutual agreement of the parties.

BUS OPERATORS/CONTRACT APPOINTEES

The Superintendent shall have the authority to ~~suspend~~ discipline tenured bus operators and persons employed on performance contracts, including suspension with or without pay, when

circumstances necessitate immediate action. If sufficient grounds for suspension without pay are subsequently not found to exist by the School Board or Superintendent, the bus operator or contract appointee shall be reimbursed for any loss of compensation.

NON-TENURED EMPLOYEES

The Superintendent shall have the authority to ~~suspend~~ discipline, including suspension, any non-tenured, non-contract employee with or without pay, when circumstances warrant such action.

New policy: November, 2006

Revised: July, 2012

Revised: July, 2014

Ref: La. Rev. Stat. Ann. ' ' 17:81, 17:81.8, 17:443; Reed v. Orleans Parish School Board, April 30, 1945, 21 So.2d 895; Frazier v. East Baton Rouge Parish School Board, App. 1 Cir. 1961, 128 So.2d 250; Board minutes, 2-6-07, 10-2-12

FILE: GBL
Cf: GAE, GBG
Cf: GBI, BGJ

TENURE

TEACHERS

A teacher who has acquired tenure before September 1, 2012 shall retain tenure, subject to the provisions of state law. Effective beginning on July 1, 2012, a teacher shall be rated *highly effective* for five (5) years within a six-year period pursuant to the *Personnel Evaluation Plan* adopted by the School Board in accordance with La. Rev. Stat. Ann. ' ' 17:3881 through 3905, to be granted tenure. The Superintendent shall notify a teacher, in writing, when tenure has been awarded and the teacher shall be deemed to have acquired tenure on the date specified therein.

~~Beginning with the 2013-2014 school year,~~ A tenured teacher who receives a performance rating of *ineffective* pursuant to the teacher's annual evaluation shall ~~immediately~~ lose his/her tenure and all rights related thereto immediately upon exhaustion of the grievance procedure outlined in ' 317 of Bulletin 130, Regulations for Evaluation and Assessment of School Personnel, unless the ineffective performance rating is reversed. Such rating shall constitute sufficient grounds for disciplinary action pursuant to La. Rev. Stat. Ann. ' 17:443. If a teacher is ~~rated~~ found *highly effective* based on the evidence of the growth portion of the evaluation but is ~~rated~~ found *ineffective* according to the observation portion, within thirty (30) days after such finding, the teacher shall be entitled to a second observation by members of a team of three (3) designees, chosen by the Superintendent, which shall not include the principal.

A teacher who loses tenure shall reacquire tenure if ~~any of the following applies:~~

~~1. ——— The teacher's ineffective performance rating is reversed pursuant to the procedures for resolving conflict contained in Bulletin 130, Regulations for Evaluation and Assessment of School Personnel, and the Board's grievance procedure. In such case, the teacher's tenure~~

~~shall be immediately reinstated.~~

~~2.~~ the teacher receives a performance rating of *highly effective* for five (5) years within a six-year period subsequent to receiving an *ineffective* rating.

Teachers Paid with Federal Funds

A teacher paid with federal funds shall not be eligible to acquire tenure, nor shall time spent in employment paid with federal funds be counted toward the time required for acquisition of tenure.

CONTRACT APPOINTEES

Any teacher who has acquired tenure and is promoted to a higher salaried position shall not be eligible to gain tenure in the position to which promoted, but shall retain any tenure acquired as a teacher.

Any person hired under a performance contract shall not be eligible to gain tenure.

BUS OPERATORS

La. Rev. Stat. Ann. ' 17:492 specifies that bus operators shall serve a probationary term of three (3) years reckoned from the date of first employment with the School Board, provided bus operators personally operate and drive the school bus they are employed to operate. Upon absence of notification of dismissal by the School Board within the probationary period, the bus operator shall be granted tenure at the end of the probationary term. School bus operators hired on or after July 1, 2012 shall not be granted tenure.

SCHOOL EMPLOYEES

No tenure is granted by law or School Board policy to school employees of the Calcasieu Parish School Board. *School employee* shall be defined as any employee whose job description does not require the holding of a teaching certificate or who is not employed as a bus driver.

Combined with GCL: December, 2006

Revised: June, 2012

Revised: July, 2014

Ref: La. Rev. Stat. Ann. ' ' [13:3204](#), 17:82, 17:441, 17:442, 17:443, 17:444, 17:492, 17:493, 17:1213, 17:1217, [17:3881](#), [17:3882](#), [17:3883](#), [17:3884](#), [17:3901](#), [17:3902](#), [17:3903](#), [17:3904](#); Board minutes, 10-2-12.

FILE: GBN

Cf: EDBA, GBA, GBJ

GF: GBK, GBRA

DISMISSAL OF EMPLOYEES

The Calcasieu Parish School Board shall strive to assist personnel in adjusting to their positions and performing their duties satisfactorily.

With the exception of lay-offs caused by programmatic changes, budget cuts, staff reorganizations, and/or other personnel actions reducing numbers of employees, no School Board employee shall be dismissed except as provided below. Any school employee shall be

dismissed by the Superintendent or the School Board, in accordance with statutory provisions, upon final conviction or pleading *nolo contendere* of certain crimes enumerated in La. Rev. Stat. Ann. §15:587.1 and/or any other felony offense. In addition, employees may be dismissed for failure to properly report arrests for certain offenses enumerated in La. Rev. Stat. Ann. §17:16.

If an employee is absent for ten (10) or more days without explanation or approved leave, the School Board may consider the job as abandoned and the employee may be terminated, unless the employee can provide acceptable and verifiable evidence of extenuating circumstances. The Superintendent or his/her designee shall be responsible for determining acceptability of evidence of extenuating circumstances.

CERTIFICATED EMPLOYEES

Non-tenured Teachers

The Superintendent may terminate the employment of any non-tenured teacher after providing such teacher with the written reasons therefor and providing the teacher the opportunity to respond. The teacher shall have seven (7) days to respond, and such response shall be included in the teacher's personnel file. [The Superintendent shall notify the teacher in writing of his/her final decision.](#) The teacher shall not be entitled to a hearing before the School Board.

[Within sixty \(60\) days of such notice, the teacher may seek summary review in district court of whether or not the Superintendent's action was arbitrary or capricious.](#)

Tenured Teachers

A teacher with tenure shall not be removed from office except upon written and signed charges [by the Superintendent or his/her designee](#) of poor performance, willful neglect of duty, incompetency, dishonesty, immorality, or of being a member of or contributing to any group, organization, movement, or corporation that is by law or injunction prohibited from operating in the state of Louisiana, and then only if furnished with a copy of such written charges and given the opportunity to respond. [Dismissal of a teacher with tenure shall be governed by the provisions for discipline of teachers with tenure as included in policy GBK, Discipline.](#) ~~The Superintendent shall provide the teacher with written charges, and the teacher shall have seven (7) days to respond. Such response shall be included in the teacher's personnel file. At the end of the seven (7) day time period, the Superintendent may terminate the teacher's employment. A teacher shall not be terminated for an ineffective performance rating until completion of the School Board's evaluation grievance procedure if a grievance was timely filed.~~

~~Within seven (7) days after dismissal, a teacher may request and upon request shall be granted a hearing by a tenure hearing panel composed of a designee of the Superintendent, a designee of the principal, and a designee of the teacher. In no case shall the Superintendent, the principal, or teacher designate an immediate family member or any full-time employee of the school system by which the teacher was employed who is under the supervision of the person making the designation. Such hearing may be private or public, at the option of the teacher, and shall begin within seven (7) business days after receipt of the teacher's request for such hearing. The teacher shall have the right to appear before the tenure hearing panel with witnesses on his/her behalf and with counsel of his/her selection, all of whom shall be heard by the tenure hearing panel at the hearing. For the purpose of conducting hearings hereunder, the tenure hearing panel shall have the power to issue subpoenas to compel the attendance of all witnesses. Nothing herein contained shall impair the right to seek supervisory review from a~~

~~court of competent jurisdiction.~~

~~The tenure hearing panel shall submit its recommendation to the Superintendent, and the Superintendent may choose to reinstate the teacher. If the Superintendent does not reinstate the teacher, the Superintendent shall notify the teacher of his/her final determination, in writing, and such teacher may, not more than sixty (60) days from the postmarked date of such written notification, petition a court of competent jurisdiction to review whether the action of the Superintendent was arbitrary or capricious.~~

~~For purposes of termination, the results of a teacher's evaluation wherein the teacher's performance has been classified as *ineffective* shall constitute sufficient proof of poor performance, incompetence, or willful neglect of duty and no additional documentation shall be required to substantiate such charges.~~

Contract Appointees

Personnel who have entered into promotional employment contracts with the School Board, pursuant to La. Rev. Stat. Ann. §17:444, may be removed from their positions by non-renewal of their contracts or by termination of their contracts. Contracts may be non-renewed by the School Board for any of the following reasons:

1. The Superintendent has recommended against renewal of the contract based on an evaluation of the employee's performance;
2. The failure to offer a new contract is based on a cause sufficient to support a mid-contract termination;
3. The position in question has been discontinued; or
4. The position in question has been eliminated as a result of district reorganization.

In a non-renewal situation, the employee shall not be entitled to a hearing before the School Board.

For *mid-contract termination* of promotional employment contracts, the employee shall receive written charges and a ~~fair~~ hearing before ~~the School Board after reasonable written notice~~ a disciplinary hearing officer, conducted in accordance with hearing procedures adopted by the School Board. A contract may be terminated if the employee is found guilty of being incompetent or inefficient or is found to have failed to fulfill the terms and performance objectives of his/her contract, or other reasons provided for by state law.

NON-CERTIFICATED EMPLOYEES

Non-Tenured Bus Operators

No bus operator hired after July 1, 2012 shall earn tenure.

A non-tenured bus operator shall be immediately dismissed if he/she is convicted of or has pled nolo contendere to violations of local or existing state law prohibiting operating a vehicle while intoxicated regardless of whether the violation occurred while performing in his/her official capacity as a school bus operator at the time of the offense.

A non-tenured bus operator may also be dismissed by the School Board upon the Superintendent's written recommendation. The employee shall not be entitled to a hearing before the School Board.

Tenured Bus Operators

The School Board may dismiss any tenured bus operator only after written and signed charges against the bus operator have been prepared by the Superintendent and submitted to the School Board. The School Board, if it decides to proceed upon the charges, shall notify the bus

operator in writing at least twenty (20) days prior to the hearing, stating the charges brought against him/her, and shall arrange for a hearing to be held in accordance with due process provisions of the law, such hearing to be public or private at the option of the bus operator. A tenured bus operator may be dismissed for willful neglect of duty, or incompetence, or immorality, or drunkenness while on duty, or failure to comply with requirements of La. Rev. Stat. Ann. §17:491.3 relative to being arrested for one or more of the specified offenses, or physical disability to perform his/her duties, or failure to keep his/her transfer equipment in a safe, comfortable, and practical operating condition, or of being a member of or contributing to any group, organization, movement, or corporation that is prohibited by law or injunction from operating in the state, and then only if found guilty after a hearing by the School Board by a *majority of the School Board's membership*.

Additional grounds for the removal from office of any school bus operator shall be:

1. the abolition, discontinuance, or consolidation of routes, but then only if it is found as a fact, after a hearing by the School Board, that it is in the best interests of the school system to abolish, discontinue, or consolidate said route or routes. If abolition, discontinuance, or consolidation of bus routes is approved, the principle of seniority shall apply, so that the last school bus operator hired to serve within the school system to be affected shall be the first to be removed.

2. conviction of or plea of nolo contendere to a violation of a parish or municipal ordinance that prohibits operating a vehicle while intoxicated or any of the existing state offenses relative to operating a vehicle while intoxicated, as enumerated in La. Rev. Stat. Ann. §17:493, regardless of whether the violation occurred while performing in his/her official capacity as a school bus operator at the time of the offense.

School Employees

All employees of the system whose dismissal is not governed by the provision of La. Rev. Stat. Ann. ' ' 17:441-446, or by the provisions of La. Rev. Stat. Ann. ' ' 17:491-494, shall be subject to dismissal upon the written recommendation by the Superintendent to the School Board. Such employees shall not be entitled to a hearing before the School Board.

Revised: November, 1985

Revised: September, 2010

Revised: December, 1990

Revised: October 2, 2012

Revised: December, 1992

Revised: October 8, 2013

Revised: November, 2003

Revised: July, 2014

Combined with GCN: December, 2006

Ref: La. Rev. Stat. Ann. ' ' [13:3204](#), 15:587.1, 17:15, 17:16, 17:81.5, 17:442, 17:443, 17:444, 17:492, 17:493, 17:493.1; [La. Code of Civil Procedure, Art. 2592](#); [Rouselle v. Plaquemines Parish School Board](#), 633 So2d 1235 (La. 2/28/94); Board minutes, 2-19-91, 4-20-93, 5-21-96, 6-3-03, 5-11-04, 2-8-11, 10-2-12, 10-8-13.

File: GBRIB
Cf: EGAA,

GBRIBB

SICK LEAVE

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

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

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

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

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

CERTIFICATION OF ABSENCE

An employee who is absent for six (6) or more consecutive days or portions of a day and fails to submit a certificate from a physician certifying the absences shall be docked for time missed beginning on the 6th consecutive day of absence and each consecutive day thereafter, until the employee returns to work. In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or ~~his/her designee~~ School Board, the employee shall be required, at the expense of the School ~~system~~ Board, to provide a certificate from a physician specified by the Superintendent or School ~~system~~ Board, in order to verify the existence of a medical disability.

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

~~Upon the retirement of any employee, or upon the employee entering DROP (see section below), or upon the employee's death prior to retirement, the School Board shall pay the~~

~~employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.~~ (Moved to below)

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties. Employees that are out for an “undetermined period of time,” will need to provide an updated “Physician’s Statement” every six (6) weeks.

SICK LEAVE FOR EMERGENCIES

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

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

Emergencies not listed shall be considered by the Superintendent.

EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 15, 1999 for all *teachers* and *bus drivers* employed as of that date, on August 15, 2008 for *school employees* (not a teacher or whose employment does not require a teacher’s certificate, or who is not employed as a bus driver) employed as of that date, or on the effective date of employment for those employees employed after the dates above. All decisions relative to the granting of extended sick leave shall be made by the Superintendent. The Superintendent is authorized to require employees to exhaust all accrued and unused annual leave prior to commencement of extended sick leave.

~~Medical necessity shall be the result of a catastrophic illness or injury, which means a life-threatening, chronic, or incapacitating condition, of the employee or a member of his/her immediate family. Immediate family member shall mean a spouse, parent, or child of the employee.~~

~~Each teacher granted maternity leave in accordance with state law who has exhausted all current and accumulated sick leave days and has used all days of extended sick leave to which the employee may be entitled may also be granted up to thirty (30) days of extended sick leave in each six-year period of employment for personal illness related to the purpose for which the maternity leave was granted.~~

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

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of

the balance of days of extended sick leave available to the employee.

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

Definitions

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

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

Infant means a child under one year of age.

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

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

Extended Sick Leave for Maternity Purposes

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

Gainful Employment Permitted

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

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

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

Application Process

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

On every occasion that ~~an~~ a bus driver or any other school employee uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the employee

to be absent for at least ten (10) consecutive work days shall be presented prior to extended sick leave being taken.

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

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

1. Upon review of the application, if [the School Board or Superintendent](#) questions **about** the validity or accuracy of the certification **arise**, the [School Board or Superintendent](#) may require the employee, or the immediate family member, as a condition for continued extended sick leave, to be examined by a licensed physician selected by the [School Board or Superintendent](#). In such case, the [School](#) Board shall pay all costs of the examination and any tests determined to be necessary. If the physician finds medical necessity, the leave shall be granted.

2. If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the [School Board or Superintendent](#) may require the employee, or immediate family member, as a condition for continued extension of sick leave, to be examined by a *third* licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the [School Board or Superintendent](#). All costs of an examination and any required tests by a third doctor shall be paid by the [School](#) Board. The final determination of medical necessity shall be based on the opinion of the third physician.

3. The opinion of *all* physicians consulted in determining medical necessity of the extended sick leave shall be submitted [to the School Board or Superintendent](#) in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is injured and disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. The employee shall be required to provide a certificate from a physician certifying such injury and incapacitation.

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

[If any teacher or school employee, but **not** a bus operator, is receiving sick leave as a result of](#)

assault or battery as provided in this section, and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

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

If the School Board questions the validity or accuracy of the physician's certification submitted by a *teacher*, the School Board may require the *teacher* to be examined by a licensed physician selected by the School Board. Any further review of medical certification shall proceed in the same manner as requests for extended sick leave, which is outlined under *Application Process* above. The School Board shall pay all costs of any examinations and tests determined to be necessary.

SICK LEAVE/WORKERS' COMPENSATION

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

VESTING OF SICK LEAVE

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

PAYMENT UPON RETIREMENT OR DEATH

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

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the Calcasieu Parish School Board who participates in the *Deferred*

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

DEFINITIONS

Teacher:

Any person employed by the School Board who holds a valid teaching certificate issued by the Louisiana Department of Education and any social worker, guidance counselor, or school psychologist employed by the School Board who holds a valid professional ancillary certificate in social work, guidance counseling, or school psychology issued by the Louisiana Department of Education.

Bus Driver:

Any person employed by the School Board who operates a school bus transporting children under the supervision of the School Board.

School Employee:

Any person employed by the School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus driver.

Revised: December, 1991

Revised: June, 2003

Revised: December, 1995

Revised: September, 2004

Revised: June, 1999

Revised: September, 2008

Revised: August, 1999

Revised: January, 2010

Revised: September, 1999

Revised: July, 2010

Revised: August, 2001

Revised: September, 2012

Revised: September, 2001

Revised: July, 2014

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

**Calcasieu Parish School Board
Physician's Statement Form**

Immediate Family = Spouse, Parent or Child of Employee

[check each box that applies]

☐

SICK LEAVE BANK DAYS

☐

EXTENDED SICK LEAVE

☐

30 EXTRA MATERNITY EXT. S/L

Must also complete Sick Leave Bank Request for Days Form

(Teachers only-all S/L must be exhausted)

NAME

SCHOOL OR DEPARTMENT

LAST 4 DIGITS OF SSN

LOCATION NUMBER

Act No. 659 of the Regular Session, 2014, allows employees of school districts to take up to 90 days of extended sick leave in each six year period of employment. All regular sick leave and/or annual leave must be exhausted before requesting extended sick leave. On every occasion that an employee uses extended sick leave, a statement from a licensed physician certifying that the absence is due to a "medical necessity" shall be presented. "Medical necessity" is the result of a catastrophic illness or injury, which means a life-threatening chronic, or incapacitating condition of the employee or a member of his/her immediate family.

TO BE FILLED OUT BY PHYSICIAN:

List dates of absences: _____

Expected Date of Return: _____ Next Appointment Date: _____

Additional Comments: _____

I certify that the dates listed above were due to a medical necessity.

Physician's Signature

Date

Printed Name of Physician

Name of Medical Practice

STATEMENT OF MEDICAL CONDITION REQUIRING SICK LEAVE:

Employees using extended sick leave will be docked 35% of their daily rate for each day of extended sick leave used, not 35% of their monthly salary. Retirement will be taken out of the full rate (100%) of their daily rate.

RETURN TO THE PAYROLL DEPARTMENT

Revised 7-22-2014

Agenda Item #2

The next policies were presented individually, since they were CPSB policy updates. The first policy was, JCDAE, Electronic Telecommunications Devices.

On motion by Mr. Guidry and seconded by Ms. Ballard, Policy JCDAE, Electronic Telecommunications Devices was approved.

On behalf of the committee, Mr. Webb made a motion to accept. A second was not needed and on a vote, the motion carried. Mr. Anderson stated that the instructional day was defined as beginning when stepping onto the campus and ending when the bell rings to dismiss students. The exception to this would be for bus

riders, with the cell phone policy extending until drop off.

It was noted to remind principals of this policy.
The policy states:

FILE: JCDAE
Cf: JD

ELECTRONIC TELECOMMUNICATIONS DEVICES

~~No student, unless authorized by the school principal or his/her designee, shall use or operate any electronic telecommunication device, including any facsimile system, radio paging system, mobile telephone system, intercom, or electromechanical paging device in any elementary, middle, or secondary school building or on the grounds during the instructional day or in any school bus used to transport public school students.~~ CPSB will not be responsible for any electronic device carried onto the school campus by a student or parent. Photographing, audio recording, or videotaping of any persons, activities/incidents/etc. during the instructional day or in any school bus is strictly prohibited unless authorized by the school principal or his/her designee. A violation of these provisions may be grounds for disciplinary action, including but not limited to, suspension from school.

Cell phones and all other telecommunication devices must be turned off, stowed away, out of sight and not used during the instructional day or while riding a school bus. For the purpose of this policy, the instructional day will be defined to be the time students arrive on campus in the morning until the time they are officially dismissed in the afternoon. On field trips, telecommunication devices may be possessed/used at the discretion of the principal or his/her designee.

Revised: August, 2003

Revised: July, 2006

Revised: May, 2007

Ref: La. Rev. Stat. Ann. §§[17:239](#), [17:416](#), [17:416.1](#)
Board minutes, [10-14-03](#), [7-11-06](#), [5-1-07](#)

Calcasieu Parish School Board

The next policy was GAMI, Employee Use of Electronic Telecommunication Devices.

On motion by Mr. Guidry and seconded by Mr. Burleigh, Policy GAMI, Employee Use of Electronic Telecommunication Devices was approved.

On behalf of the committee, Mr. Webb made a motion to approve. A second was not needed and on a vote, the motion carried.

FILE: GAMI
Cf: [EBC](#), [JCDAE](#)

EMPLOYEE USE OF ELECTRONIC TELECOMMUNICATION DEVICES

No employee or school visitor, unless authorized by the school principal or his/her designee, shall use or operate any electronic telecommunication device, including any ~~facsimile system, radio paging service, mobile telephone service, or electro-mechanical paging system~~ [photographing, audio recording or videotaping equipment](#) in any elementary or secondary classroom during an instructional period, or on the grounds thereof, while supervising students or in any school bus used to transport public school students.

Approved: May 9, 2006

Ref: La. Rev. Stat. Ann. §§[17:81](#), [17:239](#)
Board minutes, [5-9-06](#)

Calcasieu Parish School Board

Board members asked about the new law regarding no cell phones in school zones. Mr. Bruchhaus said that with the absence of signs, the law could not be enforced. He also stated that this was a traffic related issue and wasn't CPSB's primary role.

Next, procedure EDDA-AP, Special Trips was addressed. Bus Drivers stated that this was already addressed with Mr. Anderson. On motion By Mr. Schooler and seconded by Mr. Hardy, EDDA-AP, Special Trips was approved.

On behalf of the committee, Mr. Webb made a motion to approve. A second was not needed and on a vote, the motion carried.

The policy states:

EDDA-AP
CALCASIEU PARISH SCHOOLS
ADMINISTRATIVE PROCEDURES

SUBJECT: SPECIAL TRIPS – SCHOOL

Revised: ~~November 5, 2008~~ July 22, 2014

I. MAXIMUM FEE SCHEDULE FOR BUS DRIVERS - SPECIAL TRIPS

A. One Day Trip

~~If a driver misses the A.M. route NO docking will take place. The hourly rate will begin at the conclusion of his/her A.M. route. If a driver misses the P.M. route, the hourly rate will begin at the conclusion of his/her P.M. route.~~

=

~~If a driver misses both the A.M. and P.M. routes NO docking will take place, but the hourly rate will be calculated between the ending time of the A.M. route and the beginning time of the P.M. route.~~ Bus Drivers will be paid per the schedule below, subtracting 2 hours per AM and PM route missed.

\$10.00	Per Hour Departure and Return
\$12.00	Minimum Show - Up Fee
\$32.00	Minimum Trip Fee

Meals provided per policy schedule-out of parish CPSB trips only unless provided by eating establishment.

B. Certified Substitute Bus Drivers

\$10.00 Per Hour Departure and Return

\$12.00 Minimum Show - Up Fee

\$32.00 Minimum Trip Fee

Meals provided per policy schedule- out of parish CPSB trips only unless provided by eating establishment.

C. Overnight Trips

Bus Drivers will be paid per the schedule below, subtracting 2 hours per AM and PM route missed.

\$10.00 Per Hour Departure until Return

\$12.00 Minimum Show-Up Fee

Lodging-Single occupancy room provided

Meals will be provided per policy schedule or by the school on CPSB trips only unless provided by eating establishment.

~~1. One Night:~~

~~=~~

~~Bus driver will be paid \$150.00 for an overnight trip plus lodging and meals. An hourly rate of \$10.00 will begin after the first 24-hour period. If a bus driver misses a P.M. route or an A.M. and P.M. route, NO docking will take place.~~

~~2. Two Nights:~~

~~Bus driver will be paid \$150.00 per 24 hour period. An hourly rate of \$10.00 will begin after 48 hours. Lodging and meals will be provided.~~

D. Driver Selection Procedures and Criteria

1. The School Board has specified that priority be given to the hiring of regularly employed drivers instead of certified substitute drivers. If a bus driver wants to donate his/her services, the principal is certainly encouraged to use such a person. When schools ~~Schools may~~ use a regular driver ~~if~~ the school pays for the substitute and the fee ~~does~~ must not exceed the maximum fee schedule. Attach a check made payable to Calcasieu Parish School Board with the reimbursement form. (See Attached)

2. Schools may use a substitute or certified driver and pay no more than the maximum fee schedule.

E. Drivers May Donate Their Service

II. THE PAYROLL WILL REMAIN AS FOLLOWS:

A. If a trip overlaps into any part of a school day necessitating the hiring of a substitute driver for the regular route, the following guidelines will be used:

1. The regular driver is to be reported on a supplemental form for driving the special trip. (Attach Check)

2. Substitute drivers will sign in at the school where the regular driver receives his/her check.

3. The school making the trip assumes the responsibility of payment for the substitute. Report the hiring of a substitute driver on your regular bus driver's time sheet.

B. Cost of fuel used for special trips will be the responsibility of the school making the trip. This may be waived by the Supervisor of Transportation if the trip is short and the fuel cost is nominal.

C. Drivers may leave during a trip without being docked, however before drivers leave, they must exchange phone numbers with the sponsor and have a phone nearby to answer the call. Driver must also be within reasonable distance from destination of the event in case of unforeseen circumstances and be able to return in a reasonable time for an emergency situation. ~~For those drivers who have a spark route, T & I route and/or platoon route in addition to their regular bus routes, the school is expected to pay for the cost of hiring substitutes as it applies to the regular bus driver and the cost as it applies to any of the previously named extra routes. Attach check made payable to the Calcasieu Parish School Board along with the reimbursement form. The School board has specified that priority be given to the hiring of regularly employed drivers instead of certified substitute drivers. If a bus driver wants to donate his/her services, the principal is certainly encouraged to use such a person.~~

D. The Calcasieu Parish School Board will supply the necessary buses for special trips. No rental fees are charged for use of buses.

E. Spare buses needed for special trips will be distributed to schools on a first come first call basis.

F. For special trips made at times other than during the regular driving hours (Saturday), the school will only be responsible for:

- a. The wages of the driver
- b. The cost of fuel

c. Meals provided per policy schedule out of parish CPSB trips only unless provided by eating establishment.

III. EXAMPLE OF SPECIAL TRIPS WITH RELATED FEE

A. School A takes a school field trip. Students do not leave school until 10:00 A.M. and return by 11:00 A.M. Driver receives \$32.00.

Explanation:	\$12.00	Show Up Fee
	<u>10.00</u>	\$10.00 per hour (1 hour)
	\$22.00	

Earned fee does not meet minimum fee of \$32.00; therefore, the driver receives the minimum fee.

B. School B takes a trip and the departure is ~~1:30~~ 12:30P.M. and returns to school at ~~11:00~~ 10:00P.M. Driver receives \$87.00.

Explanation:	\$12.00	Show Up Fee
	<u>75.00</u>	\$10.00 per hour (7 ½ hours)
	\$87.00	

12:30-2:00 ~~1:30 - 3:00~~ = 1 ½ hours X \$10.00 = \$15.00

2:00-4:00 ~~3:00 - 5:00~~ PM Route = \$0.00

4:00-10:00 ~~5:00 - 11:00~~ = 6 hours X \$10.00 = \$60.00

C. School C takes a daylong trip. Students leave school at 6:30 A.M. and return to school at 8:30 P.M. The driver's fee is \$117.00.

Explanation:	\$ 12.00	Show Up Fee
	<u>105.00</u>	10 ½ hours X \$10.00
	\$117.00	

8:00 - 2:00 = 6 hours X \$10.00 = \$60.00 (Normal Route Time)

~~8:00-3:00 = 7 hours X \$10.00 = \$70.00~~

6:00 - 8:00 A.M. – 2:00-4:00 ~~3:00 – 5:00~~ P.M. = \$0.00

4:00 PM- 8:30PM = 4 ½ hours X \$10.00 = \$45.00

~~3 ½ hours X \$10.00 = \$35.00~~

Ref: Board minutes, 3-12-03, 11-05-08

Calcasieu Parish School Board

The **next** policy presented was ***IDDFA, Service Animals in Schools.***

On motion by Mr. Schooler and seconded by Mr. Dellafosse, Policy IDDFA, Service Animals in Schools was approved.

On behalf of the committee, Mr. Webb made a motion to approve. A second was not needed and on a vote, the motion carried.

The policy states:

NEW POLICY

FILE: IDDFA

SERVICE ANIMALS IN SCHOOLS

The Calcasieu Parish School Board prohibits discrimination against individuals with disabilities,

including those who are assisted by a service animal as result of a disability. The School Board shall comply with the requirements of Title II of the Americans with Disabilities Amendments Act of 2008 (ADAAA) and its implementing regulations, as well as other applicable federal and state laws and regulations governing the use of service animals by students and staff with disabilities in its services, programs, and activities. Under this policy, service animals are permitted in buildings, classrooms, recreational facilities, programs, and activities of the School Board where the public is normally allowed access, subject to the following:

General Provisions:

1. A *service animal* is defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for purposes of this policy. The work or task a service animal has been trained to provide must be directly related to the individual's disability and must be required because of the individual's disability. The crime deterrent effects of an animal's presence and the provision of emotional support, comfort, well-being, or companionship do not constitute work or tasks for the purposes of this policy. Service animals are working animals, not pets.
2. Prior knowledge and authorization of the Superintendent is required before a service animal can be brought onto school district property. The School Board reserves the right to inquire about whether a service animal is required because of disability when it is not obvious what service the animal provides. The School Board further reserves the right to inquire about the specific tasks a service animal performs for the individual with a disability.
3. Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents the use of such devices. In such cases where a harness or other control device cannot be used, the individual with a disability shall be required to maintain control of the animal through voice, signal, or other effective means. The service animal must be accompanied at all times by the individual with a disability for whom it is performing specific work or tasks.
4. The School Board may ask an individual with a disability to remove a service animal from its premises if: (1) the animal is out of control and the handler does not take effective action to control it; (2) the animal is not housebroken; or (3) the animal poses a direct threat to the safety of anyone. If any service animal is excluded from School Board programs, services or activities, the School Board shall offer the individual with a disability the opportunity to participate in such programs, services, or activities without the animal's presence.

The service animal shall be able to perform its work or tasks in public, under the full control of its handler (including full control of the animal in the presence of large numbers of school children, as may be applicable).

5. Service animals shall not solicit attention, display aggression, solicit or steal food or other items from students or staff, and shall not disrupt the normal course of business at school or any School Board facilities, programs, and activities.
6. Service animals shall be clean and well groomed so as to minimize offensive odors, shedding and dander and shall be free of fleas and ticks. Because schools serve large numbers of children in classrooms and other confined spaces and, to protect the safety of such students and their service providers, the School Board requires owners/users of a service animal to provide annual proof that the service animal is properly immunized and in good health.
7. Under appropriate circumstances and where reasonable, the School Board shall make modifications to its practices and procedures to permit the use of a miniature horse by an individual with a disability. In such cases, the School Board shall determine whether miniature horses can be accommodated in its facilities by examining the following factors: (1) whether the miniature horse is housebroken; (2) whether the miniature horse is under the owner's control; (3) whether the facility can accommodate the miniature horse's type, size, and weight; and (4) whether the miniature horse's presence will compromise legitimate safety requirements necessary for safe operation of the facility. Miniature service horses must be individually trained to do work or perform tasks for the benefit of the individual with a disability.
8. The School Board shall not be responsible for the care, feeding, or supervision of a service animal, including walking the animal, responding to the animal's need to relieve itself, or waste removal.
9. A service animal is considered the personal property of its owner/individual with a disability and, as such, the owner/individual with a disability shall assume liability for any and all harm, damage, or injury caused by the service animal to other students, staff, visitors, and/or property.

Requests for Use of a Service Animal

1. All requests for an individual with a disability to be accompanied by a service animal for the purpose of participating in School Board programs, services, and activities must be submitted in writing to the Superintendent, or his/her designee, at least ten (10) school days before bringing an animal onto School Board premises or participating in School Board programs, services, or activities.
2. All requests for use of a service animal shall be made on a form created by the Superintendent. The form and administrative procedures to accommodate the use of service animals in School Board facilities, programs, services, and activities shall be available upon request from the School Board's designated Section 504/ADA Coordinator. Assistance shall be made available to individuals who, because of disability, are unable to submit such request in writing.
3. Any individual whose request to use a service animal is denied by the School Board for good

cause shall have the right to request reconsideration of such decision. All reconsideration requests must be presented to the Superintendent in writing within five (5) business days of any such denial.

4. Individuals who are not employees or students of the School Board, but who are visiting a School Board facility or event and require a service animal accommodation for their disability, should contact the Section 504/ADA Coordinator for the School Board at (337) 217-4160 Extension1602.
5. Any individual whose request to use a service animal is denied by the School Board for good cause shall have the right to request reconsideration of such decision. All reconsideration requests must be presented to the Superintendent in writing within five (5) business days of any such denial.
6. Individuals who are not employees or students of the School Board, but who are visiting a School Board facility or event and require a service animal accommodation for their disability, should contact the Section 504/ADA Coordinator for the School Board at (337) 217-4160 Extension1602.

Nothing in this policy is intended to deny or limit any right of a student, employee, or visitor of the School Board under any other federal or state law or regulation.

The School Board reserves the right to request current, documented confirmation of service animal immunizations and health status in order to reasonably and responsibly protect the health and safety of children, employees, and others with whom the service animal may come into contact.

New policy: [July, 2014]

Ref: 42 USC 1201 et seq. (*Americans with Disabilities Act of 1990*); ADAAA of 2008 & 28 CFR, Part 35 (*Nondiscrimination on the Basis of Disability in State and Local Government Services*).

The last item presented was on Seclusion and Restraint Procedures.

On motion by Mr. Schooler and seconded by Mr. Hardy, Seclusion and Restraint Procedures was approved.

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

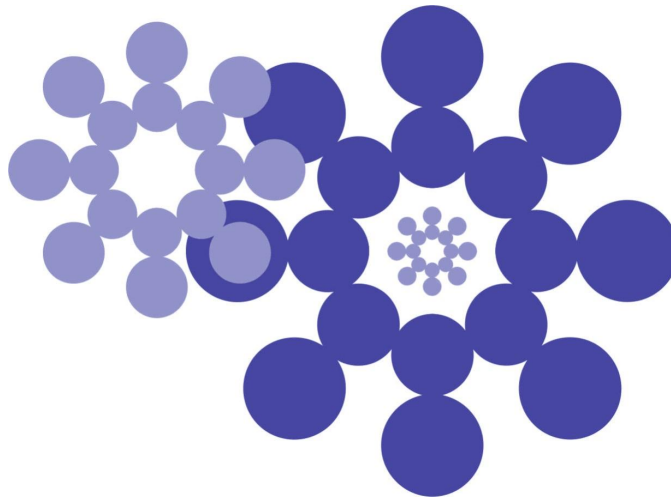
motion carried.

Seclusion/Restraint Procedures **Under**

Louisiana Revised Statutes 17:416.21

and

Louisiana Bulletin 1706, Revised 2012



Calcasieu Parish School System

~~Wayne Savoy~~, Superintendent

Karl Bruchhaus

3310 Broad Street
Lake Charles, LA 70615

Phone: (337) 217-4000
Fax: (337) 217-4001

www.cpsb.org

School Board Approved

[August 7, 2012](#)

{Adapted from Hammond & Sills}

INTRODUCTION

This document provides procedures/guidance for the use, reporting, documentation, and oversight of seclusion and restraint in the Calcasieu Parish School System in accordance with regulations and guidance by the Board of Elementary and Secondary Education, Louisiana Department of Education (LDE).

These procedures specifically address the statutory requirements of La. R.S. 17:416.21 (Louisiana Act 328 of 2011) and Louisiana Bulletin 1706, as revised April 20, 2012, regarding the use of seclusion and restraint as emergency safety measures to control the actions of students with exceptionalities in Louisiana's public schools. It is understood that this procedural/guidance document is a work in progress and in no way constitutes the totality of interventions and strategies used by the Calcasieu Parish School System and its personnel in addressing the educational needs of students.

For the purposes of this document, Calcasieu Parish School System may encompass policies adopted by Calcasieu Parish School System; administrative procedures implemented by school administrators and school employees (as defined herein) and guided forms developed to assist school employees in carrying out their responsibilities under La. R.S. 17:416.21 (Act 328 of 2011) and Louisiana Bulletin 1706, as revised.

Additionally, Calcasieu Parish School System has adopted a proactive approach and will apply Seclusion/Restraint policies and procedures to all students, not only children with exceptionalities. Deaths have occurred throughout the nation on children who were improperly restrained. These policies and procedures shall be executed for all students to prevent injury

and death. Therefore, it is critical that the policies and procedures be implemented specifically as described.

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SUPERINTENDENT'S DIRECTIVES

PURSUANT TO SCHOOL BOARD POLICY

The Calcasieu Parish School Board has approved the following guidelines and procedures relative to the use of seclusion and restraint by its employees:

A. *Notification requirements* for school officials and parents/legal guardians:

Parents must be notified within 24 hours if physical restraint or seclusion is used on their child. Date, time, method and person contacting the parent must also be documented. Copies of documentation should be signed by the person completing form and school administrator. Copies of documentation must be sent within 24 hours of action to the Parent, Administrative Director, Director of Special Education (if student has an exceptionality), and Principal.

B. *Training requirements* relative to the use of restraint:

All school administrators, behavior facilitators and employees assigned to Calcasieu Parish School Board alternative sites (Boys Village, Harbour House, Juvenile Detention Center, Calcasieu Parish Alternative School (CPAS), Positive Connections and Methodist Children's Home) are required to be trained in the district approved safety hold/restraint program. Program facilitators, consultants, guidance counselors, teachers, related service providers, nurses, paraprofessionals, school bus drivers, bus attendants, cafeteria workers, custodians, and other school system personnel will be trained as deemed necessary by their immediate supervisor.

School administrators should call (337) 217.4150 Extension 1503 to schedule training for their campus team members. All other employees require approval from their immediate supervisor prior to scheduling training.

The training program implemented by the Calcasieu Parish School System is the Non-Violent Crisis Intervention (NCI) Program by Crisis Prevention Institute (CPI).

Training will include:

1. Preventive Techniques
 - a. Understanding of Crisis Development Model
 - b. Non-verbal and Para-verbal communication

- c. Understanding of defensive behavior
- d. Precipitating factors
- e. Personal safety techniques

2. Physical Restraints

- a. Knowledge of restraints and the risk of improper restraint
- b. Execution of approved restraints by participants with 100% accuracy
- 3. Reestablishing communication with student to reenter the classroom
- 4. Written exam which must be completed with 80% accuracy

Staff members certified to use restraints must recertify annually. Documentation of certified personnel will be maintained at the Department of Special Services.

C. ***Explanation of methods*** of district approved physical safety holds:

- 1. Interim Control Position is a temporary position that allows a staff member to maintain control of both of the individual's arms, if necessary, for a short time.
- 2. Children's Control Position which allows a staff member to maintain a balanced stance while managing the child.
- 3. Team Control Position is more than two staff members used to manage individuals who have become dangerous to themselves or others.
- 4. Transport Position is a "cross-grain grip" to secure the individual between two staff members during transport while maintaining close body contact.

D. ***Dissemination of Guidelines:***

- 1. *Policy and Procedures* for restraint and seclusion are posted on the Calcasieu Parish District Web Site with access by all school employees. Guidelines and Procedures for Seclusion and Restraint ~~will be~~ are posted on the Calcasieu Parish School Board website under the "Parents" tab.
- 2. Superintendent, Assistant Superintendents, Administrative Directors, and all school administrators are provided a hard copy of the Special Education Discipline Handbook which includes the guidelines and procedures for seclusion and restraint. Several copies of the Calcasieu Parish School System Seclusion and Restraint Guidelines and Procedures will be provided to each school to disseminate to parents upon request. (Refer to item 3 below.)

3. Dissemination To Parents – Parents will have access to Seclusion and Restraint Guidelines and Procedures from the Calcasieu Parish School System website under the “Parents” tab. Parents without internet access or who would like a paper copy may request a copy from the school. The Student Code of Conduct which is distributed to all parents includes a statement about how and where to access these guidelines and procedures. The Parents Rights Handbook will also include the statement on how and where to access these guidelines and procedures.

E. *Notification to the Louisiana Department of Education:*

A copy of Guidelines and Procedures ~~will be~~ was emailed to the Louisiana Director of Federal Programs by the Calcasieu Parish Schools’ Director of Special Education.

SECLUSION GUIDELINES

Seclusion is a procedure that isolates and confines a student in a separate room or area until he/she is no longer an immediate danger to self or others. Seclusion does not include time-out, “which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.” The term does not include in-school suspension or student requested breaks.

Seclusion is permitted only under the following conditions:

1. As a LAST resort if and when less restrictive measures such as positive behavioral supports, constructive and non-physical de-escalation, and restructuring of a student’s environment, have failed to stop a student’s actions that pose an imminent risk of harm.
2. By a school employee who uses accepted methods of escorting a student to a seclusion room, placing a student in a seclusion room, and supervising a student while he/she is in the seclusion room/area.
3. If one student is placed in a seclusion room/area at any given time and the school employee supervising the student is able to see and hear the student the entire time the student is placed in the seclusion room/area. It is acceptable to have cameras set up in the seclusion room *for monitoring purposes* with the contingency that the student is continuously monitored and the person monitoring is in close proximity to the seclusion room
4. The room is free of any object that poses a danger to the student placed in the room/area.
5. The room has an observation window and is of a size appropriate for a student’s size, behavior, and chronological and developmental age. An observation window is still required when cameras are used to monitor the student.
6. The room has a ceiling height and heating, cooling, ventilation, and lighting systems comparable to operating classrooms in the school.

Seclusion is prohibited:

1. For addressing behaviors such as general noncompliance, self-stimulation, and academic refusal. (Staff shall respond to such behaviors with less stringent and less restrictive techniques).
2. As a form of discipline or punishment.
3. As a threat to control, bully, or obtain behavioral compliance.
4. For the convenience of school personnel when unreasonable, unsafe, or unwarranted.
5. If the student is known to have any medical or psychological condition that precludes such action (as certified by a licensed health care provider in a written statement provided to the principal of the school in which the student is enrolled).

PHYSICAL RESTRAINT GUIDELINES

Physical restraint is permitted only under the following conditions:

1. If the student's behavior presents a threat of imminent risk of harm to self or others.
2. As a last resort to protect the safety of self and others.
3. In a manner that causes NO PHYSICAL INJURY to the student.
4. Results in the least possible discomfort to the student.
5. Does not interfere in any way with a student's breathing or ability to communicate with others.
6. Does not involve the use of any form of mechanical restraint.
7. The student is not physically restrained in a manner that places excessive pressure on the student's chest or back or that causes asphyxia.
8. Applied only in a manner that is directly proportionate to the circumstances and to the student's size, age, exceptionality (if applicable) and severity of behavior.
9. When school administration and Non-Violent Crisis Intervention (NCI) Team determine that physical restraint is not effective, the student's parents will be notified. School administration along with the parent will determine the appropriate action (e.g., contact Sheriff's Department, Emergency Medical Services).

Physical restraint is prohibited:

1. As a form of discipline or punishment.
2. As a threat to control, bully, or obtain behavioral compliance.
3. For the convenience of school personnel.
4. When unreasonable, unsafe, or unwarranted.
5. If the student is known to have any medical or psychological condition that precludes such action (as certified by a licensed health care provider in a written statement provided to the school in which the student is enrolled).

MONITORING & DOCUMENTATION

Seclusion/restraint require monitoring, documentation, and analysis of data collected:

1. Continuous monitoring.
 2. Documentation every five (5) minutes (with adjustments made accordingly).
 3. Student is released/removed as soon as the reasons for the action have subsided.
 4. Parent/guardian, Administrative Director, Director of Special Education (if student with an exceptionality) and Principal notified in writing (Restraint/Seclusion Report Forms in Appendix) within 24 hours of EACH incident of seclusion/restraint.
 - a. Reason for seclusion/restraint;
 - b. Description of procedures used;
 - c. Length of time of seclusion/restraint;
 - d. Names and titles of school employees involved.
 5. Person/Employee who used seclusion/restraint shall complete Seclusion/Restraint Report Form (Appendix) for each incident of restraint and seclusion.
- |
6. Documentation of incidents of seclusion and/or restraint shall be reviewed at least once every three (3) weeks for students whose challenging behavior continues or escalates.
 7. When a student is involved in 5 incidents in a single school year*, convene the IEP/504/RTI Behavior Team to review and revise the student's behavior

intervention plan to include any appropriate and necessary behavioral supports.

*Five (5) incidents in a school year includes the cumulative number of incidents of restraint AND seclusion. (e.g., 2 restraints + 3 seclusions = 5 incidents).

Seclusion data must be analyzed at least annually. These procedures should be reviewed and revised as necessary during the interim period to ensure appropriateness and effectiveness.

It is recommended that data will be used to track the number of incidents of seclusion by student, staff, and type of incidents; and other factors such as precipitating events and other observable factors.

MECHANICAL RESTRAINT

NO STUDENT SHALL BE SUBJECTED TO ANY FORM OF MECHANICAL RESTRAINT.

Children with physical disabilities may require assistance for positioning and require specialized devices to provide support. These devices may include but are not limited to the following:

1. Specialized seating systems
2. Specialized positioning systems
3. Individualized sensory supports
4. Other adaptive equipment that provides support as prescribed by the licensed therapists

Students using these systems should also be monitored with continuous supervision to address circulation, breathing, and sensory concerns. If

adverse reactions are noted, the system and/or device should be discontinued immediately, and the licensed therapist should be contacted.

It is noted that these systems and/or devices should not be utilized to restrict the movement of the student or as a punishment for behavior. Students shall not be in the systems for more than the number of minutes designated by the licensed therapists. Any weight applied to the student should not exceed 5 to 10 percent of the student's body weight. Lap trays may be utilized for classroom and cafeteria activities as long as they are not used to restrict the student's movements.

SECLUSION AND RESTRAINT PROCEDURES

I. Dissemination of Policy, Procedures, and Guidance

By the last working day of August of every school year, each school Principal shall inform school personnel and the parents/guardians/students of majority age, how to access copies of La. R.S. 17:416.21, guidance, and local policies and procedures regarding the use of reasonable restraint and seclusion of students. Regulations, guidance, policies and procedures are published on the website of the Calcasieu Parish School System. A statement on how to locate such restraint and seclusion guidelines shall be included in the district Student Code of Conduct that every parent receives and the annual notice of student rights and responsibilities provided to the parents/guardians of students with exceptionalities.

II. Use of Seclusion by School Personnel

School personnel may use seclusion (isolation and confinement of the student in a separate area) ONLY when the student poses an immediate risk of danger to self or others as described below:

1. Isolation is needed to break up a fight or maintain order at the school;
AND

2. The person poses a viable threat of imminent harm to self or others or substantial destruction of school property;

Seclusion SHALL BE:

1. The action of last resort when de-escalation attempts have failed and the student continues to pose an imminent threat to self or others.
2. Used only as long as necessary to minimize the risk of harm

When the use of a seclusion room/area is necessary, the student should be escorted to the seclusion area by executing the approved Non-Violent Crisis Intervention transport position. Physical prompts are permissible for the purpose of safely guiding the student from one area to another, but care should be taken to limit the use of physical contact with the student and to avoid the unnecessary use of physical contact. Verbal redirection and other means of positive support should be used before resorting to physical means.

If the behavior persists for longer than 60 minutes, the student's parent(s) will be notified. School administration, along with parent, will determine the appropriate action (e.g., contact Sheriff's Department, Emergency Medical Services).

Seclusion SHALL NOT be used:

1. As the sole means of behavioral intervention and support for any student with a disability
2. As a form of discipline or punishment
3. As a threat to control, bully, or obtain behavioral compliance
4. For the convenience of school personnel
5. When unreasonable, unsafe, or unwarranted
6. If the student is known to have any medical or psychological condition that precludes such action (as certified by a licensed health care providers in a **written** statement provided to the principal of the school in which the student is enrolled); or
7. After the substantial risk of injury no longer exists.

III. Monitoring of Seclusion

A student placed in seclusion must be monitored/supervised at all times by an

adult. Monitoring requires close, visual proximity to the student, release as soon as the behaviors cease that led to the isolation/seclusion, the space where the student is secluded has adequate lighting, ventilation, heating and cooling, the space is free of objects or items that may unreasonably expose the student to danger; the space is designated by the school as a safe environment for temporary, safety-required seclusion.

Seclusion used for reasons other than imminent risk of harm and contrary to the procedures listed above shall be considered unreasonable and strictly prohibited. Seclusion SHALL NOT be used as a disciplinary consequence for minor infractions or to otherwise isolate the student from needed

DEFINITIONS

Crisis Prevention Institute (CPI) – The institute whose purpose is to formally validate the global standard of providing high-quality, meaningful training in the safe management of disruptive and assaultive behavior and to formally recognize professionals and other stakeholders committed to that standard.

Crisis Team – A group of up to five (5) persons trained and currently certified in Non-Violent Crisis Intervention (NCI) based at the school/site.

Emergency - A sudden, generally unexpected set of circumstances that requires immediate action.

Imminent Risk of Harm - An immediate and impending threat of a person causing substantial physical injury to self or others. The risk is “imminent” if it is likely to occur within a matter of moments.

Mechanical Restraint - The application of any device or object used to limit a person’s movement. The term does NOT include the following:

- A protective or stabilizing device used in strict accordance with the manufacturer’s instructions for proper use and which is used in compliance with orders issued by an appropriately licensed healthcare provider.
- Any device used by a duly licensed law enforcement officer in the execution of his official duties.

Non-Violent Crisis Intervention (NCI) – The research based training program developed and published by Crisis Prevention Institute (CPI) adopted by the Calcasieu Parish School System.

Non-Violent Safety Holds - Includes safety holds that restrict youth movement for the management of violent or self-destructive behavior that jeopardizes the immediate physical safety of the student or others. The approved holds:

1. Interim Control Position
2. Child Control Position
3. Team Control Position
4. Transport Position

Physical Escort - Touching or holding a student with or without the use of force for the purpose of directing the student to a new location. Physical escort does not including the unforced holding of a student's hand or other physical prompts for the purpose of safely guiding the student from one task to another or directing the student in an educational activity.

Physical Restraint - Bodily force used to limit a person's movement.

The term does NOT include the following:

- Consensual, solicited, or unintentional contact.
- Holding of a student by a school employee, for less than 5 minutes in any given hour or class period for the protection of the student or others.
- Holding of a student by a school employee, for the purpose of calming or comforting the student—provided the student's freedom of movement or normal access to his/her body is not restricted.
- Minimal physical contact for the purpose of safely escorting a student from one area to another.
- Minimal physical contact for the purpose of assisting the student in completing a task of response.

Positive Behavior Interventions and Support (PBIS) - A systematic approach to embed evidence-based practices and data-driven decision making when addressing student behavior in order to improve school climate and culture.

Seclusion - A procedure that isolates and confines a student in a separate room or area until he/she is no longer an immediate danger to self or others.

School Employee - A teacher, paraprofessional, administrator, support staff member, or a provider of related services.

Substantial Risk of Injury - Behavior expressed through verbal and/or physical means to cause serious physical harm to self or others, whether or not directly or substantially considered to be a manifestation of the student's disability.

Time Out - A behavior reduction procedure that involves the absence of positive reinforcement for a limited period of time. Time out may include: (1) *Inclusionary time-out* where the student remains in sight and sound of others in the classroom; (2) *Exclusionary time-out* where the student leaves the learning environment and goes to another location but is not isolated and prevented from leaving. These forms of time-out are NOT considered by the School Board to constitute seclusion but must be monitored and documented at the school level to ensure that repetitive incidents of time-out do not occur and, if occurring, do not result in substantial isolation of the student from instructional activities.

Written Guidelines and Procedures - The written guidelines and procedures adopted by a school's governing authority regarding appropriate responses to

student behavior that may require immediate intervention.

RESTRAINT REPORT FORM

CALCASIEU PARISH SCHOOL SYSTEM

Student Name: _____ Date of Report

School: _____ Grade: _____ Exceptionality:

Date of Restraint: _____ Time of Restraint: _____ Start Time:
_____ End Time: _____

Teacher/Staff Initiating Restraint:

Procedure used during the restraint was:

Injuries: ☐ Yes ☐ No Details:

Describe Behavior of Student and Environmental Situation Precipitating
Restraint:

Location: _____ Students/Staff

Present: _____

Class/Specific Activity at Time of Restraint/Preceding Restraint:

Other Possible Triggers:

Was Parent Notified?____Yes____No Time & Date of Notification:

Method of Notification: _____Person Contacting Parent:

Has student been restrained and/or secluded 5 or more times this year?

_____Yes _____No

If yes, IT IS MANDATORY the IEP/504 plan be reconvened immediately to review and revise appropriate behavioral supports.

Other Comments or

Observations:_____

Person Initiating Restraint_____ School

Administrator_____

Signature

Signature

This form must be completed within 24 hours. Copies must be sent to Parent, Administrative Director, Director of Special Education and Principal within that time period.

Revised 08/06/12

SECLUSION REPORT FORM

CALCASIEU PARISH SCHOOL SYSTEM

Student Name: _____Date of

Report_____

School _____Grade: _____Exceptionality:

Date of Seclusion: _____ Time of Seclusion:

Teacher/Staff Initiating

Seclusion:_____

Person(s) Supervising Student During Seclusion:

Describe Behavior Warranting

Seclusion: _____

Class/Specific Activity At Time of Incident/Preceding

Seclusion: _____

Possible Triggers:

-

It is MANDATORY that student be monitored constantly.

1. Agitated
Abusive

4. Hostile

7. Self

2. Calm
Aggressive

5. Physically Aggressive

8. Verbally

3. Crying

6. Quiet

9. Other:

Document Behavior every 5 min using codes above.				Start time:	End Time:
5 min.	10 min	15 min	20 min	25 min	

Was Parent notified? _____ Yes _____ No Date & Time of Notification:

Method of Notification: _____ Person Contacting Parent:

Has student been restrained/secluded 5 or more times this year?

_____ Yes _____ No

If **yes**, IT IS **MANDATORY** the IEP/504 plan be reconvened immediately to review and revise appropriate behavioral supports.

Other Comments or
Observations: _____

Person Initiating Seclusion _____ School
Administrator _____

Signature

Signature

This form must be completed within 24 hours. Copies must be sent to Parent, Administrative Director, Director of Special Education (if student with an exceptionality) and Principal within 24 hours.

Revised 05/18/12

[West's Louisiana Statutes Annotated](#)
[Louisiana Revised Statutes](#)
[Title 17. Education \(Refs & Annos\)](#)
[Chapter 2. Teachers and Employees](#)
[Part I. General Provisions \(Refs & Annos\)](#)

LSA-R.S. 17:416.21

[Currentness](#)

A. As used in this Section:

(1) "Imminent risk of harm" means an immediate and impending threat of a person causing substantial physical injury to self or others.

(2) (a) "Mechanical restraint" means the application of any device or object used to limit a person's movement.

(b) Mechanical restraint does not include:

(i) A protective or stabilizing device used in strict accordance with the manufacturer's instructions for proper use and which is used in compliance with orders issued by an appropriately licensed health care provider.

(ii) Any device used by a duly licensed law enforcement officer in the execution of his official duties.

(3) (a) “Physical restraint” means bodily force used to limit a person’s movement.

(b) Physical restraint does not include:

(i) Consensual, solicited, or unintentional contact.

(ii) Holding of a student, by a school employee, for less than five minutes in any given hour or class period for the protection of the student or others.

(iii) Holding of a student, by one school employee, for the purpose of calming or comforting the student, provided the student’s freedom of movement or normal access to his or her body is not restricted.

(iv) Minimal physical contact for the purpose of safely escorting a student from one area to another.

(v) Minimal physical contact for the purpose of assisting the student in completing a task or response.

(4) “Positive behavior interventions and support” means a systematic approach to embed evidence-based practices and data-driven decision making when addressing student behavior in order to improve school climate and culture.

(5) “School employee” means a teacher, paraprofessional, administrator, support staff member, or a provider of related services.

(6) “Seclusion” means a procedure that isolates and confines a student in a separate room or area until he or she is no longer an immediate danger to self or others.

(7) “Seclusion room” means a room or other confined area, used on an individual basis, in which a student is removed from the regular classroom setting for a limited time to allow the student the opportunity to regain control in a private setting and from which the student is involuntarily prevented from leaving.

(8) “Written guidelines and procedures” means the written guidelines and procedures adopted by a school’s governing authority regarding appropriate responses to student behavior that may require immediate intervention.

B. (1) Seclusion shall be used only:

(a) For behaviors that involve an imminent risk of harm.

(b) As a last resort when de-escalation attempts have failed and the student continues to pose an imminent threat to self or others.

(2) Seclusion shall not be used to address behaviors such as general noncompliance, self-stimulation, and academic refusal. Such behaviors shall be responded to with less stringent and less restrictive techniques.

(3) (a) A seclusion room shall be used only as a last resort if and when less restrictive measures, such as positive behavioral supports, constructive and non-physical de-escalation, and restructuring of a student's environment, have failed to stop a student's actions that pose an imminent risk of harm.

(b) A student shall be placed in a seclusion room only by a school employee who uses accepted methods of escorting a student to a seclusion room, placing a student in a seclusion room, and supervising a student while he or she is in the seclusion room.

(c) Only one student may be placed in a seclusion room at any given time, and the school employee supervising the student must be able to see and hear the student the entire time the student is placed in the seclusion room.

(4) A seclusion room shall:

(a) Be free of any object that poses a danger to the student placed in the room.

(b) Have an observation window and be of a size that is appropriate for the student's size, behavior, and chronological and developmental age.

(c) Have a ceiling height and heating, cooling, ventilation, and lighting systems comparable to operating classrooms in the school.

C. (1) Physical restraint shall be used only:

(a) When a student's behavior presents a threat of imminent risk of harm to self or others and only as a last resort to protect the safety of self and others.

(b) To the degree necessary to stop dangerous behavior.

(c) In a manner that causes no physical injury to the student, results in the least possible discomfort, and does not interfere in any way with a student's breathing or ability to communicate with others.

(2) No student shall be subjected to any form of mechanical restraint.

(3) No student shall be physically restrained in a manner that places excessive pressure on the student's chest or back or that causes asphyxia.

(4) A student shall be physically restrained only in a manner that is directly proportionate to the circumstances and to the student's size, age, and severity of behavior.

D. Seclusion and physical restraint shall not be used as a form of discipline or punishment, as a threat to control, bully, or obtain behavioral compliance, or for the convenience of school personnel.

E. No student shall be subjected to unreasonable, unsafe, or unwarranted use of seclusion or physical restraint.

F. A student shall not be placed in seclusion or physically restrained if he or she is known to have any medical or psychological condition that precludes such action, as certified by a licensed health care provider in a written statement provided to the school in which the student is enrolled.

G. A student who has been placed in seclusion or has been physically restrained shall be monitored continuously. Such monitoring shall be documented at least every fifteen minutes and adjustments made accordingly, based upon observations of the student's behavior.

H. A student shall be removed from seclusion or released from physical restraint as soon as the reasons for justifying such action have subsided.

I. (1) The parent or other legal guardian of a student who has been placed in seclusion or physically restrained shall be notified soon as possible. The student's parent or other legal guardian shall also be notified in writing, within twenty-four hours, of each incident of seclusion or physical restraint. Such notice shall include the reason for such seclusion or physical restraint, the procedures used, the length of time of the student's seclusion or physical restraint, and the names and titles of any school employee involved.

(2) The director or supervisor of special education shall be notified any time a student is placed in seclusion or is physically restrained.

J. A school employee who has placed a student in seclusion or who has physically restrained a student shall document and report each incident in accordance with the policies adopted by the school's governing authority. Such report shall be submitted to the school principal not later than the school day immediately following the day on which the student was placed in seclusion or physically restrained and a copy shall be provided to the student's parent or legal guardian.

K. If a student is involved in five incidents in a single school year involving the use of physical restraint or seclusion, the student's Individualized Education Plan team shall review and revise the student's behavior intervention plan to include any appropriate and necessary behavioral supports.

L. The documentation compiled for a student who has been placed in seclusion or has been physically restrained and whose challenging behavior continues or escalates shall be reviewed at least once every three weeks.

M. (1) The governing authority of each public elementary and secondary school shall adopt written guidelines and procedures regarding:

(a) Reporting requirements and follow-up procedures.

(b) Notification requirements for school officials and a student's parent or other legal guardian.

(c) An explanation of the methods of physical restraint and the school employee training requirements relative to the use of restraint.

(2) These guidelines and procedures shall be provided to all school employees and every parent of a child with an exceptionality.

N. (1) The governing authority of each public elementary and secondary school shall report all instances where seclusion or physical restraint is used to address student behavior to the Department of Education.

(2) The Department of Education shall maintain a database of all reported incidents of seclusion and physical restraint of students with exceptionalities and shall disaggregate the data for analysis by school; student age, race, ethnicity, and gender; student disability, where applicable; and any involved school employees.

Credits

Added by [Acts 2011, No. 328, § 1, eff. June 29, 2011](#).

Current through the 2011 First Extraordinary and Regular Sessions.

End of Document

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There being no further business to discuss, a motion was made by Mr. Burleigh, seconded by Mr. Guidry and approved. The meeting was adjourned at 5:00 p.m.

TAKE APPROPRIATE ACTION

A. Approval of Pupil Progression Plan (available for viewing at 3310 Broad Street or online at www.cpsb.org)

Mr. Andrepont made a motion to approve the Pupil Progression Plan, as presented. Mr. Webb seconded the motion. After much discussion, Mr. Dellafosse offered an amendment to the motion, that elementary and middle schools have a minimum of nine grades each nine weeks. Mr. Burleigh seconded the motion. On a vote for the motion as amended, the motion carried on an 8-5 vote; two board members were absent.

B. Approval for CPSB to enter into the District Cooperative of Louisiana with Vermilion Parish School Board

DISTRICT COOPERATIVE OF LOUISIANA

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN:

THE _____ SCHOOL BOARD

and

THE VERMILION PARISH SCHOOL BOARD

I.

This agreement is entered into between **THE _____ SCHOOL BOARD (hereinafter “District”)** and **THE VERMILION PARISH SCHOOL BOARD (hereinafter “VPSB”)**, represented herein by their Superintendents as evidenced by the resolutions previously adopted and attached hereto as exhibits.

II.

LSA-R.S 33:1321 (“The Local Services Law”), et seq., authorizes the execution of agreements between political subdivisions of the State of Louisiana for the acquisition and improvement of any public project.

III.

The VPSB has authorized its staff to establish and operate the District Cooperative of Louisiana (“DCL”). DCL aims to provide both academic and social growth in the critical areas that best promotes the whole student. The belief that districts can come together and share resources is the key to successful students.

DCL is designed to maximize the potential of student learning while allowing members to retain complete control of the outcomes that are individualized to their needs. DCL's ever-revolving

assets will benefit the students of Louisiana and give its educational stakeholders vast resources and educational opportunities.

IV.

The goal of DCL is to combine efforts from both districts and community to promote academic and social success for the students of Louisiana and to maximize student achievement by exhausting all possible resources.

V.

The District Cooperative will:

- Provide a way of utilizing multi-district approaches in capturing student success (innovation in classrooms)
- Seek discounted costs for volume leasing/purchasing
- Challenge notions and assumptions to formulate strategic reform ideas (utilize policies as a lever of change)
- Stay abreast of national trends on curriculum and cognitive methodology advancement
- Leverage resources to plan against capacity deficits

VI.

Each district will:

- Participate (and/or host) DCL ongoing informational sessions around policy updates and strategic initiatives
- Provide access to district stakeholders to problem-solve educational quandaries
- Contribute pertinent educational updates on a regular basis to be included within the newsletter and website
- Provide feedback and input on current programs/initiatives being conducted within your given district.
- Assist in defraying the costs of DCL overhead and operation by contributing an annual payment, due on the effective date of this agreement (July 1, 2014 – June 30, 2015), to the VPSB in accordance with the schedule set forth below:

Tiered Structure annual recurring contribution:

- Less than 1000 students: \$1,000 dollars;
- 1000-5000 students: \$1,500 dollars; and
- Over 5000 students: \$2,000 dollars.

VII.

The term “contract year” shall mean one calendar year from the effective date of this agreement or any renewal thereof. This agreement shall continue from year to year unless cancelled, in writing, by either party, effective at the conclusion of the current contract year. Notice of such cancellation shall be given not less than thirty (30) days prior to the end of the contract year.

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

C. Approval of bond resolution the School Transportation Facilities Project (Buses)

Lake Charles, Louisiana
September 9, 2014

The Parish School Board of Calcasieu Parish, Louisiana, met in regular public session at 4:45 o'clock p.m. on Tuesday, September 9, 2014, at the regular meeting place of said Board in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, pursuant to the

provisions of written notice given to each and every member thereof and duly posted in the manner required by law.

President, Annette Ballard, called the meeting to order and on roll call, the following members were present:

Joe A. Andrepont, Annette Ballard, Billy Breaux, Randall Burleigh, Mack Dellafosse, Clara Duhon, Chad Guidry, Fredman Hardy, Jr., James W. Karr, Sr., Bryan LaRocque, Jim Schooler, Roman Thompson and R. L. Webb

ABSENT: Dale Bernard and Bill Jongbloed

Karl Bruchhaus, Board Secretary, also attended. The meeting was called to order and the roll called with the above results.

Thereupon, the following resolution was introduced, and pursuant to a motion made by Mr. Dellafosse and seconded by Mr. Webb, was adopted by the following vote:

YEAS: Mr. Andrepont, Mr. Breaux, Mr. Burleigh, Mr. Dellafosse, Mrs. Duhon, Mr. Guidry, Mr. Hardy, Mr. Karr, Mr. LaRocque, Mr. Schooler, Mr. Thompson and Mr. Webb

NAYS: None

ABSENT: Mr. Bernard and Mr. Jongbloed

NOT VOTING: President Ballard

GENERAL BOND RESOLUTION

A GENERAL BOND RESOLUTION AUTHORIZING ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED TEN MILLION AND NO/100 (\$10,000,000) DOLLARS OF CALCASIEU PARISH SCHOOL BOARD REVENUE BONDS (SCHOOL TRANSPORTATION FACILITIES PROJECT), SERIES 2014, CONFIRMING THE SALE, PRESCRIBING THE FORM AND FIXING THE DETAILS THEREOF; PROVIDING FOR SECURITY AND PAYMENT OF SAID CERTIFICATES IN PRINCIPAL AND INTEREST; AND CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board (the "Issuer") is a political subdivision of the State of Louisiana within the meaning of Subsection 2 of Section 44 of Article VI of the Louisiana Constitution of 1974, and Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1421, *et seq.*) (the "Act");

WHEREAS, after examining available data, the Issuer has determined that there is a substantial need within the Issuer for acquiring additions and replacements and/or making repairs to the Issuer's school transportation vehicles, facilities and equipment, and that issuance of its Revenue Bonds, in multiple series, will assist the Issuer in alleviating such need; and

WHEREAS, the Issuer desires to incur debt and issue not to exceed TEN MILLION AND NO/100 (\$10,000,000) DOLLARS Revenue Bonds, in multiple series, with each series to be issued for a term of not to exceed twenty (20) years from the date of issue of each series with a final maturity of October 1, 2034, at various rates of interest not to exceed five (5%) percent per annum, in the manner authorized and provided by the Act and as hereinafter provided, to provide ready funds to pay the costs of school transportation vehicles and equipment, title to which shall be in the public (the "Bonds");

WHEREAS, the Issuer acquired approval of the Louisiana State Bond Commission on August 21, 2014, for approval of the issuance, sale and delivery of not to exceed TEN MILLION AND NO/100 (\$10,000,000) DOLLARS of Revenue Bonds of the Issuer, to be used for the purpose of acquiring additions and replacements and/or making repairs to the Issuer's school transportation vehicles, facilities and equipment as may be required (the "Project"), and which Bonds are to be secured by and payable from the income, revenues and receipts derived or to be derived from any sources whatsoever, including the Issuer's excess of annual revenues above statutory, necessary and usual charges, the provision of which, to such extent and in such manner as is now or hereafter contemplated, shall be deemed an authorized public function under the provisions of the Act;

WHEREAS, the Issuer desires to authorize its Superintendent to execute, issue and deliver multiple individual series of the Bonds from time to time, to various purchasers thereof offering terms and conditions most favorable to the Issuer, for purpose of financing the Project;

WHEREAS, the Issuer's Superintendent's determination of the purchaser offering the Issuer the most favorable terms and conditions for purchase of an individual series of the Bonds shall be final and conclusive, and not subject to question in the hands of a bona fide purchaser;

WHEREAS, adoption of this General Bond Resolution shall be considered final action by the Issuer authorizing the Issuer's Superintendent to issue multiple series of the Bonds, from time to time, by execution, issuance and delivery of an individual series of Bonds, a certified copy of this General Bond Resolution and an approving opinion of Bond Counsel;

WHEREAS, the initial series of the Bonds has been negotiated with _____, at a price of 100% of par and accrued interest to date of delivery; and

WHEREAS, the Issuer now desires to provide for issuance of the initial series of the Bonds in the principal amount of ONE MILLION SIX HUNDRED THIRTY THOUSAND AND NO/100 (\$1,630,000) DOLLARS of its Revenue Bonds (School Transportation Facilities Project), Series 2014 (the “Bonds”) to finance acquisition of twenty-two school buses, said Bonds to be secured by and payable from income, revenues and receipts derived or to be derived from any sources whatsoever, including the Issuer’s excess of annual revenues above statutory, necessary and usual charges;

WHEREAS, subsequent series of the Bonds shall not require additional official action by the Issuer, but shall be issued on a parity basis with the initial series of Bond herein authorized, and shall be secured by and payable from the same income, revenues and receipts derived or to be derived from any sources whatsoever, including the Issuer’s excess of annual revenues above statutory, necessary and usual charges;

WHEREAS, the statements contained in this preamble are made factual findings of the Issuer and incorporated by reference in the dispositive provisions of this General Bond Resolution,

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

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

“Act” means Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1421, *et seq*).

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

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

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

“Bonds” means the Calcasieu Parish School Revenue Bonds (School Transportation Facilities Project), authorized by this General Bond Resolution, in the total aggregate principal amount of not to exceed Ten Million and No/100 Dollars (\$10,000,000), to be issued in multiple series, from time to time, with each series to be issued for a term of not to exceed twenty (20) years from the date of issue of each series with a final maturity of October 1, 2034, at various rates of interest not to exceed five (5%) percent per annum, in the manner authorized and provided by the Act and as hereinafter provided, to provide ready funds to pay the costs of school transportation vehicles and equipment, title to which shall be in the public.

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

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

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

“Costs of the Project” means, with reference to any Project, all capital costs incurred or to be incurred for such Project, including but not limited to costs of acquisition of school transportation vehicles and facilities, financing, legal and other fees and expenses related to issuance of such series of the Bonds, reasonable allowance for contingencies, all to the extent permitted by the Act and any rules or regulations promulgated thereunder.

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

“Executive Officers” means, individually and/or collectively, the President, Secretary and Superintendent of the Governing Authority.

“Federal” means the United States of America.

“Governing Authority” means the Calcasieu Parish School Board.

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

“Interest Payment Dates” means April 1 and October 1 in each year commencing April 1, 2015.

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

“Net Revenues” means for the period in question the income, revenues and receipts derived or to be derived from any sources whatsoever, including the Issuer’s excess of annual revenues above statutory, necessary and usual charges.

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

1. Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation.
2. Bonds for which payment or redemption sufficient funds have been theretofore deposited in trust for the Owners of such Bonds, provided that, if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Resolution or waived.
3. Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Resolution.
4. Bonds alleged to have been mutilated, destroyed, lost, or stolen, which have been paid as provided in this Resolution or by law.
5. Bonds for the payment of principal (or redemption price, if any) of and interest on which money or Government Securities or both are held in trust with the effect specified in this Resolution.

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

“Parity Bonds” means the outstanding *pari passu* Bonds of the Issuer authorized in this Resolution executed, issued and delivered by the Issuer’s Superintendent and payable from the Issuer’s Net Revenues in accordance with Section 3 hereof.

“Paying Agent” means Argent Trust Company, N.A., in Ruston, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution, and thereafter “Paying Agent” shall mean such successor Paying Agent.

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

“Project” means school transportation vehicles, facilities and equipment as may be required within the Calcasieu Parish School System.

“Purchaser” means _____, the purchaser of the initial series of Bonds, and shall also mean and refer to the purchaser of any subsequent series of Bonds issued pursuant to this Resolution.

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

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

“Resolution” means this General Bond Resolution authorizing issuance of the Bonds.

“Sinking Fund” shall have the meaning ascribed to such term in Section 13 hereof.

“State” means the State of Louisiana.

“Superintendent” means initially, Karl Bruchhaus, as the ex-officio Secretary of the Issuer, and any subsequent duly elected and qualified Secretary of the Issuer.

SECTION 2. Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Ordinance:

- (a) words importing the singular number shall include the plural number and vice versa;
- (b) all references to particular articles or sections herein are references to articles or sections of this Ordinance;
- (c) the captions and headings herein are solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect;
- (d) the terms “hereby,” “hereof,” “hereto,” herein,” “hereunder” and any similar terms as used in this Ordinance refer to the Ordinance in its entirety and not the particular article or section of this Ordinance in which they appear; and
- (e) the term “hereafter” means after the date of execution of this Ordinance and the term “heretofore” means before the date of the execution of this Ordinance.

SECTION 3. Authorization of Bonds; Maturities. In compliance with and under the authority of the provisions of the Act, and constitutional and statutory authority supplemental thereto, and pursuant to proceedings regularly and legally taken by the Issuer, there is hereby authorized the creation of an indebtedness of not to exceed TEN MILLION AND NO/100 (\$10,000,000) DOLLARS, for, at rates of interest not to exceed five (5%) percent per annum, for a period of not to exceed twenty years from the date of each individual series with a final maturity date of October 1, 2034, to be issued in multiple series on a *pari passu* basis, from time to time, on behalf of and in the name of the Issuer, to be represented by Revenue Bonds of the Issuer, for the purpose of paying the Costs of the Project as may be required within the Calcasieu Parish School System, to be executed, issued and delivered from time to time by the Issuer’s Superintendent, which Bonds shall be secured by and payable from the Issuer’s Net Revenues.

To represent the initial series of said indebtedness, there be and there is hereby authorized issuance of negotiable interest bearing, fully registered Revenue Bonds of the Calcasieu Parish School Board, Series 2014, in the principal amount of ONE MILLION SIX HUNDRED THIRTY THOUSAND AND NO/100 (\$1,630,000) DOLLARS, which Bonds shall be in the denomination of \$5,000 each and any integral multiple of \$5,000 in excess thereof, within a single maturity, shall be

numbered consecutively R-1 upward, shall be dated October 1, 2014, and shall bear interest at the rate or rates hereinafter specified, payable April 1 and October 1 of each year beginning April 15, 2015, both principal and interest being payable at the principal corporate office of Argent Trust Company, N.A., Ruston, Louisiana, and shall mature serially on October 1 of each year and shall bear interest as follows:

<u>MATURITY DATE (Oct. 1)</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE PER ANNUM</u>
2015	525,000	%
2016	545,000	%
2017	560,000	%

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

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

All Bonds issued under and pursuant to the provisions of this Resolution, at no matter what time and of whatever series, (a) shall be issued on a complete parity with all Bonds issued and authorized under this Resolution, (b) shall be secured by, payable from and share equally the lien upon and rights to the Issuer's Net Revenues, (c) shall be executed, issued and delivered by the Issuer's Superintendent, to various Purchasers thereof offering terms and conditions most favorable to the Issuer, for purpose of financing the Project, (d) the Issuer's Superintendent's determination of the

Purchaser offering the Issuer the most favorable terms and conditions for purchase of an individual series of the Bonds shall be final and conclusive, and not subject to question or contest in the hands of a bona fide Purchaser, and (e) adoption of this Resolution shall be considered final action by the Issuer authorizing the Issuer's Superintendent to issue multiple series of the Bonds, from time to time, by execution, issuance and delivery of an individual series of Bonds, a certified copy of this Resolution and an approving opinion of Bond Counsel.

SECTION 4. Redemption Provisions. Those Bonds shall not be subject to redemption prior to maturity.

SECTION 5. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for registration and for transfer of the Bonds (the "Bond Register"), as provided in this Resolution to be kept at the principal office of the Paying Agent, and the Paying Agent is hereby constituted and appointed the Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the Issuer, or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds.

The Bonds may be transferred, registered and assigned, at the expense of the Issuer, only upon the Bond Register upon surrender thereof at the principal office of the Paying Agent and by execution of the assignment form on the Bonds or by other instrument of transfer and assignment in such form as shall be satisfactory to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for such transferred and assigned Bonds within three (3) business days after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds must be in the principal amount denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent will be required to issue, register the transfer of or exchange any Bond during a period beginning (i) at the opening of business on the Record Date, or (ii) with respect to any Bond called for redemption prior to maturity during a period beginning at the opening of business fifteen (15) days before the date of mailing of a notice of redemption of such Bond and ending on the date of such redemption. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond and the Paying Agent shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, that the principal amount of outstanding Bonds of each maturity authenticated by the Paying Agent shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements, subject to the provisions of Section 23 hereof. The Issuer is authorized to prepare, and the Paying Agent shall keep custody of, multiple Bond blanks executed by the Issuer for use in the transfer and exchange of Bonds.

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

SECTION 6. Registered Owner. As to any Bond, the Person in whose name the same shall be registered as shown on the Bond Register required by Section 5, shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

SECTION 7. Form of Bonds. The initial series of Bonds, and each subsequent series, and the endorsements to appear thereon will be in substantially the following, to-wit:

(FACE OF BOND)

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CALCASIEU

REGISTERED

REGISTERED

NO. R-_____

\$

CALCASIEU PARISH SCHOOL BOARD
REVENUE BOND
(SCHOOL TRANSPORTATION FACILITIES PROJECT)
SERIES 2014

DATED DATE: MATURITY DATE: INTEREST RATE: CUSIP NO.
October 1, 2014

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

REGISTERED OWNER:

PRINCIPAL AMOUNT:

September 9, 2014

Lake Charles, Louisiana

or registered assigns, on the maturity date set forth above, the principal amount set forth above, together with interest thereon from the dated date, said interest payable on April 1 and October 1 of each year, commencing April 1, 2015, at the interest rate per annum set forth above until said principal sum is paid. The principal of this Bond upon maturity is payable in lawful money of the United States of America at the principal corporate trust office of Argent Trust Company, N.A., located in Ruston, Louisiana (the Paying Agent/Registrar), or successor thereto, upon presentation and surrender hereof. Interest on this Bond is payable by check mailed on each Interest Payment Date by the Paying Agent/Registrar to the registered owner (determined as of the 15th calendar day of the month next preceding said Interest Payment Date) at the address, as shown on the books of the Paying Agent/Registrar.

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

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

IN WITNESS WHEREOF, the Calcasieu Parish School Board has caused this Revenue Bond to be executed in its name by the manual or facsimile signatures of the duly authorized President and Secretary of the Calcasieu Parish School Board, and the seal of said Issuer to be impressed or imprinted hereon, and this Bond to be dated October 1, 2014.

SCHOOL BOARD

CALCASIEUPARISH

SECRETARY

PRESIDENT

[S E A L]

(LOWER LEFT)

PAYING AGENT/REGISTRAR'S
CERTIFICATE OF REGISTRATION

This Bond is one of the Bonds referred to
in the within mentioned Bond Resolution.

Argent Trust Company, N.A.
in the City of Ruston, Louisiana,
as Paying Agent/Registrar

By:
Date of Authentication:

(REVERSE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of an issue, the Bonds of which are all of like date, tenor and effect, except as to the number, maturity and rate of interest, aggregating in principal the sum of ONE MILLION SIX HUNDRED THIRTY THOUSAND AND NO/100 (\$1,630,000.00) DOLLARS; said Bonds to mature annually, issued pursuant to a General Bond Resolution adopted on September 9, 2014, by the Calcasieu Parish School Board, under the provisions of Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1421, *et seq.*) (the "Act"), for the purpose of acquiring additions and replacements and/or making repairs to the Issuer's school transportation vehicles, facilities and equipment as may be required.

This Bond and the other Bonds of this issue are secured by and payable in principal and interest from the income, revenues, and receipts derived or to be derived from the properties and facilities maintained by the Issuer, or from any other sources whatsoever which, by law or contract, may be made available to the Issuer, including, but not limited to the excess of annual revenues above statutory, necessary and usual charges. The Issuer is obligated to budget annually a sufficient sum of money to pay said Bonds and the interest thereon as they respectively mature, and to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and interest on all outstanding Bonds. For a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the aforesaid General Bond Resolution adopted on September 9, 2014.

The Bonds of this issue shall not be callable for redemption prior to their stated dates of maturity.

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

ASSIGNMENT

FOR VALUE RECEIVED, _____ the undersigned, hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocable constitutes and appoints _____, attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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

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

I, the undersigned Secretary of the Calcasieu Parish School Board, Calcasieu Parish, Louisiana, do hereby certify that the following is a true copy of the complete legal opinion of Joseph A. Delafield., A Professional Corporation, the original of which was manually executed, dated

and issued as of the date of payment for and delivery of the original Bonds of the issue described therein and was delivered to the original purchaser thereof.

Secretary

SECTION 8. Execution of Bonds. The Bonds and any additional series of Bonds authorized herein shall be signed by the Executive Officers of the Issuer for, on behalf of, in the name of and under the corporate seal of the Issuer, and the Legal Opinion Certificate shall be signed by the Secretary of the Governing Authority, which signatures and corporate seal may be either manual or facsimile and the delivery of any Bond so executed at any time thereafter shall be valid although, before the date of delivery, the persons signing the Bonds cease to hold office.

SECTION 9. Obligations of the Issuer. The Bonds and any additional series of Bonds herein authorized shall be secured by and payable in principal and interest from the irrevocable pledge and dedication of the income, revenues, and receipts derived or to be derived from the properties and facilities maintained by the Issuer, or from any other sources whatsoever which, by law or contract, may be made available to the Issuer, including, but not limited to the excess of annual revenues above statutory, necessary and usual charges. Until said Bonds herein authorized shall have been paid in full in principal and interest, the Issuer does hereby obligate itself to budget annually a sufficient sum of money to pay said Bonds and the interest thereon as they respectively mature, and to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and the interest on all outstanding Bonds, after payment in such years of all statutory, necessary and usual charges. It shall be specifically understood and agreed, however, and this provision shall be made a part of this contract, that after the funds have actually been set aside out of the revenues of any year sufficient to pay the principal of and the interest on said Bonds for that year and such funds have been deposited in a Sinking Fund, then any excess of annual revenues remaining in that year shall be free for expenditure by the Issuer for other lawful purposes.

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

interest thereon. This Bond Resolution shall be and remain irrevocable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

SECTION 10. Application of Bond Proceeds; School Transportation Facilities Project Fund. Neither the Purchaser of the Bonds, or any future Purchaser of an additional series of Bonds authorized hereunder, nor the holder of any of them shall in any way be responsible for the application of the proceeds of said Bonds by the Governing Authority or any of its officers. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution. The proceeds derived from the sale of the Bonds, other than accrued interest upon the Bonds to be deposited into the **2014 Revenue Bond Sinking Fund** in accordance with the provisions of Section 13 hereof, shall be deposited into a fund separate and apart from the general funds of the Governing Authority, namely, the “**2014 School Transportation Project Fund**” (the “**2014 School Transportation Project Fund**”) hereby created, and disbursements shall be made from the **2014 School Transportation Project Fund** solely and only for the purposes for which the Bonds are being issued and for which the principal proceeds are hereby appropriated.

Earnings, if any, upon the invested proceeds of the Bonds within the **2014 School Transportation Project Fund** shall be maintained within the **2014 School Transportation Project Fund** and utilized solely and only for the purposes for which the Bonds are being issued.

SECTION 11. Additional Series of Bonds. All additional series of the Bonds (including the Series 2014 Bonds) shall enjoy complete parity of lien on the revenues of the Issuer despite the fact that any of the Bonds may be delivered at an earlier or later date than any other of the Bonds. The Issuer may issue other series of Bonds or obligations payable from or enjoying a lien on its revenues on a parity with the Bonds. It is specifically understood that after funds have been set aside out of the revenues of any year sufficient to pay the principal of and the interest on the Bonds for the then current year and such funds have been deposited in the **2014 Revenue Bond Sinking Fund**, then any excess of annual revenues remaining in that year will be free for expenditure by the Issuer for any other lawful purpose.

SECTION 12. Payment of Bonds. Pursuant to this Resolution there is irrevocably and irrevocably pledged and dedicated an amount sufficient for payment of the Bonds in principal and interest as they shall respectively become due and payable, after payment of all statutory, necessary and usual charges of the Issuer for the current year.

SECTION 13. Sinking Fund. The Issuer covenants to duly and punctually pay or cause to be paid (but solely from the sources provided in the Resolution) the principal of every Bond and the

interest thereon, and premium, if any, on the dates and at the places and in the manner stated in the Bonds according to the true intent and meaning thereof. In order that the said principal, interest and premium, if any, due upon the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer hereby further covenants that it shall create and maintain a Sinking Fund to be designated the **Calcasieu Parish School Board 2014 Revenue Bonds Sinking Fund** (the “**2014 Revenue Bond Sinking Fund**”), to be held by the regularly designated fiscal agent of the Issuer, into which shall be deposited monies sufficient in amount to pay promptly and fully the principal of, interest on, and premium, if any, of the Bonds herein authorized, as they severally become due and payable.

At least one (1) business day prior to any date on which the principal of or interest on any of the Bonds is due to be paid to the Owners thereof, the Issuer shall furnish to the Paying Agent/Registrar funds fully sufficient to pay promptly the principal and interest so falling due on such date. Such funds shall be used by the Paying Agent/Registrar solely for the purpose of paying the principal of, premium, if any and interest on the Bonds in accordance with their terms and the provisions of this Resolution. Monies held in the **2014 Revenue Bond Sinking Fund** may be invested and reinvested upon the written direction of the Issuer in such investments which are authorized by the law of the State of Louisiana for municipal investments, provided, however, that such investments mature at such time or times which will not impede or interfere with the payments required to be made under and pursuant to this Resolution to the Paying Agent/Registrar for the Bonds.

SECTION 14. Legality of Proceedings; Enforceability. The Issuer covenants that it is duly authorized under all applicable laws to authorize and issue the Bonds, and any additional series of Bonds authorized hereunder, and to adopt this Resolution and to pledge the excess of annual revenues of the Governing Authority above statutory, necessary and usual charges, to be pledged in the manner and to the extent provided in this Resolution. The Bonds and the provisions of this Resolution are and will be the valid and legally enforceable special obligations of the Issuer in accordance with their terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally. The Issuer has obligated itself and is bound under the terms and provisions of this Resolution to budget annually, until all of the Bonds, of any series, have been retired as to both principal and interest, a sufficient sum of money to pay the Bonds and the interest thereon as they mature and come due, and to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and the interest on its outstanding Bonds, after payment in such years of all statutory, necessary and usual charges. Nothing contained in this Resolution, however, shall be construed to prevent the Issuer from altering, amending or repealing from time to time, as may be necessary, the resolutions adopted by Governing Authority providing for the levying, imposition and collection of taxes, service charges and other revenues, said alterations, amendments or repeals to be

conditioned upon the continued preservation of the rights of the Owners of the Bonds. The obligation of the Governing Authority to continue to levy and collect taxes and other revenues and to apply the revenues therefrom in accordance with the provisions of this Resolution, shall be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the owners from time to time of the Bonds, or which would in any way jeopardize the prompt payment of principal thereof and interest thereon.

SECTION 15. Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer, and shall be the only representations of the indebtedness as herein authorized and created.

SECTION 16. Resolution a Contract. The provisions of this Resolution and the Bonds shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time of the Bonds and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bonds.

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

SECTION 17. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with issuance of the Bonds herein authorized and having determined the same to be regular, the Bonds shall contain the following recital:

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

SECTION 18. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 19. Notices to Owners. Wherever this Resolution provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already cancelled, shall be promptly cancelled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 21. Mutilated, Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer, the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a *bona fide* Purchaser, the Issuer shall, under the authority of Part XI of Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated,

destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Bonds. Any additional procedures set forth in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 22. Discharge of Resolution; Defeasance. The Bonds or any part thereof, including interest and redemption premiums thereon, if any, may be refunded and the refunding Bonds or bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding Bonds or bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded.

Principal or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

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

SECTION 23. Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of Argent Trust Company, N.A., in the City of Ruston, Louisiana, as the initial Paying Agent is hereby confirmed and approved. Every Paying Agent appointed hereunder shall at all times be a bank or trust company in good standing, located in the State, organized and doing business under the laws of the United States of America or of any state,

authorized under such laws to serve as Paying Agent, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of such officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least \$30,000,000, or assets under management of at least \$25,000,000, and (iii) be subject to supervision or examination by Federal or state authority.

SECTION 24. Non-Arbitrage Representations, Warranties and Covenants. The Governing Authority of the Issuer certifies and covenants that so long as the Bonds remain outstanding, moneys on deposit in any fund in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code or ruling or regulations promulgated thereunder.

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

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

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

(1) there are no moneys, funds or accounts other than those described in Section 10 hereof that the Issuer expects to be available to pay debt service on the Bonds;

(2) no portion of the proceeds of the Bonds will be used as a substitute for other funds which will be used to acquire directly or indirectly securities producing a yield in excess of the yield on the Bonds;

(3) the Issuer has heretofore incurred (or expects within six months after date of the Bonds to incur) a substantial binding obligation with respect to acquisition of the Project approved in the Bond Resolution in the amount of not less than 5% of the estimated total cost of said School Transportation facilities;

(4) the Issuer expects that 100% of the net proceeds of the Bonds, including any reasonably required retainage (not exceeding 5% of the net proceeds of the issue) will be expended on or before October 1, 2017 for the purpose of paying the cost of acquisition of the Project, said date being within three years following the date of issue of the Bonds;

(5) work on acquisition of the Project is expected to proceed with due diligence to completion;

(6) the Project has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the last maturity of the Bonds;

(7) all of the principal proceeds of the Bonds are needed for the purpose stated in the form of Bonds above set out, including expenses incidental to such purpose and to the issuance of the Bonds;

(8) to the best of the knowledge and belief of the Issuer, there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this Section; and

(9) all of the vehicles, equipment and facilities acquired with proceeds of the Bonds shall be domiciled and maintained for so long as the Bonds are Outstanding in Calcasieu Parish, Louisiana.

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

SECTION 25. Printing and Delivery of Bonds. The Executive Officers of the Issuer are hereby empowered, authorized and directed to cause the necessary Bonds to be printed or lithographed, and they are hereby further empowered, authorized and directed to sign, execute and seal all of the Bonds as herein provided and cause the same to be registered with the Secretary of State, all in accordance with the provisions of law and this Resolution.

SECTION 26. Publication. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

SECTION 27. Savings Clause. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but the Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date or dates of this Resolution and of the Bonds which validates or makes legal any provision of this Resolution or the Bonds which would not otherwise be valid or legal, shall be decreed to apply to this Resolution and to the Bonds.

SECTION 28. Bank Qualification. The Issuer has determined that the initial series of Bonds will be designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The Issuer with the assistance of Bond Counsel may determine whether future series of the Bonds may be designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

SECTION 29. Events of Default. If one or more of the following events (“Events of Default”) shall happen, that is to say:

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

(2) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(3) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Resolution, any supplemental resolution or in the Bonds contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the Issuer by the Paying Agent/Registrar, or by the Owners of not less than 25% of the outstanding Bonds; or

(4) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the occurrence and the continuance of any Event of Default the owners of the Bonds, or the Paying Agent/Registrar on their behalf, shall be entitled to exercise all rights and powers authorized under the provisions of law;

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

SECTION 30. Beneficiaries of the Resolution. The provisions of this Resolution are for the sole benefit of the Owners of the Bonds and beneficial owners of the Bonds, and nothing contained herein, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Resolution, and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Resolution or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Bonds at any future date.

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

SECTION 31. Execution. The Bonds shall executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the Executive Officers, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, or engraved or otherwise reproduced thereon. If facsimile signatures are used, then such signatures shall have been registered with the Louisiana Secretary of State in the manner required by La. R.S. 39:244.

SECTION 32. Right to Pledge Net Revenues; Rank of Lien. In providing for the issuance of the Bonds, the Issuer does hereby covenant and warrant that it is lawfully seized and possessed of the Net Revenues, that it has a legal right to pledge the Net Revenues as herein provided, that the Bonds will have a lien and privilege on the Net Revenues subject only to the prior payment from such Net Revenues of Bonds issued on parity with the Bonds and other lawful obligations.

SECTION 33. Records and Accounts; Audit Reports. The Issuer will establish and maintain adequate financial records as required by the law of the State governing financial record-keeping by political subdivisions and in accordance with generally accepted accounting principals for governmental entities and will make these and the following records and reports available to the Owners of their authorized representatives upon request.

The Issuer will cause an audit of its financial statements to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended. Upon completion, but in no event later than six (6) months after the close of the applicable Fiscal Year, the Issuer shall file a copy of such audited financial statements with any Owner requesting same. In addition to whatever matters may be thought proper by the auditors to be included therein, the audited financial statements shall include the following:

- (a) a statement in detail of the income and expenditures of the Issuer for such Fiscal Year;
- (b) a balance sheet of the Issuer as of the end of such Fiscal Year;
- (c) the auditor's comments regarding the manner in which the Issuer has carried out the requirements of the Resolution and the auditor's recommendations for any changes or improvements in the operation of the Issuer or the method of keeping the records relating thereto;
- (d) a list of the insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy;
- (e) an analysis of additions, replacements and improvements to the physical properties of the Issuer's school transportation vehicles, facilities and equipment during the Fiscal Year; and
- (f) an analysis of all funds created pursuant to this Resolution setting out as to each all deposits and disbursements made during the Fiscal Year.

The expenses incurred in the preparation of the audit report required by this Section may be regarded and paid as a maintenance and operation expense of the Issuer.

SECTION 34. Parties Interested Herein. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon or to give to, any person or corporation, other than the Issuer, the Paying Agent and the Owners any right, remedy or claim under or by reason of the Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Owners.

SECTION 35. No Recourse on the Bonds. No recourse shall be had for the payment of the principal of or interest on due Bonds or for any claim based thereon or on this Resolution against any member of the Governing Authority or officer of the Issuer or any person executing the Bonds.

SECTION 36. Successors and Assigns. Whenever in this Resolution the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Resolution contained by or on behalf of the Issuer shall bind and enure to the benefit of its successors and assigns whether so expressed or not.

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

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

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

This Resolution adopted and passed on this 9th day of September, 2014.

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

PERMISSION TO ADVERTISE

Mrs. Ballard read the following items:

A. Staff Uniform Rental and Laundry Service, Maintenance and Transportation Departments/
General Funds

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

B. Batteries for the Transportation Department/General Funds

On a motion to approve by Mr. Schooler and a second by Mr. Webb, the motion carried.

CORRESPONDENCE

Mrs. Ballard read the following items:

A. Change Order Number Two (2) for the Project, "Phase 2- Multipurpose building with adjoining play court, covered unloading, re-roofing, hard surface parking and drainage," District 26 2013 Bond Issue Improvements; Vinton Elementary School; Project Number "EA 2013-05; Ellender Architects & Associates, LLC, Designer; Pat Williams Construction, Inc, Contractor; *Increase* of \$19,519.54 and *Increase* of Thirty (30) days.

On a motion to approve by Mr. Guidry and a second by Mr. Andrepont, the motion carried.

B. Beneficial Occupancy for the Project, "Phase 1-Building Renovations," Vinton Middle School, Project #EA2013-17; Ellender Architects & Associates, LLC, Architect; Bessette Development Corporation, Contractor.

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

EXECUTIVE SESSION

On a motion by Mr. Webb and a second by Mr. Burleigh, the board adjourned into Executive Session at 5:40. Regular Session resumed at 6:07, with a motion by Mr. Webb and a second by Mr. Guidry.

A. Proposed settlement of WC Claim #3897385

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

B. Proposed settlement of Liability Claim #3894730

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

C. Proposed settlement of Liability Claim #3892114

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

D. Proposed settlement of Liability Claim #3892868

On a motion to approve by Mr. Webb and a second by Mr. Hardy, the motion carried; there were two nay votes.

E. Proposed settlement of Liability Claim #3892869

On a motion to approve by Mr. Webb and a second by Mr. Andrepont, the motion carried; there were three nay votes.

F. Proposed settlement of WC Claim #3893347

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

G. Proposed settlement of WC Claim #3897643/Attorney Chris Trahan

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

CONDOLENCES/RECOGNITIONS

Mrs. Duhon asked for a letter of condolence to the family of Mr. Frank Antoine and a letter to the family of Mrs. Lannie Molo. She also asked for a letter of condolence to the family of Mrs. Mary Joubert.

Mr. LaRocque asked for a letter of condolence to the family of Mr. Cecil Musgrove.

Mr. Webb and Mrs. Ballard gave recognition to the staff for the successful opening of the 2014-2015 school year.

Mr. Hardy asked for a letter of condolence to the family of Mrs. Lannie Molo.

Mr. Burleigh asked for a letter of condolence to the family of Mr. Derrick Smith.

Mr. Thompson asked for a letter of condolence to the family of Brandon Bell.

COMMITTEE AGENDA ITEMS

Mr. Hardy asked for information on teachers leaving for grant positions. He also asked for information on credit recovery and seat time.

Mr. Schooler asked for budget information regarding changing all Administrative Intern positions to Assistant Principal positions; Mr. Hardy asked for the same.

Mrs. Duhon asked for more explanation on the financial aspect of seat time.

Mr. Andrepont asked for information on Booster Clubs and fund raising for athletics.

Mr. LaRocque asked for the C&I Committee to present information on Common Core and for the board to become more involved and find common ground as a system.

SCHEDULE COMMITTEES

Budget Committee Meeting.....September 23, 2014, 4:45 p.m.

Curriculum & Instruction Committee Meeting.....October 28, 2014, 4:45 p.m.

Future Committee Items:

Operation Plan for each school, tied to budget

Legislative Updates

Explanation of seat time, credit recovery, grade recovery

Natural gas or propane vehicles

Update of grant positions

Curriculum Update and Balanced Scorecard

On a motion to adjourn by Mr. Burleigh and a second by Mr. Webb, the meeting was adjourned at 6:20 p.m.

Annette Ballard, President

Karl Bruchhaus, Secretary