

Pursuant to LRS 42:19A (1)

Any matter not on the published agenda may be taken up by board only upon unanimous approval of the members present.

An individual wishing to place a matter on the agenda shall submit a request to the Superintendent at least eight (8) days prior to the meeting date, stating the nature of the matter and the time required to present it. (CPSB Policy File: BCBI)

**AGENDA  
CALCASIEU PARISH SCHOOL BOARD  
3310 BROAD STREET  
LAKE CHARLES, LOUISIANA  
Tuesday, May 10, 2022  
5:00 p.m.**

**1. Prayer and Pledge of Allegiance— Mark Young**

**2. Roll Call**

**3. Approval of Minutes**

- A. April 12, 2022
- B. April 26, 2022

**4. Presentations**

- A. Vinton Middle School Vex Robotics Program students/Kacie Wing, Sponsor
- B. Teachers of the Year/Owen Clanton, Administrative Director of Middle Schools
- C. New Teachers of the Year/Owen Clanton, Administrative Director of Middle Schools
- D. Principals of the Year/Robert Pete, Administrative Director of High Schools
- E. Counselors of the Year/Tony McCardle, Director of Career & Tech
- F. Quiz Bowl/All Parish Team/Tonya Moak, Coordinator
- G. Division I State Champions/Barbe Girls' Golf Team/Troy Fontenot, Principal, Barbe High School

**5. Superintendent's Report**

**6. Executive Session**

- A. Discussion of Settlement of Auto Claim #CLAS11767B1/Attorney Kyle Beasley
- B. Discussion of Settlement of Auto Claim #CLAS12045C1/Attorney Ed McGuire

**7. Take Appropriate Action on Executive Session**

- A. Action on Settlement of Auto Claim #CLAS11767B1
- B. Action on Settlement of Auto Claim #CLAS12045C1

**8. Committee Reports**

- A. A&P Committee, April 26, 2022, John Duhon, *Chair*

## **9. Take Appropriate Action**

- A. Revised Proposal for Multilingual Magnet School at Fairview Elementary School
- B. Consideration of ITEP request by Bullwin Enterprises - #20190292-ITE
- C. Approval of Cooperative Endeavor Agreement between CPSB and Southwest Center for Health Services – Kaufman Elementary School
- D. Approval for Head Start Program application for Head Start COVID-19 Grant/\$395,463

## **10. Bid Reports**

- A. Bid #2022-06PC for Administrative Area Modifications at Maplewood Middle and Elementary Schools/District 23 Bond Funds
- B. Bid #2022-08PC for Sam Houston High School Courtyard Improvements/Sales Tax District 3 Funds

## **11. Hurricane Bid Reports for Ratification**

(None)

## **12. Permission to Advertise**

- A. Chemicals for Food Services Department/22-23 School Year/Food Services Funds
- B. Wrecker to be used by the Transportation Department/ESSER Funds
- C. Westwood Elementary School Gymnasium/District 23 Bond Funds

## **13. Correspondence**

- A. Change Order Number Four (4) for the Project, “Brenda Hunter Head Start Improvements, Phase 3,” Bid #2021-08PC; Moss Architects, Inc., Designer; Seth Priola Construction, LLC., Contractor; *Increase* of forty-eight (48) days.

## **14. Condolence/Recognition**

## **15. Schedule Committees**

May 24, 2022.....Special Called Board Meeting, 5:00 p.m.  
Budget Committee (to follow)  
C&I Committee (to follow)

## **16. Adjourn Meeting**

## **DATE, TIME, PLACE OF MEETING**

The Calcasieu Parish School Board Meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, April 12, 2022, at 5:00 p.m.

The meeting was called to order by Annette Ballard, President. The prayer and pledge were led by Mack Dellafosse.

## **ROLL CALL**

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

## **APPROVAL OF MINUTES**

A On a motion by Mr. Dellafosse and a second by Mr. Tarver the Minutes of March 15, 2022, were approved on a unanimous vote.

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

## **PRESENTATIONS**

A. Students of the Year/Dr. Jill Portie, Administrative Director of Elementary Schools

**Elementary Division Winner** – Anna Catherine Alcock, T.S. Cooley Elementary School  
Camri Lynay Clark, Runner-Up/DeQuincy Elementary School

**Middle School Division Winner** – Kennedi Elaine Marie Brown, S.P. Arnett Middle School  
Kathryn Elizabeth Armentor, Runner-Up/Iowa Middle School

**High School Division Winner** – Alonnie J. Celestine, Alfred M. Barbe High School  
Ja’Naya Lorraine Woodard – Runner-Up/Washington-Marion High School

## **SUPERINTENDENT’S REPORT**

Mr. Bruchhaus gave the following report:

- I. You have each received the monthly Head Start report:  
**Program Governance**

- Policy Council meeting was held on March 21, 2022. The following items were approved:
  - ✓ March's Policy Council Minutes
  - ✓ March's Director's Report
  - ✓ March's Attendance Report
  - ✓ March's Financial Report
  - ✓ 2022-2023 Eligibility Criteria
- Head Start Focus Area #1 Monitoring Review conducted in March 2022. Calcasieu Parish School System was determined compliant in all areas.

2. You have all received the school population report, showing the student numbers from the end of February 2022 to the end of March 2022. Our count stands at 27,659 compared to 31,730 on February 1, 2020.

3. I would like to report our March 2022 sales tax numbers for our general fund which show collections at \$488,275 or 3.7% above budget for the 9th month of the 2021-2022 school year.

- Collections are \$617,597 or 4.8 % above collections for the same month last year.
- After nine months, collections are \$15,764,965 or 12.8 % above budget and \$15,280,187 or 12.4 % above the same period last year!

4. Hurricane Information: The summary information was in your packet. We will close on the last \$25 million loan at end of month or early May. The weekly FEMA zoom calls continue. 20 permanent projects advanced to regional office – likely 45 days out from funding – represents \$40 + million.

#### 5. 2 Successful Fiscal Monitorings

Federal Programs – 19-20 Grants

Head Start – 20-21 Grant

6. Just a reminder that your Tier 2 Personal Financial Disclosure Statement is due to the Louisiana Board of Ethics by May 15. If you would like for us to fax that for you and keep a permanent copy in your file, please let us know.

### **EXECUTIVE SESSION**

On a motion by Mr. Duhon and a second by Mr. Hardy, the Board adjourned into Executive Session at 5:19 p.m. on a unanimous vote. The Board returned to Regular Session at 5:27 p.m. on a motion by Mr. Breaux, seconded by Mr. Tarver and a unanimous vote.

A. Discussion of Settlement of WC Claim #CPSC-12452/Attorney Kyle Beasley

### **TAKE APPROPRIATE ACTION/EXECUTIVE SESSION**

A. Action on Settlement of WC Claim #CPSC-12452/Attorney Kyle Beasley

On a motion to settle Claim #CPSC - 12452 by Mr. Hardesty and seconded by Mr. Hardy, the

motion carried on a unanimous vote.

## **COMMITTEE REPORTS**

A. Budget Committee/March 29, 2022/Russell Castille, *Chair*

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

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Tuesday, March 29, 2022, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer and pledge were led by Mr. Alvin Smith. A quorum was present.

Present: Russell Castille - Chair, committee members John Duhon, Glenda Gay, Damon Hardesty, Fred Hardy, Aaron Natalie, Dean Roberts, Alvin Smith, Desmond Wallace, and Wilfred Bourne – Secretary. Other Board member present was Annette Ballard

Absent: Eric Tarver, Billy Breaux, and Mack Dellafosse

Mr. Castille called the meeting to order.

Mr. Bourne presented the first item on the agenda. 2021-2022 General Fund Budget Revision #2 includes Revenues and Other Sources of Funds of \$354,092,580, an increase of \$15,276,690, and Expenditures and Other Uses of Funds of \$358,029,086, an increase of \$23,043,838, over the original budget. General Fund Budget Revision #2 projects a current deficit of \$8,852,114 resulting in a projected unassigned fund balance of \$21,168,687 or 5.98% of projected revenues.

On a motion by Mr. Hardesty, seconded by Mr. Roberts, it was recommended that General Fund Budget Revision #2 for 2021-2022 be approved as presented. The motion passed.

**Mr. Castille offered a motion to approve; a second was not needed and the motion carried on a unanimous vote.**

Next, Mr. Bourne presented an extensive review of the Annual Comprehensive Financial Report. The 2021 fiscal year had a General Fund surplus of \$16,655,664 after other sources and uses of funds. The General Fund had a total ending fund balance of \$88,199,911 with \$30,020,801 unassigned.

Also, Freddy Smith and Don McLean, Audit Managers with Postlethwaite and Netterville, our external auditing firm, presented their audit results for the School Board's ACFR for the fiscal year ending June 30, 2021. The School Board received an unmodified, clean audit opinion.

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

from the Association of School Business Officials International for the past 38 years and certificates of achievement for excellence in financial reporting for the past 32 years from the Government Finance Officers Association.

On a motion by Mr. Hardesty, seconded by Mr. Smith, the 2020-2021 Annual Comprehensive Financial Report, Single Audit Report, and Management Report, were approved as presented.

**Mr. Castille offered a motion to approve; a second was not needed and the motion carried on a unanimous vote.**

Next, a proposal to fund a Multilingual Magnet Elementary School with funds from the Reimagine Innovation Grant was presented by Monique Roberts and Laurie Cunningham. The CPSB Word Languages/EL Department has been awarded the LDOE “Reimagine Innovation Grant” with the purpose of expanding and strengthening the existing immersion and English language programs. Fairview Elementary’s current site has been chosen as the optimal location for this magnet school.

On a motion by Mr. Roberts, seconded by Mr. Smith, it was recommended that the proposal to accept the Grant be accepted with the stipulation that the Grant Coordinators come back to the Board with a revised plan for final acceptance. The motion for Fairview to accept the Grant passed.

**Mr. Castille offered a motion to sign the initial agreement in order to pursue the MOU, but any upcoming changes at Fairview would be brought back to the Board for review and approval. A second was not needed and the motion carried on a unanimous vote.**

The next item presented was school audits. Mr. Foster, Internal Auditing Director, briefly discussed several school audits and recommended that the following audits be approved: School audits for Barbe High, CPAS East, DeQuincy Middle, Starks High, Sulphur High, and Pearl Watson Elementary. With the exception of Barbe High, there were no significant deficiencies. Barbe High received an audit grade of unsatisfactory due to significant findings regarding Regulation, internal controls, school policies and procedures, and/or prudent business practices. The School Administration has been notified and the exceptions have been corrected. Also discussed, was a revision to the Travel Reimbursement Policy regarding controls to follow while attending out of parish trips involving students.

On a motion by Mr. Duhon, seconded by Mr. Hardy, the school audits and the revision to the Travel Reimbursement Policy were approved as presented.

**Mr. Castille offered a motion to approve; a second was not needed. Mr. Roberts asked that it be on the record that he would like future discussion regarding discipline and policies to keep this type of audit finding from**

**happening in the future. The motion to approve carried on a unanimous vote.**

Mr. Bourne then gave an update on the Per Pupil Expenditure Report. This was for information purposes only and did not require any action.

There being no further business to discuss, on motion by Mr. Roberts and seconded by Mrs. Ballard, the committee adjourned the meeting at 7:22 p.m.

**B. Discipline Policy Review Committee/April 5, 2022**

**Mr. Bruchhaus gave the following report. The list of recommended revisions in the Student Code of Conduct, as approved by the Discipline Committee on April 5, 2022, is available for viewing at the end of this document and as a portion of the Minutes posted at [www.cpsb.org](http://www.cpsb.org). The Board clarified a few of the revisions and the nature of the process.**

**#9 Addition to Safety Protocol Measures regarding assault by a student. Mr. Castille asked that school bus aide be included in the wording of item 9 in the revisions:**

**“Assault on a school teacher, meaning any teacher, instructor, administrator, staff person, employee, teacher aid, paraprofessional, school bus driver, food service worker, and other clerical, custodial, or maintenance personnel”.**

**Mr. Hardy asked that schools have a day to teach students about bullying and murderous acts.**

**Mr. Dellafosse asked that from now on, the Discipline Committee include only 1 person from any particular school and a parent on the committee should have a child in our CPSB schools.**

**Mr. Tarver stated that he agreed that it would be better to not have two members from any one school and that discipline in schools should be enforced.**



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

**TAKE APPROPRIATE ACTION**

Mrs. Ballard read the following:

**A. Public hearing to consider and take appropriate action on application of Elite Charter Academy**

On January 24, 2022, Cathy S. Banks, President/CEO of Elite Charter Academy, submitted a letter of intent to apply during the Spring 2022 Charter Cycle for Elite Charter Academy as a Type I Charter School. Accompanying documents, with the letter of intent as required by the State, were submitted by email as well.

Staff contracted with Dr. Brett Welch, Associate Professor of Educational Leadership and Associate Dean of Graduate Studies at Lamar University, to conduct the required independent evaluation according to the State rubric. Dr. Welch has submitted his review and has provided feedback to the applicant.

Mrs. Ballard stated that this was a public hearing.

Blue cards to address the Board:

Ethel Fields  
Cathy Banks  
Hilda Marcel  
Darthester Hall  
Lillian Simon

After discussion, Mr. Breaux offered a motion to reject the application, with a second by Mr. Duhon. On a roll call vote, the motion carried 14-0.

Reject: Mrs. Ballard, Mr. Breaux, Mr. Bujard, Mr. Castille, Mr. Dellafosse, Mr. Duhon, Mrs. Gay, Mr. Hardesty, Mr. Hardy, Mr. Natali, Mr. Roberts, Mr. Smith, Mr. Tarver, Mr. Wallace.

Mr. Young left prior to this item and was not available for the vote.

**B. Approve assignment and assumption agreement with Arrighi Contractors, LLC**

(This agreement is available for viewing at the end of this document and in the Minutes at [www.cpsb.org](http://www.cpsb.org)).



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

**C. Re-appointment of Charles Dalglish as CPSB representative on Chennault International Airport Authority Board (West Side)**

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

**D. Re-appointment of Tad Martin as CPSB representative on Chennault International Airport Authority Board (East Side)**

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

**E. Approval of CPSB Acceptable/Responsible Use Policy for internet and district network resources**

(This item is available for viewing at the end of the document and in the Minutes at [www.cpsb.org](http://www.cpsb.org)).

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

**HURRICANE BID REPORTS FOR RATIFICATION**

Mrs. Ballard read the following:

**A. Hurricane Laura Repairs/CPSB Administration Building/Freezer and Cooler Replacement/Reject Bids – Too few bidders under FEMA standards**

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

**BID REPORTS**

Mrs. Ballard read the following:

**A. Bid #2022-07PC for Phase 5, Entry Lobby Addition and New Paved Parking/Washington-Marion High School/District 31 Bond Funds**

**BID REPORT**

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

**DATE:** April 7, 2022

**DESCRIPTION:** Phase 5 - Entry Lobby Addition & New Paved Parking Washington - Marion High School

APRIL 12, 2022

**FUNDS:** SD # 31 Bond Funds

**BID NUMBER:** 2022-05PC

**DESIGNER:** Ellender Architects & Associates LLC

CONTRACTOR		BASE BID
Hackley Enterprises, LLC		No Bid
Seth Priola Construction LLC		\$3,184,000.00
Pat Williams Construction, LLC		\$3,100,000.00
Central Auction House	VPG Construction	\$4,300,000.00

The Committee recommends award of the contract to:

Pat Williams Construction  
LLC

BASE BID

\$ Three Million One Hundred Thousand Dollars  
and NO/100  
as the lowest qualified bidder meeting  
specifications.

After discussion from Mr. Hardy about a possible upcoming change order, Mr. Dellafosse offered a motion to defer this item until the May 10<sup>th</sup> meeting. Mrs. Gay seconded the motion and the motion carried on a unanimous vote.

**B. Bid #2022-07PC for Additions to Westlake High School/District 23 Bond Funds**

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

**DATE:** April 8, 2022

**DESCRIPTION:**

Additions to Westlake High School

**FUNDS:** SD # 23 Bond Funds

**BID NUMBER:** 2022-07PC

**DESIGNER:** King Architects, Inc.

CONTRACTOR	BASE BID
Miller & Associates Development Co Inc	\$2,674,000.00

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Gunter Construction Inc.	No Bid
Shannon Smith Construction	\$2,663,000.00
Ryder & Ryder , LTD	\$2,110,000.00
VPG Construction	\$2,991,000.00
Dunhill Development & Construction	No Bid
Garden City Construction Co Inc	\$2,945,000.00
Diversified Construction	\$2,888,000.00

The Committee recommends award of the contract to:

Ryder & Ryder, LTD

(Base Bid) in the amount of: \$ 2,110,000.00

Two Million One Hundred Ten Thousand Dollars and No/100

as the lowest qualified bidder meeting specifications.

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

C. Bid #2023-08 for Food (Milk, Produce, Bread)/Food Services Department

BID # 2023-08 – Food (Milk/Produce/Bread) Bids Opened on March 21st, 2022 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

Capital City (produce)  
Borden's (milk)  
Bimbo (bread)  
Supreme Rice  
DFA Milk, No Bids  
CCP Fresh, No Bids

BID RESULTS AS FOLLOWS:

Award to:

Capital City (produce)  
Borden's (milk)  
Bimbo (bread)

THE STAFF RECOMMENDS AWARDING Capitol City, Borden's, Bimbo Bakery AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

### **PERMISSION TO ADVERTISE**

Mrs. Ballard read the following:

A. Bell City High School/Second Floor Addition to Gymnasium/Bell City Maintenance Fund

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

B. Band instruments for all schools with band programs/ESSER Funds

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

### **CONDOLENCES AND RECOGNITIONS**

Mr. Duhon asked for a letter of condolence to Mrs. Juanita Wilkinson at the loss of her husband.

Mrs. Ballard and Mr. Dellafosse congratulated LaGrange Theater Coach Shelly Buller and her students for the recent production of Lion King.

Mr. Bujard and Mr. Castille congratulated the Vinton Middle School students on their upcoming Robotics competition in Dallas.

Mr. Hardy asked for the following:

A letter of condolence to the family of Mr. Arthur Hampton  
A letter of condolence to the family of Mrs. Alva Lapointe.  
A letter of condolence to the family of Mr. Andrew Gallien  
A letter of condolence to the family of Mrs. Bonnie Smith  
A letter of recognition to Supreme Court Judge Ketanji Brown Jackson

### **SCHEDULE COMMITTEES**

March 29, 2022/5:00 p.m./Budget Committee

APRIL 12, 2022

April 26, 2022/5:00 p.m./A&P Committee

**ADJOURN MEETING**

On a motion to adjourn by Mr. Hardesty and a second by Mr. Smith, the meeting was adjourned at 7:15 p.m. on a unanimous vote.

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Annette Ballard, President

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Karl Bruchhaus, Secretary

# CPSB 2022-2023 STUDENT CODE OF CONDUCT REVISIONS

Approved by CPSB Discipline Committee Meeting on April 5, 2022

Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATION
1 Cover Sheet Addition & Update Table of Contents	<b>REVISED 2022-2023</b> <b>Update Table of Contents with Approved Changes</b>	Update for 2022-2023 School Year
2 Dress Code Expectations	7. Shirts may or may not <del>must</del> be tucked in. at all times. 10. Socks (or stockings/tights for girls) are required and may be of any color <del>should be hunter green, navy blue, khaki, black or white</del> with no emblem, logo or decoration and must cover the ankle and be visible.	Recommendation from School Administrator to address special needs of students
3 Dress Code Expectations	13. Heavy coats and jackets worn to and from school and/or outdoors are not restricted, <del>but all heavy coats and jackets are to be removed and stowed away once students are indoors;</del> recommended colors of navy blue, white, khaki and hunter green, <del>jackets are allowed in the classroom if without a hoodie.</del>	Recommendation from School Administrator to allow students to wear heavy coats in class during cold winter days
4 Page Other Dress Code Expectations	Prohibited items that distract from the learning environment include bandannas, hair rollers, extreme hairstyles, <del>psychedelic-unnatural</del> hair colors, lines, letters, or designs shaved in the head.	Recommendation from School Administrator to provide better clarification

# CPSB 2022-2023 STUDENT CODE OF CONDUCT REVISIONS

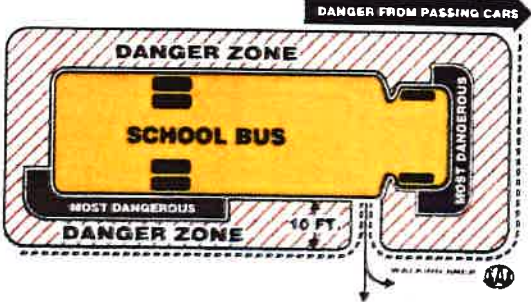
Approved by CPSB Discipline Committee Meeting on April 5, 2022

Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATION
5 Student Cell Phones & Personal Devices	<p>All students in CPSB schools are assigned a device to use for instruction. No student, unless authorized by the school principal or his/her designee, shall use or operate any device which records sound and/or images, electronic telecommunication device, in any elementary, middle or secondary school building, or on the grounds during the instructional day or in any school bus or other school system vehicle used to transport public school students.</p>	To update student personal device expectations
6 Addition to AUP for Internet & District Network Resources	<p>Guidelines below are provided so that students and are aware of the responsibilities students accept when they use District owned devices, software, and email on the CPSB Network. In general, this requires efficient, ethical, and legal utilizations of all technology resources.</p> <p>.....</p> <p>However, no filtering system is capable of blocking 100% of the inappropriate material available on the internet.</p> <p>.....</p> <p>Users shall be responsible for maintaining the confidentiality of passwords. Under no condition should the student give his/her password to others nor post the password in written form to be viewed by others. Likewise, using another person's password to gain access is not permitted.</p> <p>.....</p> <p>Users will not use CPSB Technology resources to participate in cyberbullying. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or mean content about someone else. It can also include sharing personal or private information about someone else causing embarrassment or humiliation.</p> <p>.....</p> <p>All devices are to be set up and maintained by CPSB for network administration, management and security. Removing a device from the CPSB management without permission of a CPSB tech support staff member will be considered an act to circumvent district network security and is strictly prohibited.</p> <p>.....</p> <p>User activity and files residing on the CPSB's technology resources will be treated as district property subject to control, inspection, and/or search by School Board personnel.</p>	Update AUP to address student devices and to provide better clarification



# CPSB 2022-2023 STUDENT CODE OF CONDUCT REVISIONS

Approved by CPSB Discipline Committee Meeting on April 5, 2022

Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATION
7 Revision to School Bus Conduct	<p><del>A bus suspension does not necessarily mean a suspension from school.</del></p> <p>Arrive 5-10 Minutes prior to the scheduled stop time.</p>	Better clarification
8 Addition of Bus Danger Zone Image Safety Protocol Measures		School Administrator & Transportation Director request to Increase Safety Notification and clearly stated expectations
9 Addition to Safety Protocol Measures	<p>As per Louisiana RS 14:38.2</p> <p>Assault on a school teacher</p> <p>A. (1) Assault on a school teacher is an assault committed when the offender has reasonable grounds to believe the victim is a school teacher acting in the performance of his duties.</p> <p>(2)(a) For purposes of this Section, "school teacher" means any teacher, instructor, administrator, staff person, or employee of any public or private elementary, secondary, vocational-technical training, ..... For purposes of this section "school teacher" shall also include any teacher aid and paraprofessional, <b>school bus driver</b>, food service worker, and other clerical, custodial, or maintenance personnel employed by the city, parish, or other local public school board.</p> <p>(2) If the assault was committed by someone who is not a student, upon conviction, the offender shall be fined not more than two thousand dollars or imprisoned with or without hard labor for not less than one year nor more than three years, or both.</p>	Transportation Director request to Increase Safety Notification and clearly stated expectations

# CPSB 2022-2023 STUDENT CODE OF CONDUCT REVISIONS

Approved by CPSB Discipline Committee Meeting on April 5, 2022

Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATION
10 Parent/Guardian/Non-CPSB Employee for Campus, Bus & School Sponsored Events	Addition: "when mandated by a qualifying state or local authority"	To address previously mandated safety protocol measures and possibly future mandates
11 Level 2 & 3A Infractions Bus Disturbance	Remove Level 2 Infraction  <del>Level 2 Bus Disturbance</del> <del>Student performs any behavior that interrupts the daily routine(s) of school bus operations that compromises the safety of others.</del> <del>Examples: Throwing Objects or any behavior that affects the driver's ability to maintain control.</del>  <u>Level 3A Bus Disturbance</u> Student performs any behavior that interrupts the daily routine of school bus operations and compromises the safety of others. Examples: Throwing objects, not seated properly on bus or any behavior that distracts the bus driver and/or compromises the safety of others and affects the driver's ability to maintain control.	Bus Violation is addressed in Level 1  Level 2 Bus Disturbance is being removed and Level 3A Bus Disturbance will combine both Level 2 and Level 3A verbiage
12 Computer Abuse Level 2 Infraction  Computer Abuse Level 3A Infraction  Computer Abuse Level 3B Infraction	Remove Level 2 Infractions Computer Abuse  <del>Level 2 Computer Abuse (Account/Access Issues)</del> <del>Student engages in inappropriate use of computer that violates AUP.</del> <del>Example: User accounts and downloading issues</del>  Remove Level 3A Infraction Computer Abuse <del>Level 3A Computer Abuse (Illegal Accessing Activity)</del> <del>Student engages in inappropriate use of computer that violates AUP.</del> <del>Example: User uses CPSB domain to try to access unauthorized or inappropriate sites, materials, etc.</del>  Revise Level 3B Infraction Computer Abuse <u>Level 3B Computer Abuse (Illegal Accessing Activity):</u> Student engages in inappropriate use of computer that violates AUP. Example: User uses CPSB domain to engage in any illegal activity, including posting personally identifiable information, try to access unauthorized or inappropriate sites, materials, Using another person's password, attempting to install any software, get around the firewall or hack the network	To reduce redundancy since Computer Abuse/Misuse is addressed in Level 1, Level 3 and Level 4  Combine Level 3A definition with Level 3 B eliminating the need for Level 2 and Level 3A  (Computer Abuse/Misuses will be addressed in Level 1, Level 3B and Level 4)  Combined definition to include current behavior infractions

# CPSB 2022-2023 STUDENT CODE OF CONDUCT REVISIONS

Approved by CPSB Discipline Committee Meeting on April 5, 2022

Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATION
13 Addition of Level 4 Infraction	<u>Abuse or Misuse of Technology</u> Student engages in any use of technology, (examples can include use of smart watch, cell phones, cameras, audio/video players or recorders, images, texting) that violate the privacy of students or staff using social media platforms or any other electronic or digital means to spread content that threatens the safety of others or creates a hostile educational environment that impedes the ability of another student or others to participate or benefit from the educational program.	To address more serious Misuse of Technology behavior infractions
14 Revision of Level 4 Infractions	<u>Public Indecency, Lewdness, or Exposure:</u> Student engages or attempts to engage in actions that include but are not limited to exposing of body parts in public view with the intent to shock or intimidate others etc. <del>that results in the creation of a hostile educational environment that impedes the ability of others to participate in or benefit from the educational program.</del>	To reduce confusion between Sexual Harassment definition
15 Possession/Use of Electronic Smoking Device	Propose Progressive Disciplinary Consequences for Possession/Use of Electronic Smoking Device 1st Offense Possession/Use of Electronic Smoking Device Out of School Suspension 2nd Offense Possession/Use of Electronic Smoking Device Student may be recommended for Expulsion	Reflect Louisiana Laws addressing increased danger of Electronic Smoking Devices and address major increase in Possession/Use of Electronic Smoking Device Behavior Infractions



TO: Members, Discipline Policy Review Committee

FROM: Jeanice Biondini, Discipline & Behavior District Coordinator

DATE: March 25, 2022

SUBJECT: Discipline Policy Review Committee Meeting

Jeanice Biondini, Chairman, has called an CPSB Discipline Policy Review Committee Meeting for **Tuesday, April 5, 2022 at 10:00 am** in Board Room at 3310 Broad Street, Lake Charles, Louisiana. Social distancing of Committee Members and attendees will be maintained.

### **AGENDA**

#### **1. Student Code of Conduct Revisions to CPSB Student Code of Conduct**

##### **Discipline Policy Review Committee Meeting Members**

Shiela Pizzolatto	Brian Smith	Haley Duplechin
Kimberly Wimberley	Lauren Chatman	Karen Andrews
Cassandra Austin	Crystal Baggett	Eric McDonald
Richard Nunez	Aaron McDonald	Michael Cuba
Annette Ballard	Jeanice Biondini	
Razonda Landry	Kathy LeBlanc	

*Building Foundations for the Future*

Revised March 2022

Makeup of Discipline Committee as per § 416.8. Discipline policy review committees. school option

A. (1)(a) Each city and parish school board shall establish a discipline policy review committee composed of sixteen members as follows: (**voting members are indicated in bold type**)

(i) **Five classroom teachers** to be elected by their peers with at least one teacher each representing an elementary, middle or junior high, and high school.

1. **Shiela Pizzolatto, Teacher, Nelson Elementary School**
2. **Brian Smith, Teacher, Nelson Elementary School**
3. **Kathy LeBlanc, Teacher, Sulphur High School**
4. **Kimberly Wimberley, Teacher, Sulphur High School**
5. **Lauren Chatman, Teacher, S. P. Arnett Middle School**

**Non-voting advisory member of the committee**

*Michelle Evans, Teacher, LaGrange High School*

(ii) **One special education teacher** to be elected by his peers.

1. **Haley Duplechin, SPED Teacher, Positive Connections Elem**

(iii) **Two guidance counselors** to be elected by their peers.

1. **Cassandra Austin, Counselor, S. J. Welsh Middle School**
2. **Crystal Baggett, Counselor**

(iv) **Two principals** to be elected by their peers, **one representing an elementary school and one representing a high school.**

1. **Karen Andrews, Principal, Henry Heights Elementary**
2. **Richard (Scott) Nunez, Principal, Bell City High School K-12**

**Non-voting advisory member of the committee**

*Angela Guillory, Principal, Moss Bluff Middle*

(v) **One school bus operator** to be elected by his peers.

1. **Aaron McDonald, Transportation Director**

(vi) **One child welfare and attendance supervisor** to be elected by his peers.

1. **Eric McDonald, CWA Supervisor**

**Non-voting advisory member of the committee**

*Keith LeLeux, CWA Director*

*Forrest (Wayne) Smith, CWA Supervisor*

(vii) **One school board member** to be elected by his peers.



**1. Annette Ballard, CPSB School Board Member**

**(viii) The local superintendent or his designee.**

**1. Jeanice Biondini (Superintendent designee)**

**(ix) Two parents to be appointed by a method as provided by rules and regulations adopted by the State Board of Elementary and Secondary Education**

**1. Michael Cuba, Parent**

**2. Razonda Landry, Parent**

**Non-voting advisory members of the committee**

1. Gregory Belfour, Attorney
2. Shannon Lafargue, Chief Academic Officer
3. Robert Barrentine, Chief Operating Officer
4. Mike Hill, Coordinator of Pupil Appraisal
5. Krystal Briley, Virtual Program Coordinator
6. Kim LeBlanc, Chief Technology Officer
7. Michael Duff, Dean of Discipline, F K. White Middle School
8. Jill Portie, Director of Elementary Schools
9. Owen Clanton, Director of Middle Schools
10. John Spikes, Director of Federal Programs
11. Robert Pete, Director of High School
12. Betty Washington, Director of Special Education
13. Carolyn Thomas, District Consultant
14. Pamela Edwards, Elem SPED Behavior Facilitator
15. Dana Simien, Alt Programs SPED Behavior Facilitator
16. Donna Gross, Middle/High Behavior Facilitator

**Non-voting advisory members of the committee**

**(Assistant Principals)**

17. Marlana Collins, Elementary AP, St. John Elem
18. Kim Dowers, Elementary AP, E. K. Key Elementary
19. Jerome Goodly, High School AP, Barbe High
20. Andrew Patton, High School AP, Sulphur High
21. Gregory Gauthier, Middle School AP, Oak Park Middle
22. Renee LeJeune, Middle School AP, S. J. Welsh Middle

**ASSIGNMENT AND ASSUMPTION AGREEMENT WITH OWNER AND SURETY CONSENT**

THIS AGREEMENT is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and among the Calcasieu Parish School Board (hereinafter "CPSB"), Arrighi Contractors, LLC (hereinafter the "Assignor"), GROUP Contractors, LLC (hereinafter "Assignee"), and Western Surety Company ("Surety"), and is effective January 1, 2022.

WHEREAS, CPSB and Assignor have previously entered into a certain written contracts for Hurricane Repairs including the following:

- Contract Between Owner & Contractor and Performance & Payment Bond for Vinton High School Hurricane Repairs Calcasieu Parish School Board HL-056-03, recorded in the Calcasieu Parish Mortgage records at file number 3439222, Book 5773, Page 464
- Contract Between Owner & Contractor and Performance & Payment Bond for Frasch Elementary School, Hurricane Laura Damages Restoration Program Calcasieu Parish School Board HL-019-01, recorded in the Calcasieu Parish Mortgage records at file number 3435166, Book 5752, Page 772
- Contract Between Owner & Contractor and Performance & Payment Bond for Iowa High School – Repairs to Football Stadium, HL-026-04, recorded in the Calcasieu Parish Mortgage records at file number 3435169, Book 5752, Page 782
- Contract Between Owner & Contractor and Performance & Payment Bond for Hurricane Laura Repairs, Calcasieu Parish School Board, Main Building Package, Oak Park Middle School, 2200 Oak Park Blvd, Lake Charles, Louisiana 70601, School LOC Code: HL-044-01, recorded in the Calcasieu Parish Mortgage Records at file number 3435174, Book 5752, Page 827
- Contract Between Owner & Contractor and Performance & Payment Bond for Hurricane Laura Damages Restoration – CPSB CPAS E, E Rishe, HL-745-01, recorded in the Calcasieu Parish Mortgage records at file number 3435176, book 5752, Page 853
- Contract Between Owner & Contractor and Performance & Payment Bond for Cypress Cove Elementary School Hurricane Repairs, Calcasieu Parish School Board, HL-045-01 recorded in the Calcasieu Parish Mortgage records at file number 3439226, Book 5773, Page 497

as may have been amended from time to time by duly authorized Change Orders (collectively the "Arrighi Contracts");

WHEREAS, Assignor and Assignee are each wholly owned subsidiaries of GROUP Industries, LLC;

WHEREAS, Assignor wishes to assign and Assignee agrees to assume all of the obligations, responsibilities, and liabilities of the Arrighi Contracts;



WHEREAS, CPSB, subject to the terms hereto, consents to the assignment and assumption of the Arrighi Contracts; and

WHEREAS, Surety issued performance and payment bonds on the Arrighi Contracts and consents to and agrees to be bound by the terms of the performance and payment bonds issued for the Arrighi Contracts in favor of CPSB;

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Arrighi Contracts and Liabilities:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants and assigns to the Assignee all of the right, title and interest in and to the Arrighi Contracts including all liabilities, duties and obligations of Assignor arising out of or relating to the Arrighi Contracts from the effective date of this agreement forward. Such assignment includes, but is not limited to, Assignor's obligations to perform the Arrighi Contracts, pay its subcontractors, materialmen, and laborers, and the right to receive payment of all monies which would have otherwise been due Assignor prior to the effective date of this Agreement. Notwithstanding the foregoing, CPSB retains all of its contractual and other rights concerning the Assignor's performance under the Arrighi Contracts including, but not limited to, CPSB's rights of review, approval, acceptance, and/or rejection of the Assignor's performance, whether said performance occurs before or after the date of this Assignment and Assumption Agreement with Owner and Surety Consent.

2. Assumption of Arrighi Contracts, Liabilities:

Assignee hereby accepts the foregoing assignment, agrees to assume and perform all duties and obligations to be performed by Assignor under the Arrighi Contracts to the same extent as if Assignee had been an original party to the Arrighi Contracts, agrees to assume all liabilities, duties and obligations of Assignor arising out of or relating to the Arrighi Contracts from the date of this agreement forward. Such assumption includes, but is not limited to, Assignor's obligations to perform the Arrighi Contracts, pay its subcontractors, materialmen, and laborers, and the right to receive payment of all monies which would have otherwise been due Assignor prior to the effective date of this Agreement, and any warranties and warranty obligations arising from the Arrighi Contracts. Assignee agrees to indemnify, defend and hold Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to said Arrighi Contracts arising out of or with respect to the performance or nonperformance of such duties and obligations based on events occurring on or before the execution of this Agreement.

3. Consent to Assignment and Assumption of Arrighi Contracts:

The undersigned authorized representative of CPSB hereby consents to the foregoing assignment by Assignor to Assignee of the Arrighi Contract and Assignor's liabilities, duties and obligations thereunder and the Assignee's assumption of the same.

Assignee shall and hereby does agree to perform the Work described in the Arrighi Contract directly for the benefit of CPSB and shall provide all labor, materials, equipment, supplies, management, supervision and all other things necessary to perform the Work in the same manner and to the same extent as if it had originally executed the Arrighi Contracts. Assignee's obligations hereunder shall extend to every aspect, phase, requirement, term and condition applicable to all Work required by the Arrighi Contracts.

The Arrighi Contracts and all documents incorporated into them form a part of this Agreement and are incorporated herein by reference as though fully set forth.

4. Surety Consent to Assignment and Assumption

Surety, performance and payment bond provider for Assignor, hereby consents to the foregoing assignment and grants Assignee and CPSB all rights, benefits and privileges under its bonds issued with Assignor. Surety agrees to be bound by the terms of the performance and payment bonds issued for the Arrighi Contracts in favor of CPSB as if no assignment and assumption occurred.

5. Consent of Necessary Third Parties Obtained

Assignor and Assignee affirm and agree that to the extent necessary, the consent of all person not a party to this Agreement (including but not limited to subcontractors, materialmen, and laborers, if necessary) has been obtained and Assignor and Assignee shall defend, indemnify and hold harmless CPSB for any and all claims, demands, actions, causes of action, suit, proceedings, damages, liabilities and costs and expenses of every kind and nature whatsoever arising out of or relating to the Arrighi Contracts related to the failure to obtain consent for assignment or assumption from any person not a party to this Agreement.

6. Assignee Contact

CPSB shall be authorized to contact and work directly with Assignee's designated representatives after the effective date of this Agreement including but not limited to processing payment requests, change order requests, and any other required contractual obligations or document submittals which otherwise would have been submitted to Assignor.

7. Miscellaneous

7.1. Further Assurances. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

7.2. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement; and (b) sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein.

7.3 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notice to Assignor:

15055 Jefferson Hwy  
Baton Rouge, LA 70817

Email:  
skirkpatrick@groupcontractors.com

Attention: Shane Kirkpatrick

Notice to Assignee:

15055 Jefferson Hwy  
Baton Rouge, LA 70817

Email:  
skirkpatrick@groupcontractors.com

Attention: Shane Kirkpatrick

Notice to CPSB:

3310 Broad St.  
Lake Charles, LA 70615  
337-217-4052

Wilfred.bourne@cpsb.org

Attention: Wilfred Bourne, Chief  
Financial Officer

7.4. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.5. Choice of Law. This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or

statute are governed by, and construed in accordance with, the laws of the State of Louisiana, United States of America without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Louisiana.

7.6. Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, and exhibits and schedules attached hereto, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Louisiana sitting in the Parish of Calcasieu, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Louisiana sitting in Parish of Calcasieu. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

7.7. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**La. R.S. 38:2212(5)(B) EVIDENCE OF CORPORATE AUTHORITY**

Parish of East Baton Rouge

State of Louisiana

**RESOLUTION OF ARRIGHI CONSTRUCTION, LLC and GROUP CONTRACTORS, LLC**

The undersigned manager of ARRIGHI CONSTRUCTION, LLC, and GROUP CONTRACTORS, LLC and the undersigned sole member of ARRIGHI CONSTRUCTION, LLC, and GROUP CONTRACTORS, LLC, GROUP INDUSTRIES, LLC, by and through its sole member, David H. Arrighi, Sr., hereby resolves that **SHANE KIRKPATRICK**, President of Arrighi Construction, LLC, GROUP Contractors, LLC and GROUP Industries, LLC, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of ARRIGHI CONSTRUCTION, LLC and GROUP CONTRACTORS, LLC with full power and authority to act on behalf of same in executing any Assignment and Assumption between ARRIGHI CONSTRUCTION and GROUP CONTRACTORS, LLC related to the following contracts:

- Contract Between Owner & Contractor and Performance & Payment Bond for Vinton High School Hurricane Repairs Calcasieu Parish School Board HL-056-03, recorded in the Calcasieu Parish Mortgage records at file number 3439222, Book 5773, Page 464
- Contract Between Owner & Contractor and Performance & Payment Bond for Frasch Elementary School, Hurricane Laura Damages Restoration Program Calcasieu Parish School Board HL-019-01, recorded in the Calcasieu Parish Mortgage records at file number 3435166, Book 5752, Page 772
- Contract Between Owner & Contractor and Performance & Payment Bond for Iowa High School – Repairs to Football Stadium, HL-026-04, recorded in the Calcasieu Parish Mortgage records at file number 3435169, Book 5752, Page 782
- Contract Between Owner & Contractor and Performance & Payment Bond for Hurricane Laura Repairs, Calcasieu Parish School Board, Main Building Package, Oak Park Middle School, 2200 Oak Park Blvd, Lake Charles, Louisiana 70601, School LOC Code: HL-044-01, recorded in the Calcasieu Parish Mortgage Records at file number 3435174, Book 5752, Page 827
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- Contract Between Owner & Contractor and Performance & Payment Bond for Cypress Cove Elementary School Hurricane Repairs, Calcasieu Parish School Board, HL-045-01 recorded in the Calcasieu Parish Mortgage records at file number 3439226, Book 5773, Page 497

ARRIGHI CONSTRUCTION, LLC and GROUP CONTRACTORS, LLC hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

\_\_\_\_\_  
David H. Arrighi, Sr.  
Manager, Arrighi Construction, LLC  
Manager, GROUP Contractors, LLC  
Member/Manager, GROUP Industries, LLC

SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2021.

Notary Public: \_\_\_\_\_

Number: \_\_\_\_\_

## Calcasieu Parish School Board

### Acceptable/Responsible Use Policy for Internet and District Network Resources

Guidelines below are provided so that students and parents are aware of the responsibility's students accept when they use District-owned devices, software, and email on the CPSB Network. In general, this requires efficient, ethical, and legal utilization of all technology resources.

*Terms and Conditions* in a user's agreement are provided so that Internet users are aware of the responsibilities they will assume when using this Calcasieu Parish School Board (CPSB) resource. Responsibilities include efficient, ethical, and legal utilization of the network resources. All users, including students, employees, or any other users of School Board computers, hardware, and Board network shall abide by all policies of the School Board and any applicable administrative regulations and procedures.

Each user shall sign an *Internet and District Network Resources Contract* which shall be legally binding and indicates that he/she has read the *Terms and Conditions* carefully and agrees to abide by them.

The School Board shall incorporate the use of computer-related technology, or the use of Internet service provider technology designed to block access or exposure to any harmful materials or information, such as sites that contain obscene, pornographic, pervasively vulgar, excessively violent, or sexually harassing information or material. However, no filtering system is capable of blocking 100% of the inappropriate material available on the internet.

Age and grade appropriate classroom instruction shall be provided regarding Internet. Such instruction shall include appropriate online behavior, responsibly interacting with other individuals on CPSB approved resources and software and cyberbullying awareness and response, as well as areas of concern as authorized in state and federal law.

In addition, the School Board shall develop and distribute age and grade appropriate information to each student regarding Internet and online content that is a threat to school safety. The information may include the following:

- Instruction on how to detect potential threats to school safety exhibited online, including posting on any social media platform.
- Visual examples of possible threats.
- The process for reporting potential threats, which shall be in accordance with the procedures referenced in policy *EBBB, School and Student Safety*.

Such information shall be either distributed to or explained to students and school personnel at the beginning of each school year and shall be posted on an easily accessible page of the School Board's website and the website of each school.

If information reported to a school is deemed a potential threat to school safety, the school shall present the written form and any further evidence to local law enforcement.

### **TERMS AND CONDITIONS**

#### **1. Personal Safety and Privacy**

- A. Users will not publish online any personal contact information (e.g., address, phone number) about themselves or any other person on any CPSB webpage. CPSB home pages will use CPSB



phone numbers and cpsb.org e-mail addresses. Personal photos and work can be published if the parent has not opted out.

- B. Users will not agree to meet with someone they have met online without appropriate approval. Inappropriate contacts should be reported to school authorities immediately.
- C. It is expected that all students will be appropriately supervised and monitored during any online activities to ensure proper use.

**2. Illegal Activities**

- A. Users will not attempt to gain unauthorized access to the network, any computer system or another person's account or files.
- B. Users will not intentionally attempt to disrupt or intentionally disrupt the computer system or destroy data by spreading computer viruses or by any other means.
- C. Users will not engage in any illegal acts, such as selling drugs, engaging in criminal gang activity, or threatening the safety of a person or persons, etc.
- D. Users will not attempt to impersonate another individual or organization using CPSB network or other technology resources for any reason (i.e., "phishing").
- E. Users will not use CPSB's technology resources to participate in cyberbullying. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or mean content about someone else. It can also include sharing personal or private information about someone else causing embarrassment or humiliation.

**3. Security**

- A. Users shall be responsible for maintaining the confidentiality of passwords. Under no condition should the student give his/her password to others nor post the password in written form to be viewed by others. Likewise, using another person's password to gain access is not permitted.
- B. Users are responsible for their individual accounts and should take reasonable precautions to prevent others from being able to use your account. Under no condition should users give their password to another person nor post the password in written form where it can be easily seen by others.
- C. Users will log off or lock their personal accounts when away from the computer for more than a few moments to prevent unauthorized access.
- D. Users will immediately notify school authorities if they have identified a possible security problem. However, testing or purposely looking for possible security problems may be considered as an illegal attempt to gain access. Any security concerns should be addressed to the CPSB Tech Support Center.
- E. The user may not remove, disable, or replace the district antivirus software solution for any reason.
- F. Users will only use memory storage devices (i.e., disks, CDs, pen drives, etc.) that have been scanned and found to be free of viruses.
- G. Users will not download and install unnecessary programs from the Internet since most of these installs "spyware/malware" on the computer and hinders the performance of the computer (i.e., Toolbar helpers, e-mail add-ons, screen savers, search engine assistants, pop-up blockers, etc.).
- H. Users should be aware that the CPSB network, Internet use and system e-mail is maintained and regularly monitored for inappropriate use. If any misuse is detected by the staff, appropriate action will be taken against the person or people involved.

**4. Network**

- A. All devices are to be set up and maintained by CPSB for network administration, management, and security. Removing a computer from the CPSB management without the permission of a CPSB tech support staff member will be considered an act to circumvent district network security and is strictly prohibited.

- B. Network bandwidth is a limited resource of which must be conserved to serve all the network needs of the district. Users must understand that listening to online radio stations, viewing noneducational streaming video sites, and downloading exceptionally large files, etc. will be considered a misuse of this limited resource.
  - C. Important information regarding CPSB network and other bulletins will be sent out to all employees from time to time during the year addressed from the e-mail account "noreply@cpsb.org." It is the responsibility of all employees to open and read all e-mails from this account and then act accordingly. Excuses such as "not reading" or deleting the messages from this account will not be acceptable.
- 5. Inappropriate Language/Content**
- A. Users will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, unprofessional, or disrespectful language. This includes personal attacks or harassment of another person.
  - B. Users will not circumvent district content filters using any means to access inappropriate content as listed above.
- 6. Resource Limits**
- A. Users will use e-mail, Internet, and network resources only for educational and professional development activities only.
  - B. Users will not use district e-mail to mass e-mail and "spam" any users (internal and external) with unauthorized communications or solicitations.
- 7. Access and Use of Materials**
- A. Users will not take the ideas or writings of others and present them as if they were their own.
  - B. Users will respect copyrighted materials and other intellectual property. Users may not duplicate, copy, or distribute electronic resources without the appropriate permissions, documentations, or citations.
  - C. Users will immediately report to school authorities any website they access with inappropriate content.
- 8. Consequences of Misuse**
- A. The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of privileges and/or other disciplinary action as deemed appropriate by administration, faculty, and staff.
  - B. User activity and files residing on the CPSB's technology resources will be treated as district property subject to control, inspection, and/or search by School Board personnel.
  - C. The Calcasieu Parish School Board allows for the suspension of network services and email for the inappropriate or illegal use of the Internet or email by students and employees. Other disciplinary action may also be warranted.
  - D. Misuse of the system can result in possible legal action and/or prosecution and will require restitution for costs associated with system restoration, hardware, or software costs.
  - E. Users bringing illegal and/or inappropriate materials into the system's electronic environment will be subject to disciplinary action.

### **DISCLAIMER**

The School Board's system is provided on an "as is, as available" basis. The School Board does not make any warranties, whether expressed or implied, including, without limitation, those of fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The School Board uses a variety of vendor-supplied hardware and software. Therefore, the School Board does not guarantee that the functions or services performed by, or that the information or software contained on the system will meet the user's requirements. Neither does the School Board warrant that the system will be uninterrupted or error-free, nor that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the system are those of the providers and not necessarily the School Board.

The School Board will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the School Board's computer systems and networks.

**Student Internet and District Network Resources Contract**  
**Please return only this page to your assigned teacher**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Student ID Number: \_\_\_\_\_

**STUDENT CONTRACT AGREEMENT AND APPLICATION FOR CALCASIEU PARISH  
SCHOOL BOARD INTERNET AND DISTRICT NETWORK ACCESS**

*Directions: After reading the Calcasieu Parish School Board Internet and District Network Resources Terms and Conditions, please read and fill out the appropriate portions of the following contract completely and legibly. The signature of a parent or guardian on the Parent Contract is also required.*

I have read the Calcasieu Parish School Board Internet and District Network Resources Terms and Conditions. I understand and will abide by the stated *Terms and Conditions*. I further understand that violation of the *Terms and Conditions* is unethical and illegal. Should I commit any violation, my access privileges may be revoked and/or school disciplinary action or other appropriate action may be taken.

User Signature: \_\_\_\_\_

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

**Parent Internet and District Network Resources Contract**

As the parent or guardian of this student, I have read the *Terms and Conditions* of the Acceptable Use Policy. I understand that this access is designed for educational purposes and Calcasieu Parish School Board has taken available precautions to monitor safe and appropriate student access.

However, I also recognize it is impossible for Calcasieu Parish School System to restrict access to all controversial materials. I will not hold the Calcasieu Parish School System responsible for materials acquired on the network. I understand that my child will be held responsible for any disregard of the Acceptable Use Policy. I hereby give permission for my child to have school use of the Internet and District Network Resources.

Domiciliary Parent or Guardian (please print):

\_\_\_\_\_

Signature: \_\_\_\_\_

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

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

## **DATE, TIME, PLACE OF MEETING**

The Calcasieu Parish School Board Special Called Meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, April 26, 2022, at 5:00 p.m.

The meeting was called to order by Annette Ballard, President. The prayer and pledge were led by Desmond Wallace.

## **ROLL CALL**

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

Absent: Bliss Bujard, Eric Tarver, Aaron Natali, Mack Dellafosse, Mark Young, Glenda Gay

## **BID REPORTS**

Mrs. Ballard read the following:

**A. Bid #2022-07PC for Phase 5, Entry Lobby Addition and New Paved Parking/Washington-Marion High School/District 31 Bond Funds**

### **BID REPORT**

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

**DATE:** April 7, 2022

**DESCRIPTION:** Phase 5 - Entry Lobby Addition & New Paved Parking Washington - Marion High School  
**FUNDS:** SD # 31 Bond Funds  
**BID NUMBER:** 2022-05PC  
**DESIGNER:** Ellender Architects & Associates LLC

<b>CONTRACTOR</b>		<b>BASE BID</b>
Hackley Enterprises, LLC		No Bid
Seth Priola Construction LLC		\$3,184,000.00
Pat Williams Construction, LLC		\$3,100,000.00
Central Auction House	VPG Construction	\$4,300,000.00

The Committee recommends award of the contract to:

Pat Williams Construction LLC

**BASE BID**

\$ Three Million One Hundred Thousand Dollars and NO/100  
as the lowest qualified bidder meeting specifications.

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

APRIL 26, 2022

**ADJOURN MEETING**

On a motion to adjourn by Mr. Hardesty and a second by Mr. Breaux, the meeting was adjourned at 5:02 p.m. on a unanimous vote.

---

Annette Ballard, President

---

Karl Bruchhaus, Secretary

#### ITEM 4.A.

It is the goal of the Vinton Middle School Vex Robotics program to expose students to technology and engineering-based programs that will prepare them to take on the challenges needed to work in their 21st century community and be productive and successful members of society. Our program does this through extremely high expectations, unwavering commitment to excellence, teamwork, and a positive mentorship. The results are nothing short of miraculous. Our team defies expectations at every turn.

Our team is comprised of the brightest young engineering minds from Vinton Middle School. Our group designs, builds, and programs robots. This experience requires creative thinking skills as well as diligence in designing and redesigning prototypes. The skills learned through the Vex Robotics program are the same skills being used today in the local industries. Robotics gets students interested and prepares them to take on the challenges needed to work in their community and be productive and successful members of society. Under Mrs. Kacie Wing's leadership, VMS robotics has dominated the field this season and have earned the honor of representing the state of Louisiana in the World Championship. Our students not only beat out every other middle school team in Louisiana in the state tournament, securing World Championship spots for two of our teams, they also secured four additional Louisiana spots for being the runner's up, the skills champions, and taking home the highest award possible, the Excellence Award. This award recognizes the team that demonstrates the best understanding of the engineering process. The World Championship is taking place in Dallas, TX. This international event will draw teams from all over the world and our students will have the opportunity to form strategic alliances with these international teams in order to win the championship.

First Name	Last Name	Grade	Team
Kennadi	Berry	8	73352A
Jaidon	Briggs	8	73352A
Jonah	Burke	8	73352A
Angel	Cordona	7	73352D
Bayleigh	Daigle	8	73352E
Hayden	Golden	7	73352C
Payton	Goudy	6	73352F
Gage	Guidry	8	73352E
Brodie	Hebert	8	73352D
Copeland	Hebert	8	73352C
Harlee	Hollingsworth	7	73352F



Dallin	Jones	7	73352B
Kai	LeBlanc	8	73352F
Natalie	McCluistion	7	73352B
Walter	Miller	7	73352A
Dylan	O'Conner	6	73352F
Layla	Simpson	6	73352F
Kyler	Talley	7	73352D
Brennan	Trahan	7	73352B
Kayson	Verdine	7	73352C

Item. 4.B.

**Teachers of the Year**

Elementary: Madeline Toups, Barbe Elementary

Middle: Zaner Delafosse, Vinton Middle

High: Andrea McFarlain, Sulphur High

Item. 4.C.

**New Teachers of the Year**

Jamie Young - W.W. Lewis Middle School

Elizabeth Barron - Vinton High School

Item. 4.D.

**Principals of the Year**

Elementary: Adam Caldwell, Nelson Elementary School

Middle: Michelle LeBlanc, W.W. Lewis Middle School

High: Eric Heinen, Vinton High School

Item. 4.E.

**Counselors of the Year**

Amy Pourciau – Elementary School and Overall  
Counselor of the Year

Ryan White – Middle School Counselor of the Year

Stacey Blanchard – High School Counselor of the  
Year

**Item 4. F.**

**All Parish Quiz Bowl Team**

Name	School
London Frey	Iowa High School
Braxton Smith	Bell City High School
John Leger	Sulphur High School
Adam Cagnolatti	Barbe High School

**ITEM 4.G.**

**Division I Girls' Golf Champions**  
**Barbe High School**

Isabella Bradley

Bella Callaba

Sadie Guillory

Coach Bob Corley

Coach Sid Bradley

ITEM 8.A.

**Calcasieu Parish School Board  
Administration and Personnel Committee Minutes  
April 26, 2022**

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, April 26, 2022 in the Board Room at 3310 Broad Street, Lake Charles, Louisiana. A quorum was present.

*Committee members present:* John Duhon, Desmond Wallace, Russell Castille, Damon Hardesty, Fred Hardy, Dean Roberts, Alvin Smith,

*Other Board members present:* Annette Ballard, Billy Breaux

*Committee members absent:* Bliss Bujard, Mack Dellafosse, Glenda Gay, Aaron Natali

Mr. Barrentine presented revisions to the Calcasieu Parish School Board Policies. **School Board Ethics - BH, Curriculum - ID, Kindergarten Compulsory School Attendance Ages - IDCC, JBA, School Admission - JBC, Public School Choice - JBCE, Student Records - JR, Purchasing Policy & Bid & Quotations Policy – DJE, DJED, and Sabbatical Leave, Sick Leave, Parent Conference, and Student Welfare GBRHA, GBRIB, IHAD, JG.** There were minor revisions to the language.

On a motion by Damon Hardesty and seconded by Billy Breaux, it was recommended to approve.

There being no further business to discuss, on a motion by John Duhon and seconded by Billy Breaux the committee adjourned the meeting at 5:25.

Mr. Robert Barrentine  
Secretary



## **Item 9.A.**

A Calcasieu Multilingual Magnet School Proposal

Reimagine Grant Innovation Proposal for School

Opening in August 2023

Presentation to the Calcasieu Parish School Board

Spring 2022

## Table of Contents:

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## Overview of Reimagine Grant

### Grant Writers:

Monique Roberts, *CPSB World Languages and EL Consultant*

Laurie Cunningham, *Elementary EL Coach and Two-Way Immersion Facilitator*

### School Theme:

Language, Academics, and Culture

**Grant Overview:** The Louisiana Department of Education (LDOE) has offered a funding opportunity for school systems who are interested in bold, systemic change to improve access to high-quality schools for students and families. If awarded, LDOE will offer funding and technical assistance that both builds a cohort of schools that can serve as statewide exemplars and builds school system and educator capacity for sustained school and system improvement.

### Funding:

School System	School Action	Phase 1 Funding Planning	Phase 2 Funding Implementation
Calcasieu	School Innovation: Through the opening of a multilingual magnet academy, the existing immersion and English language programs will expand availability and allow access to a more diverse cross section of the district's population. This academy will provide not only a high-quality educational opportunity for all students but will also allow priority to English learners and underserved students.	\$300,000.00	\$870,000.00

**Timeline:** Award notifications will begin the week of February 21, 2022. BESE Board will approve grant allocations March 9, 2022.

## Overview of School Proposal

### **Purpose of Proposed School:**

We seek to open a multilingual magnet school with the purpose of expanding and strengthening its existing immersion and English language programs. Rather than having small bilingual programs with limited capacity in five monolingual schools, the creation of a multilingual magnet school would expand availability and allow access to a more diverse cross section of our district population. A school in which every student is learning an additional language will not only elevate the English learners, but also promote empathy and tolerance as students become authentic language models for one another. This proposed school will provide not only a high-quality educational opportunity for all students in the district but will allow priority to English learners and students living in a rapidly growing area of our district with little access to high performing schools.

A team consisting of a fully dedicated grant project coordinator, various levels of district and school leadership, and community members will work to bring this beneficial and innovative initiative to fruition.

Our district has monitored years of assessment data from our small French and Spanish Immersion programs and recent progress from our flourishing English Learner (EL) proficiency initiatives. This data analysis and a visible need for a quality, equitable, and accessible school choice option in a particular area of our district has led to the conception of this proposal.

With the goal of removing barriers and creating a more inclusive learning experience for all children, this school will provide highly qualified local and international teachers that will deliver instruction using rigorous Tier 1 curriculum with specific concentration in language acquisition.

In response to the growing number of ELs with Spanish as their native language, an expansion to our Two-Way Immersion program will offer a proven, effective model for developing language proficiency and mastery of academic content. Both native English and Spanish speakers will develop high levels of listening, speaking, reading, and writing skills. Neither group will have to forego development in the native language as second language proficiency is acquired.

To retain highly effective staff, this school will focus on providing targeted PD to meet the needs of language learners. Creating professional learning communities of teachers with common goals allows for job-embedded collaboration and strategic professional development.

To promote kindergarten readiness, this site will offer immersion and dual language PreK for all students. This early foundation will set our students on a path to a multitude of benefits including better academic and social performance, lower retention rates, and higher graduation rates.

## Overview of School Proposal

### Supporting Research:

According to research from the LA Guide for effective DLI programming, dual language programs that are sustained for at least six years achieve profound and lasting impacts on student academic achievement, regardless of background or cognitive and linguistic abilities. According to data, these students outperform their non dual language peers.

### Benefits of language immersion, according to The Foundations of Bilingual Education and Bilingualism:

**Academic:** Students outperform their non-immersion peers on math and reading standardized tests starting in the 3rd grade.

**Language and literacy:** Immersion has no negative effects on English proficiency, and students develop native-like proficiency in the second language.

**Cognitive skills:** Students develop greater cognitive flexibility, increased attention control, better memory, superior problem-solving skills, and enhanced understanding of their primary language.

**Socio-cultural:** Students develop positive multiethnic and multicultural attitudes, are better prepared for the global community, and possess 21st century skills.

**Economic:** Students with competence in more than one language and culture will be better qualified and competitive for high-level, high-paying 21st century jobs.

*Baker, Colin, 1949-. (2011). Foundations of bilingual education and bilingualism. Bristol, UK ; Tonawanda, NY :Multilingual Matters,*

### Sustainability:

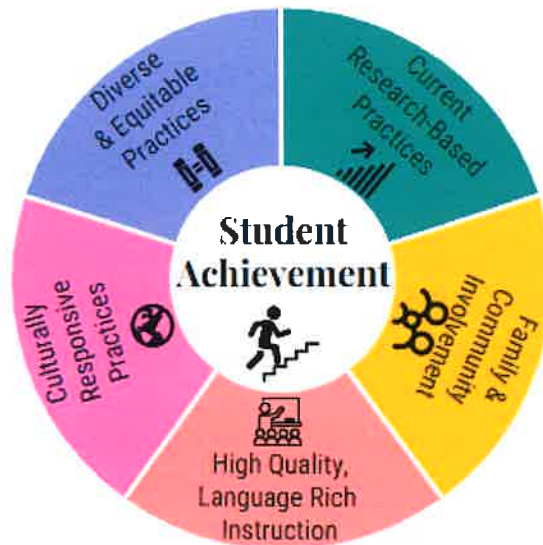
Several options for funding can sustain this initiative when grant funding is no longer available.

- Generally funded staff, consolidated to one site, to maximize human resources
- Title III, Title I, and Title IV
- Applications for further grant opportunities, specific to magnet schools, will be submitted
- An MOU with the non-profit, Louisiana Consortium of Immersion Schools, and The English Transformation Center at ULL have and will continue to support our dual language immersion education
- International Associate Teachers (IATs) will continue to be recruited by LDOE. The district will receive \$20,000 from 8(g) Grants program funding towards each IAT's salary. These teacher positions require a minimum of 50% native English speaking students in their classroom.

## Overview of School Model

**Mission:** Our mission is to facilitate high student academic achievement, promote language development, and instill cross-cultural competence among our students so they will succeed in the global economy.

### Framework:



### Learning Pathways:

Dual Language Two-Way Immersion Spanish	World Language Immersion French	General Education with Sheltered Instruction for English Learners
Both native English speakers and native Spanish speakers learn grade-level content in Spanish and English.	Students are primarily English speakers and learn grade-level content in French and English.	Both English learners and native English speakers learn grade-level content with a focus on specialized techniques to accommodate the linguistic needs of English learners.

### Other Potential School Offerings:

- Pre-Kindergarten
- After-School Care
- Music
- Art
- PE
- Spanish as a second language
- French as a second language
- STEM
- Library

## Overview of School Model (continued)

### Teacher Selection Criteria:

The multilingual magnet school will recruit highly effective teachers both locally and internationally.

- Teachers certified within the United States will be required to possess a teaching certificate as well as an English as a Second Language endorsement (see LDOE guidance below as an example) in order to meet the unique linguistic needs of our students.

English as a Second Language (Endorsement)	Course Requirements Completed:		Course Prefix and Number:	Course Requirements:
Certificate level and stipulations that must be met by applicant:	Yes	No		
<p>➤ A valid Type A, B, C or Level 1, 2, or 3 Louisiana teaching certificate. English as a Second Language will be added to the certificate of any teacher who holds a standard teaching certificate and successfully completes the course work with the understanding that the certification applies only to teachers of children with limited English-speaking ability.</p> <p>➤ English as a Second Language certification will be valid only in the teaching area(s) in which one is certified.</p>	12 semester hours to include three semester hours in each of the following areas(s):			Methods of Teaching ESL
				Introduction to Language and Culture
				Structure of the English Language
				Curriculum Design for the Multicultural Classroom

- Teachers certified internationally must meet the requirements outlined by the LDOE ....
- All faculty and staff will be required to complete professional development courses that focus on but not limited to the following:
  - Cultural Responsiveness
  - Language and literacy development strategies
  - Stages of language acquisition
  - Curriculum specific guidance

### School Environment

The proposed school will foster an environment that leads to student success and therefore should adhere to the following expectations:

- School signs in all target languages throughout the school. This includes, but is not limited to: marquee, all bulletin board headings, hallways, and student work in target languages when appropriate
- Morning announcements include all target languages
- Communications to be sent home in home languages. This includes but is not limited to call-outs and newsletters.
- Honoring cultural diversity to promote positive cross-cultural attitudes. School programs and activities bring cultures together and foster respect.
- Resources in campus library and classroom libraries in all target languages.
- Orientation for all teachers and school staff to educate them about the programs
- Resources/Materials in target languages (ex: classroom libraries, stations)
- Campus events in partner languages (ex: Math Night, Literacy Night, Parent Meetings)
- Parent/ Family Events (ex: monthly informational meetings, ESL classes, Multicultural Night)
- School website includes information about all programs and events.

## Overview of School Model (continued)

### Family Commitment:

To ensure achievement and success, it is necessary for families to commit to the chosen program through 5<sup>th</sup> grade. Active parent support is extremely important for the long-term success of the students. Parents will be required to sign a commitment agreement.

#### How can parents actively support the multilingual magnet school?

- Understand it is a long-term commitment; through 5th grade
- Develop an understanding of educational framework and encourage the use of the target language and native language outside of school
- Show an interest in and value other cultures and languages
- Enjoy the challenges and celebrate the results

#### How can parents help their child at home?

- Reinforce learning at home
- Read 20-30 minutes a night in home language or partner language.
- Discuss daily what students are learning in the classroom
- Keep active with school sponsored family events
- Provide student with space, time and support to complete homework

### Curriculum and Assessment:

- A variety of state-approved Tier 1 curriculum resources will be reviewed by a team of experts. The curriculum chosen will meet rigorous grade-appropriate criteria. In addition, it will also meet the authentic and unique progression of instruction for the target language.
- Assessment will align to state and district guidelines but will also include language specific assessments in order to evaluate program effectiveness.

### Enrollment Criteria for Students:

All requests for placement in one of the learning pathways will be handled at the school site. In order to provide the best possible programs for all students, the following criteria will be considered for best placement of students. Students outside of attendance zone will be ranked on an eligibility list based on, but not limited to the following criteria:

- English Learner Status
- Heritage language
- Proximity to school
- Parent is a CPSB employee
- Siblings at school or in immersion
- Family history of immersion
- Family Interview: long term commitment
- Signed participation contract-attendance and commitment of continuation in pathway
- Family provided transportation



## Overview of School Model (continued)

### School Enrollment Waitlist:

If there are more qualified applicants than spaces available at the school, a random, unbiased selection process will be conducted.

### Wait List Procedures

- If a kindergarten student moves out during the school year, names will be taken in order from the appropriate wait list (French Imm., TWI, Sheltered/Gen.Ed).
- If a first grade student moves out during the first semester of first grade, names will be taken in order from the appropriate wait list (French Imm., TWI, Sheltered/Gen.Ed).
- If a first grade student moves out after the first semester of first grade, names will only be taken in order from the EL waiting list. Any student admitted into an immersion program at this time, must show adequate target language fluency and have participated in a bilingual classroom.
- In grades 2 through 5, students may only be admitted to the program if there is space in the desired program at the students' grade level.  
AND the student meets the following criteria:
  - The student has been identified as an EL (*TWI or Sheltered/GenEd only*)
  - The student shows adequate target language fluency (*Immersion only*)

If the waiting list has been exhausted, space can be filled by a new student who is:

1. Current student from another district in a similar program
2. Any student who transfers in and has grade-appropriate literacy skills in the target language.
3. 1st Grade Non-EL students who transfer in the first semester may be added to waiting list

\* Special Ed students of either language will be considered on a student by student basis.

### Transportation Considerations:

- Current Fairview bus routes could be utilized
- Current Fairview ESL bus routes could be utilized
- Pick-up/Drop-off locations could be added.
- A 30-minute staggered start and end time could allow for greater bus driver availability
- Before and after school care could minimize the number of students requiring a bus

## Proposed District Changes

In order to strengthen our existing EL and immersion program at Fairview and attract a broader cross-section of our district, rebranding is recommended. Through consultations with various stakeholders in our district (i.e. school staff, district staff, parents, and community members), several potential program names were submitted, and one will be chosen. It is important that a smooth transition process be in place for all affected students, teachers, and families. A potential phase-in plan is shown below.

Phase-In Plan	
Year	Phase-In The Multilingual Magnet
2022-2023	<ul style="list-style-type: none"> <li>• Planning year</li> <li>• Begin enrolling new English learners of all languages at Fairview</li> <li>• Expand and maintain TWI through grade 4</li> <li>• Begin rebranding and advertising for the next school year</li> </ul>
2023-2024	<ul style="list-style-type: none"> <li>• Offer PreK French and Spanish Immersion</li> <li>• Offer Kindergarten French Immersion</li> <li>• Maintain EL and TWI programs in grades K-5</li> </ul>
2024-2025	<ul style="list-style-type: none"> <li>• Offer grades PreK through 1 of all programs</li> <li>• Maintain EL and TWI programs in grades PreK-5</li> </ul>
2025-2026	<ul style="list-style-type: none"> <li>• Offer grade PreK through 2 of all programs</li> <li>• Maintain EL and TWI programs in grade PreK-5</li> </ul>
2026-2027	<ul style="list-style-type: none"> <li>• Offer grades PreK through 3 of all programs</li> <li>• Maintain EL and TWI programs in grades PreK-5</li> </ul>
2027-2028	<ul style="list-style-type: none"> <li>• Offer grades PreK through 4 of all programs</li> <li>• Maintain EL and TWI programs in grades PreK-5</li> </ul>
2028-2029	<ul style="list-style-type: none"> <li>• Full implementation</li> </ul>

## Proposed District Changes

In order to strengthen our district's existing immersion programs, a multilingual magnet school will house all these programs. This will allow all elementary immersion teachers and students in Calcasieu Parish access to the high-quality resources, strategies, and benefits that this school will offer.

Although this will require changes for some schools, a phase-in/out plan will allow for a more seamless transition.

School Changes			
Current School Program	Current Program Demographic	Teachers in Program	Proposed Change
Nelson Elementary EL Program	51 total ELs 51 OOZ	2	Move to The Multilingual Magnet
Oak Park Elementary Spanish Immersion	63 total 29 OOZ	6	Move to The Multilingual Magnet
Henry Heights French Immersion	52 total 36 OOZ	6	Move to The Multilingual Magnet
Fairview Elementary TWI and EL Programs	203 ELs 145 TWI	14	Transition FVE to The Multilingual Magnet

## Proposed District Changes

It is important that a smooth transition process be in place for all affected students, families, and schools. A potential phase-in/out plan is shown below.

Phase-In/Out Plan		
Year	Phase-In The Multilingual Magnet	Phase-Out of Current School
2022-2023	<ul style="list-style-type: none"> <li>Plan for year</li> <li>Begin enrolling new English learners of all languages at Fairview</li> </ul>	<ul style="list-style-type: none"> <li>No longer enroll new English learners of all languages at Nelson</li> </ul>
2023-2024	<ul style="list-style-type: none"> <li>Offer grades PreK and Kindergarten of all programs</li> <li>Maintain EL and TWI programs in grades 1-5</li> </ul>	<ul style="list-style-type: none"> <li>No longer offer programs at other sites</li> <li>Maintain programs in grades 1-5</li> </ul>
2024-2025	<ul style="list-style-type: none"> <li>Offer grades PreK through 1 of all programs</li> <li>Maintain EL and TWI programs in grades 2-5</li> </ul>	<ul style="list-style-type: none"> <li>No longer offer K-1 programs at other sites</li> <li>Maintain programs in grades 2-5</li> </ul>
2025-2026	<ul style="list-style-type: none"> <li>Offer grade PreK through 2 of all programs</li> <li>Maintain EL and TWI programs in grade 3-5</li> </ul>	<ul style="list-style-type: none"> <li>No longer offer K-2 programs at other sites</li> <li>Maintain programs in grades 3-5</li> </ul>
2026-2027	<ul style="list-style-type: none"> <li>Offer grades PreK through 3 of all programs</li> <li>Maintain EL and TWI programs in grades 4-5</li> </ul>	<ul style="list-style-type: none"> <li>No longer offer K-3 programs at other sites.</li> <li>Maintain programs in grades 4-5</li> </ul>
2027-2028	<ul style="list-style-type: none"> <li>Offer grades PreK through 4 of all programs</li> <li>Maintain EL and TWI programs in grade 5</li> </ul>	<ul style="list-style-type: none"> <li>No longer offer K-4 programs at other sites.</li> <li>Maintain programs in grade 5</li> </ul>
2028-2029	<ul style="list-style-type: none"> <li>Full implementation</li> </ul>	<ul style="list-style-type: none"> <li>No longer offer K-5 programs at other sites.</li> </ul>

**Calcasieu Parish Industrial Tax Exemption Program  
Return on Investment Evaluation**

**Bullwin Enterprises - #20190292-ITE**

### **Company Investment**

Annual Payroll	\$	90,000
Capital Expenditure (CapEx)	\$	1,064,869

### **Exemption Requested**

Property Taxes years <b>1-5</b>	80%
Property Taxes years <b>6-10</b>	80%

### **Local Revenue Forgone**

	<b>Total-all Jurisdictions</b>	<b>CPSB portion</b>
Property Taxes years <b>1-5</b>	\$ 71,938	\$ 21,512
Property Taxes years <b>6-10</b>	\$ 64,759	\$ 19,366
Total Estimated 10 year Exemption	\$ <b>136,697</b>	\$ <b>40,878</b>

### **Revenue Generated over 20 years**

	<b>Total-all Jurisdictions</b>	<b>CPSB portion</b>
Property Taxes generated over 10 yrs	\$ 34,174	\$ 10,220
Property Taxes generated over 20 yrs	\$ 157,934	\$ 47,229
Sales Taxes generated from CapEx	\$ 36,738	\$ 15,973

#### **Factors**

Direct Jobs - 1	(Annual P/R)	\$ 90,000	\$ 1,800,000	-over 20 yrs
Indirect Jobs -		\$ -		
Construction Jobs -		\$ -		

### **General Considerations**

#### **Benefits**

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

#### **Costs**

Foregone revenue from exempted property tax

# CALCASIEU PARISH

## ITEP IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES

### 10 YEARS TAX ABATEMENT AT 80% EXEMPTION years 1-5, 80% years 6-10

**Project Name:** n/a  
**Investment Amount:** \$1,064,869  
**Ward:** W8  
**Location:** 6558 Hwy 90 E  
**Company Name:** Bullwin Enterprises  
**DATED:** 5/3/2022

25 Yr Depreciation Rate <sup>1</sup>			0.98	0.95	0.96	0.97	0.95	0.91	0.89	0.87	0.84	0.82	
Depreciated Value			1,043,572	1,011,626	1,022,274	1,032,923	1,011,626	969,031	947,733	926,436	894,490	873,193	
100% Assessed Value			156,536	151,744	153,341	154,938	151,744	145,355	142,160	138,965	134,173	130,979	
80% Assessed Value		0.8	125,229	121,395	122,673	123,951	121,395	116,284	113,728	111,172	107,339	104,783	
Taxing Body	Millage Rate <sup>2</sup>	Converted Millage Rate	YEAR 1 EXEMPT AMOUNT	YEAR 2 EXEMPT AMOUNT	YEAR 3 EXEMPT AMOUNT	YEAR 4 EXEMPT AMOUNT	YEAR 5 EXEMPT AMOUNT	YEAR 6 EXEMPT AMOUNT	YEAR 7 EXEMPT AMOUNT	YEAR 8 EXEMPT AMOUNT	YEAR 9 EXEMPT AMOUNT	YEAR 10 EXEMPT AMOUNT	TOTAL EXEMPTION AMOUNT
Assessor	1.25	0.00125	\$157	\$152	\$153	\$155	\$152	\$145	\$142	\$139	\$134	\$131	\$1,460
Sheriff	11.85	0.01185	\$1,484	\$1,439	\$1,454	\$1,469	\$1,439	\$1,378	\$1,348	\$1,317	\$1,272	\$1,242	\$13,840
School Board <sup>4</sup>	17.00	0.01700	\$2,129	\$2,064	\$2,085	\$2,107	\$2,064	\$1,977	\$1,933	\$1,890	\$1,825	\$1,781	\$19,855
School Board <sup>4A</sup>	18.00	0.01800	\$2,254	\$2,185	\$2,208	\$2,231	\$2,185	\$2,093	\$2,047	\$2,001	\$1,932	\$1,886	\$21,023
Parish Government <sup>5</sup>	29.30	0.02930	\$3,669	\$3,557	\$3,594	\$3,632	\$3,557	\$3,407	\$3,332	\$3,257	\$3,145	\$3,070	\$34,221
Special Districts <sup>6</sup>	39.64	0.03964	\$4,964	\$4,812	\$4,863	\$4,913	\$4,812	\$4,609	\$4,508	\$4,407	\$4,255	\$4,154	\$46,297
Municipality <sup>7</sup>	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		117.04	\$14,657	\$14,208	\$14,358	\$14,507	\$14,208	\$13,610	\$13,311	\$13,012	\$12,563	\$12,264	\$136,697
Taxing Body	Millage Rate <sup>2</sup>	Converted Millage Rate	YEAR 1 COLLECTED AMOUNT	YEAR 2 COLLECTED AMOUNT	YEAR 3 COLLECTED AMOUNT	YEAR 4 COLLECTED AMOUNT	YEAR 5 COLLECTED AMOUNT	YEAR 6 COLLECTED AMOUNT	YEAR 7 COLLECTED AMOUNT	YEAR 8 COLLECTED AMOUNT	YEAR 9 COLLECTED AMOUNT	YEAR 10 COLLECTED AMOUNT	TOTAL COLLECTED AMOUNT
Assessor	1.25	0.00125	\$39	\$38	\$38	\$39	\$38	\$36	\$36	\$35	\$34	\$33	\$365
Sheriff	11.85	0.01185	\$371	\$360	\$363	\$367	\$360	\$344	\$337	\$329	\$318	\$310	\$3,460
School Board <sup>4</sup>	17.00	0.01700	\$532	\$516	\$521	\$527	\$516	\$494	\$483	\$472	\$456	\$445	\$4,964
School Board <sup>4A</sup>	18.00	0.01800	\$564	\$546	\$552	\$558	\$546	\$523	\$512	\$500	\$483	\$472	\$5,256
Parish Government <sup>5</sup>	29.30	0.02930	\$917	\$889	\$899	\$908	\$889	\$852	\$833	\$814	\$786	\$768	\$8,555
Special Districts <sup>6</sup>	39.64	0.03964	\$1,241	\$1,203	\$1,216	\$1,228	\$1,203	\$1,152	\$1,127	\$1,102	\$1,064	\$1,038	\$11,574
Municipality <sup>7</sup>	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		117.04	\$3,664	\$3,552	\$3,589	\$3,627	\$3,552	\$3,402	\$3,328	\$3,253	\$3,141	\$3,066	\$34,174

SOURCE: Calcasieu Parish Assessor's Office

#### NOTES:

- Depreciation is based upon the current 2021 Table 2503.D provided by the Louisiana Tax Commission.
  - Used known millage rates as of the date above and subject to change in the future.
  - Land and Inventory are excluded from exemption under ITEP.
  - School Board millage rate total includes the adopted millage rate for [LIST SCHOOL BOARD MILLAGE NAMES]
  - 4A. School Board SPECIAL millage rate total includes the adopted millage rate for [LIST SCHOOL BOARD SPECIAL MILLAGE NAMES]
  - Parish Government millage rate total includes the adopted millage rate for [LIST AFFECTED PARISH GOV'T MILLAGE NAMES]
  - Special districts millage rate total includes the adopted millage rate for [LIST SPECIAL DISTRICT NAME(S)]
  - Municipality millage rate total includes the adopted millage rate for [LIST MUNICIPALITY DISTRICT NAME(S)]
- ADVANCE RECEIVED DATE:  
 APPLICATION RECEIVED DATE:  
 APPLICATION BOARD APPROVAL DATE:  
 ESTIMATED PROJECT START DATE:  
 ESTIMATED PROJECT END DATE:  
 AFFID OF FINAL COST DATE:  
 CONTRACT EFFECTIVE DATE:  
 CONTRACT EXPIRATION DATE:  
 RENEWAL BOARD APPROVAL DATE:  
 RENEWAL EFFECTIVE DATE:  
 RENEWAL EXPIRATION DATE:  
 PCR START DATE:  
 PCR END DATE:  
 LEGISLATION RULE:



0.81	0.75	0.73	0.71	0.69	0.67	0.66	0.60	0.53	0.47	
862,544	798,652	777,354	756,057	734,760	713,462	702,814	638,921	564,381	500,488	
129,382	119,798	116,603	113,409	110,214	107,019	105,422	95,838	84,657	75,073	
YEAR 11 EXEMPT AMOUNT	YEAR 12 EXEMPT AMOUNT	YEAR 13 EXEMPT AMOUNT	YEAR 14 EXEMPT AMOUNT	YEAR 15 EXEMPT AMOUNT	YEAR 16 EXEMPT AMOUNT	YEAR 17 EXEMPT AMOUNT	YEAR 18 EXEMPT AMOUNT	YEAR 19 EXEMPT AMOUNT	YEAR 20 EXEMPT AMOUNT	TOTAL EXEMPTION AMOUNT
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
YEAR 11 COLLECTED AMOUNT	YEAR 12 COLLECTED AMOUNT	YEAR 13 COLLECTED AMOUNT	YEAR 14 COLLECTED AMOUNT	YEAR 15 COLLECTED AMOUNT	YEAR 16 COLLECTED AMOUNT	YEAR 17 COLLECTED AMOUNT	YEAR 18 COLLECTED AMOUNT	YEAR 19 COLLECTED AMOUNT	YEAR 20 COLLECTED AMOUNT	TOTAL COLLECTED AMOUNT
\$162	\$150	\$146	\$142	\$138	\$134	\$132	\$120	\$106	\$94	\$1,322
\$1,533	\$1,420	\$1,382	\$1,344	\$1,306	\$1,268	\$1,249	\$1,136	\$1,003	\$890	\$12,530
\$2,199	\$2,037	\$1,982	\$1,928	\$1,874	\$1,819	\$1,792	\$1,629	\$1,439	\$1,276	\$17,976
\$2,329	\$2,156	\$2,099	\$2,041	\$1,984	\$1,926	\$1,898	\$1,725	\$1,524	\$1,351	\$19,033
\$3,791	\$3,510	\$3,416	\$3,323	\$3,229	\$3,136	\$3,089	\$2,808	\$2,480	\$2,200	\$30,982
\$5,129	\$4,749	\$4,622	\$4,496	\$4,369	\$4,242	\$4,179	\$3,799	\$3,356	\$2,976	\$41,916
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$15,143	\$14,021	\$13,647	\$13,273	\$12,899	\$12,526	\$12,339	\$11,217	\$9,908	\$8,787	\$123,760

Company Name: Bullwin Enterprises

\$1,064,869

Sales Taxes						Sales Taxable %
2.50%	0.75%	2.50%	2.50%	8.25%		
Parish	Law Enforcement	Schools	City of Sulphur	Total		
\$ 15,973.04	\$ 4,791.91	\$ 15,973.04	\$ -	\$ 36,737.98		60.00000%

\$ 15,973.04	\$ 4,791.91	\$ 15,973.04	\$ -	\$ 36,737.98
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April 27, 2022

Superintendent Karl Bruchhaus  
Attn: Wilfred Bourne, Chief Financial Officer  
Calcasieu Parish School Board  
3310 Broad St.  
Lake Charles, LA 70615

RE: Bullwin Enterprises, LLC  
Board of Commerce and Industry Approval Notice ("Notice")  
Tax Exemption Application #20190292-ITE - \$1,064,869

Dear Superintendent Bruchhaus:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Bullwin Enterprises, LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, April 27, 2022. Local governmental entities have thirty days from the date notice of the Board's approval is posted on LED's website to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng  
Program Administrator  
Industrial Tax Exemption Program  
(225) 342-2083  
ITEP@la.gov

c: Assessor, Calcasieu Parish

# Industrial Tax Exemption Program Application - (Post Executive Order 2018)

\*\* Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. \*\*

**Project ID:** 20190292-ITE

**Date Received:** 12/31/2021

## PROJECT INFORMATION

**Company:** Bullwin Enterprises, LLC  
**Project Name:** New Manufacturing Building  
**Project Location:** 6558 Hwy 90 East , Lake Charles, LA, 70615  
**Parish:** Calcasieu  
**City Limits?:** --

## COMPANY INFORMATION

**Product Manufactured:** Bullwin Enterprises will rent the building to Bullwin Industrial Services, LLC which produce and sell many types of hoses, cylinders, stainless steel fittings and metric adapters.  
**Manufacturing Process/Activities:** Bullwin Industrial manufactures, rebuilds and repairs hydraulic hoses to meet client & industry specifications. They also manufacture, sell and repair Adapters, O-Ring Kits, Tubing, Live Swivels, Hose Reels, Clamps, Flanges, Gauges, Valves & Couplings.

## GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ☐ Yes ☒ No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

## PROJECT DETAILS

**NAICS:** 531120  
**Project Type:** Start-Up/New  
**Project Start Date (beginning of construction and/or installation):** 4/27/2020  
**Project End Date (ending of construction and/or installation):** 5/28/2021  
**Anticipated date for the commencement of operations of this project:** 6/4/2021  
**Project Description:**

Construction of a new Manufacturing building to be occupied by Bullwin Industrial Services, LLC (BIS). BIS is a manufacturing & fabrication shop that offers manufacturing & repairs of hoses, cylinder and stainless steel fittings, for industrial, petrochemical, hydraulic and marine industries. The building is a 21,600 square foot manufacturing building. The shop is 60x240 (14,400 sq ft) and is where all the lathes, welding machines, wash station, etc., most of the manufacturing activity is done in the shop. There is an inside shop/storage/inventory area 68x40 (2,720 sq ft) which contains equipment to manufacture smaller items, to house supplies for the lathes & welding machines (rods, parts, etc.) and smaller inventory items, including smaller customer products while in progress. The lean-to is 20x200 (4,000), it is used for manufacturing bigger pieces of customer equipment that can't fit into shop, to store customer equipment if the main manufacturing shop is to capacity and house bigger inventory items.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? ☒ Yes ☐ No

**Calendar Years:** 2021

## ESTIMATED INVESTMENTS

<b>Building &amp; Materials:</b>	\$668,285.00
<b>Machinery &amp; Equipment:</b>	\$13,239.00
<b>Labor &amp; Engineering:</b>	\$410,517.00
<b>Estimated Total Investment Amount:</b>	\$1,092,041.00
<b>Less: Restricted Amount:</b>	\$27,172.00
<b>Total Estimated Investments:</b>	\$1,064,869.00

## ESTIMATED JOBS

<b>Existing Jobs at Project Site:</b>	10
<b>Existing Jobs Statewide:</b>	0
Will this project create new jobs?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>New Direct Jobs:</b>	1
<b>Contract Jobs:</b>	0
<b>Will new jobs be created in phases?</b>	Bullwin Enterprises, LLC is the owner of the newly constructed manufacturing building. It will rent the building to Bullwin Industrial Services, LLC, which is a manufacturing company as explained in the Company Details above. The building is 21,600 square feet, which increased the amount of work space for Industrial from their current location. Industrial did purchase used equipment, which did not qualify for exemption, but helped create the new job. They purchased 3 welding machines, 2 Lathes, & a Wash Station for cylinders. Both companies are owned 50/50 by Kody Winch and Brad Buller
<b>Explain:</b>	

(information entered below). I have uploaded the Baseline Calculation Worksheet for Bullwin Industrial since it is the entity that has created the job.

**Construction Jobs:**

0

**Total Estimated Jobs:**

11

**New Jobs for this phase:**

0

If no new jobs are being created with this project, will existing jobs be retained?

☒ Yes ☐ No

**If yes, provide a compelling reason(s) for retention:**

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## ESTIMATED PAYROLL

<b>Existing Jobs Payroll:</b>	\$380,000.00
<b>Existing Jobs Statewide Payroll:</b>	\$0.00
<b>New Direcy Jobs Payroll:</b>	\$90,000.00
<b>Contract Jobs Payroll:</b>	\$0.00
<b>Construction Jobs Payroll:</b>	\$0.00
<b>Total Estimated Payroll:</b>	\$470,000.00
<b>New payroll for current phase:</b>	\$0.00

## PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1150  
This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

**Note:** [Proof of Millage/Location form](#) must be completed by the parish assessor and uploaded to the attachments of this application.

**Total Property Taxes paid (most recent year for this site):** 4402.00

## BUSINESS LEGAL STRUCTURE

Is this company an LLC? ☒ Yes ☐ No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

### LLC Members

#### Legal Name

Kody Winch

Brad Buller

## ESTIMATED BENEFIT

<b>Investment Amount:</b>	\$1,064,869.00
<b>x Assessment Percentage:</b>	0.15
<b>x Millage Rate:</b>	0.1150
<b>=Annual Exemption</b>	\$18,375.38

<b>Annual Exemption * 5 years at 80%</b>	\$73,501.52
<b>+ Annual Exemption * 5 years at 80%</b>	\$73,501.52
<b>= Estimated Ten Year Property Tax Exemption</b>	\$147,003.04

## FEE CALCULATION

<b>Estimated Ten Year Property Tax Exemption :</b>	\$147,003.04
<b>x Rate</b>	0.005
<b>= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)</b>	\$735.02
<b>Amount Paid:</b>	\$753.77
<b>Amount Due:</b>	\$0.00

## ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage Rate	Bullwin - ProofofMillageLocationVerificationForm-signed.pdf	12/14/2021
Baseline Calculation Worksheet	Baseline Employment Worksheet.pdf	12/14/2021
Other	Assets Not Assessed.pdf	12/21/2021
Notarized Affidavit	Contract Affidavit.pdf	12/22/2021
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	12/31/2021
Notarized Affidavit	Contract Affidavit.pdf	1/6/2022
ES4	SUTA Reports.pdf	1/6/2022
Baseline Calculation Worksheet	Employee Baseline.pdf	1/27/2022
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	1/28/2022
Baseline Calculation Worksheet	Employee Baseline.pdf	2/2/2022
ES4	SUTA Reports.pdf	2/2/2022
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	2/2/2022
Breakdown of Purchases	Copy of ITEBreakdownofPurchases.xlsx	2/3/2022
Breakdown of Purchases	Copy of ITEBreakdownofPurchases - CORRECTED FINAL VERSION.xlsx	2/3/2022

## PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$753.77	12/31/2021	OD8KMN0Y5K	master_credit

## PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Kristie	Boudreaux	kristie@boudreauxandhebertcpas.com	Boudreaux & Hebert CPAs, LLC	1101 Hugh Wallis Rd S Suite 205 , Lafayette, LA, 70508	(337) 236-9992	Consultant
Kody	Winch	kodywinch@bullwinindustrial.com	Bullwin Enterprises, LLC	854 Hwy 397 , Lake Charles, LA, 70615	(337) 654-1914	Business Signatory

## CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Member

First Name: Kody

Last Name: Winch

Email Address: kodywinch@bullwinindustrial.com

## CERTIFICATION STATEMENT

☒ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

## FORM SIGNATURE

I, Kody Winch

, approve the above information.

A handwritten signature in blue ink, appearing to read "Kody Winch". The signature is fluid and cursive, with the first name "Kody" written in a larger, more prominent script than the last name "Winch".



CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification #20190292)

**EXHIBIT “A”**

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

BULLWIN ENTERPRISES, LLC

## **EXHIBIT "A" AGREEMENT**

This Agreement, as of the Effective Date, defined herein, is made among:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

BULLWIN ENTERPRISES, LLC ("Company"), a Louisiana Limited Liability Company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company owns the manufacturing building that houses the expansion of the Manufacturing Establishment located in Calcasieu Parish for the lease and use by Bullwin Industrial Services, LLC ("BIS"), a Company Affiliate, that resulted in an increase in BIS' capacity to manufacture hoses, cylinders and stainless steel fittings used in petrochemical, hydraulic and marine industries (the "Project"), and a new direct job and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Calcasieu Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to the creation of such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax,

other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

## **ARTICLE I DEFINITIONS**

### **Section 1.01 Definitions**

**"Advance Notification"** means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

**"Agreement"** means this Exhibit "A" agreement, and any amendments or modifications thereto.

**"Assignment"** means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or assignment is made in accordance with this Agreement.

**"Basic Health Benefits Plan"** means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

**"Board"** means the Louisiana Board of Commerce and Industry.

**"Capital Expenditures"** means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

**"Cessation of Operation"** means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

**"Certification of Compliance"** means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

**"Company"** means BULLWIN ENTERPRISES, LLC, a Louisiana Limited Liability Company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

**"Company Affiliate"** means any business entity that controls or is controlled by the Company or

by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company, including but not limited to BIS. Control means exercising authority over the management, business policies, and operations of the business entity.

**"Company Default"** is defined in Section 6.01(B).

**"Company Objectives"** means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

**"Contract Monitor"** is defined in Section 7.01(A).

**"Default"** has the meaning set forth in Article VI.

**"Default Payment"** means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

**"Effective Date"** is the date of execution of this Agreement by the Secretary.

**"Exemption"** means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

**"Exemption Contract(s)"** means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

**"Exemption Period"** means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 or, if the Project is located in Orleans Parish, beginning on August 1, of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

**"Force Majeure"** means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.

**"Governor"** means the Governor of the State of Louisiana.

**"ITEP"** means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

**"Jobs"** means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

**"LED"** means Louisiana Department of Economic Development.

**"Legislature"** means the Legislature of the State of Louisiana.

**"Local Governmental Entities"** with regard to Calcasieu Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

**"Manufacturing Establishment"** means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company or BIS into the stream of commerce.

**"Operation" or "Operational"** means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

**"Payroll"** means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

**"Project"** means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

**"Project Year"** means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

**“Qualified Contractor”** means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

**“Required Annual Jobs”** is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

**“Required Annual Jobs and Payroll”** refers, collectively, to Required Annual Jobs and Required Annual Payroll.

**“Required Annual Payroll”** is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

**“Rule(s)”** mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

**“Secretary”** means the Secretary of the Louisiana Department of Economic Development.

**“State”** means the State of Louisiana.

## **ARTICLE II AUTHORITY**

### **Section 2.01 LED Authority**

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

### **Section 2.02 Company Authority**

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

### **Section 2.03 Other Approvals**

This Agreement is not effective until signed by all Parties.

## **ARTICLE III REPRESENTATIONS**

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

## **ARTICLE IV OBLIGATIONS**

### **Section 4.01 LED Obligations**

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

### **Section 4.02 Company Objectives**

(A) Commencement of Operation. The Company owns the expanded Manufacturing Establishment and BIS commenced Operation by June 4, 2021, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$1,064,869.00 in Capital Expenditures and that the Project provided the creation of 1 Job with an annual Payroll of at least \$90,000.00, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company or Company Affiliate anticipates creating and, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2022	1	\$90,000.00
2023	1	\$90,000.00
2024	1	\$90,000.00
2025	1	\$90,000.00
2026	1	\$90,000.00
2027	1	\$90,000.00
2028	1	\$90,000.00
2029	1	\$90,000.00
2030	1	\$90,000.00
2031	1	\$90,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by after Company files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Operation does not commence on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

## ARTICLE V ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the “Sale or Transfer of Exempted Manufacturing Establishment.”

## ARTICLE VI DEFAULT AND RENEWAL CONSIDERATION

### Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further



remedy to or obligation imposed upon Company.

**(B) Company Default.** The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

**(1)** Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules.

**(2)** Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

**(3)** Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

**(4)** Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

**(C) Renewal Consideration.** Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

## **Section 6.02 Delay or Omission**

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

### **Section 6.03 Force Majeure**

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

### **Section 6.04 No Other Damages.**

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

## **ARTICLE VII REPORTS; AUDIT**

### **Section 7.01 Contract Monitoring**

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

### **Section 7.02 Annual Certification of Compliance**

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification

of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

### **Section 7.03 Audit**

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

### **Section 7.04 Reporting Rules Applicable**

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

## **ARTICLE VIII TERM**

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

## **ARTICLE IX MISCELLANEOUS**

### **Section 9.01 Non Discrimination**

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

### **Section 9.02 Captions**

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

**Section 9.03 Counterpart**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

**Section 9.04 Choice of Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

**Section 9.05 Jurisdiction and Venue**

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

**Section 9.06 Further Assurances**

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

**Section 9.07 Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

**To LED:**

Don Pierson, Secretary  
Louisiana Department of Economic Development  
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)  
11<sup>th</sup> Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)  
Telephone: (225) 342-3000

**To the Company:**

Kody Winch  
BULLWIN ENTERPRISES, LLC  
854 Hwy 397  
Lake Charles, LA 70615  
(337) 654-1914  
[kodywinch@bullwinindustrial.com](mailto:kodywinch@bullwinindustrial.com)

**Section 9.08 Amendment**

This Agreement may be amended only upon the written consent and approval of all Parties.

**Section 9.09 Rules Prevail**

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

**Section 9.10 Electronic Transaction; Electronic Signatures**

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

**\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\***

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

BULLWIN ENTERPRISES, LLC

By: Kody Winch  
Kody Winch (Apr 14, 2022 11:57 CDT)  
*Signature*

Kody Winch  
*Printed Name*

Title: Owner

Date: 04/14/2022

LOUISIANA DEPARTMENT OF  
ECONOMIC DEVELOPMENT

By:   
Don Pierson, Secretary

Date: 04/23/2022

LED CONTRACT MONITOR

Hud Usie  
Hud Usie (Apr 22, 2022 11:14 CDT)  
*Signature*

Hud Usie  
*Printed Name*

**AUTHORIZING RESOLUTIONS OF THE MEMBERS OF  
BULLWIN ENTERPRISES, LLC, A Limited Liability Company**

**RESOLVED**, that the manager of the Company, Kody Winch, is authorized and directed to execute all documents and to take such action as they may deem necessary or advisable for the Industrial Tax Exemption contract agreement between Louisiana Department of Economic Development and the company.

Effective Date: April 12, 2022



Kody Winch, Member



Brad Buller, Member/Manager

**State of  
Louisiana  
Secretary of  
State**



**COMMERCIAL DIVISION**  
**225.925.4704**

Fax Numbers  
225.932.5317 (Admin. Services)  
225.932.5314 (Corporations)  
225.932.5318 (UCC)

Name	Type	City	Status
BULLWIN ENTERPRISES, LLC	Limited Liability Company	LAKE CHARLES	Active

**Previous Names**

**Business:** BULLWIN ENTERPRISES, LLC

**Charter Number:** 43306248K

**Registration Date:** 1/4/2019

**Domicile Address**

6558 HWY 90 EAST  
LAKE CHARLES, LA 70615

**Mailing Address**

PO BOX 16600  
LAKE CHARLES, LA 70616

**Status**

**Status:** **Active**

**Annual Report Status:** **In Good Standing**

**File Date:** 1/4/2019

**Last Report Filed:** 3/23/2022

**Type:** Limited Liability Company

**Registered Agent(s)**

<b>Agent:</b>	KODY WINCH
<b>Address 1:</b>	20490 PARISH LINE RD
<b>City, State, Zip:</b>	KINDER, LA 70548
<b>Appointment Date:</b>	1/4/2019

<b>Agent:</b>	BRAD BULLER
<b>Address 1:</b>	25082 BARKER RD.
<b>City, State, Zip:</b>	KINDER, LA 70648
<b>Appointment Date:</b>	1/4/2019

**Officer(s)**

**Additional Officers: No**

<b>Officer:</b>	KODY WINCH
<b>Title:</b>	Member
<b>Address 1:</b>	20490 PARISH LINE RD
<b>City, State, Zip:</b>	KINDER, LA 70648

<b>Officer:</b>	BRAD BULLER
<b>Title:</b>	Member
<b>Address 1:</b>	25082 BARKER RD.
<b>City, State, Zip:</b>	KINDER, LA 70648



## **Amendments on File**

**No Amendments on file**

**Print**

**EXHIBIT 2**  
**CERTIFICATION OF COMPLIANCE**

**Contract Number for the Project:** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Project Physical Address:** \_\_\_\_\_

1. Has the contract for this project/phase been fully executed? Yes ☐ No ☐  
a. Complied with Article IV: Project Completion Report (PCR)? Yes ☐ No ☐  
b. Complied with Article VI: Affidavit of Final Cost (AFC)? Yes ☐ No ☐

If the answer to any of the above is "No", please explain: \_\_\_\_\_

2. Operation of the assets related to this project/phase:  
☐ Commenced, as of \_\_\_\_\_ and continues to date.  
(Date)  
☐ Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: \_\_\_\_\_

3. Capital Expenditures for this project/phase made as of \_\_\_\_\_ : \$ \_\_\_\_\_  
(Date – from PCR) (Amount – from AFC)

4. Required Annual Jobs (per Exhibit A, Section 4.02 (B)): \_\_\_\_\_  
a. Actual number of Jobs (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): \_\_\_\_\_

5. Required Annual Payroll (per Exhibit A, Section 4.02 (B)): \$ \_\_\_\_\_  
a. Actual annual Payroll (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): \$ \_\_\_\_\_

6. Has the Company offered a Basic Health Benefits Plan for this Project Year for Jobs? Yes ☐ No ☐

7. Are any Jobs at the Manufacturing Establishment attributable to:  
a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes ☐ No ☐  
b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes ☐ No ☐  
c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes ☐ No ☐

If the answer to 7.c. is "No", please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
  - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
  - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.
9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes ☐ No ☐

**CONTACT TYPE (select one):** Business ☐ Consultant ☐

Contact Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**CERTIFICATION**

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that, with regard to the above-referenced Industrial Tax Exemption project number, the information provided in this document and additional supporting materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

\_\_\_\_\_  
(Original Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

Please include a copy of this document and remit a check for \$250 (note contract number on check) made payable to:  
Louisiana Economic Development  
617 North 3<sup>rd</sup> Street, 11<sup>th</sup> Floor  
Baton Rouge, LA 70802










# Exhibit A - Bullwin Enterprises LLC #20190292

Final Audit Report

2022-04-23

Created:	2022-04-14
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAedjzjAN3xi2TjGB4yF2N-768WEIVKCiZ

## "Exhibit A - Bullwin Enterprises LLC #20190292" History

-  Document created by Christina Ocmand (Christina.Ocmand@la.gov)  
2022-04-14 - 3:32:55 PM GMT- IP address: 159.39.101.2
-  Document emailed to Kody Winch (kodywinch@bullwinindustrial.com) for signature  
2022-04-14 - 4:11:55 PM GMT
-  Email viewed by Kody Winch (kodywinch@bullwinindustrial.com)  
2022-04-14 - 4:57:28 PM GMT- IP address: 66.249.80.3
-  Document e-signed by Kody Winch (kodywinch@bullwinindustrial.com)  
Signature Date: 2022-04-14 - 4:57:56 PM GMT - Time Source: server- IP address: 12.249.149.254
-  Document emailed to aeriana.williams@la.gov for signature  
2022-04-14 - 4:57:58 PM GMT
-  Email viewed by aeriana.williams@la.gov  
2022-04-19 - 4:18:43 PM GMT- IP address: 159.39.101.2
-  Christina Ocmand (Christina.Ocmand@la.gov) replaced signer aeriana.williams@la.gov with Hud Usie (hud.usie@la.gov)  
2022-04-22 - 4:10:18 PM GMT- IP address: 159.39.101.2
-  Document emailed to Hud Usie (hud.usie@la.gov) for signature  
2022-04-22 - 4:10:18 PM GMT
-  Email viewed by Hud Usie (hud.usie@la.gov)  
2022-04-22 - 4:13:47 PM GMT- IP address: 159.39.101.2
-  Document e-signed by Hud Usie (hud.usie@la.gov)  
Signature Date: 2022-04-22 - 4:14:01 PM GMT - Time Source: server- IP address: 159.39.101.2
-  Document emailed to Don Pierson (don.pierson@la.gov) for signature  
2022-04-22 - 4:14:02 PM GMT

 Email viewed by Don Pierson (don.pierson@la.gov)

2022-04-22 - 5:35:35 PM GMT- IP address: 104.28.94.174

 Document e-signed by Don Pierson (don.pierson@la.gov)

Signature Date: 2022-04-23 - 3:30:27 PM GMT - Time Source: server- IP address: 159.39.101.2

 Agreement completed.

2022-04-23 - 3:30:27 PM GMT

**COOPERATIVE ENDEAVOR AGREEMENT  
CALCASIEU PARISH SCHOOL BOARD  
and  
SWLA CENTER FOR HEALTH SERVICES**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”), is made and entered into effective as of \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), pursuant to the 1974 Louisiana Constitution Article VII Section 14(B) wherein political subdivisions are permitted to use public funds/property for programs of social welfare for the aid and support of the needy; and Section 14(C), which empowers governmental and private entities to enter into Cooperative Endeavor Agreement, by and among the following parties:

**CALCASIEU PARISH SCHOOL BOARD** (hereinafter referred to as “School Board”), a political subdivision of the State of Louisiana, whose mailing address is 3310 Broad Street, Lake Charles, Louisiana 70601, herein appearing by and through its duly authorized representative, \_\_\_\_\_; and

**SWLA CENTER FOR HEALTH SERVICES** (hereinafter referred to as “SWLA Center”), a Louisiana non-profit corporation, which is a Federally Qualified Health Center (“FQHC”), as defined in Section 1905(l)(2)(B) of the Social Security Act (42 U.S.C. § 1396d(l)(2)(B)), and which provides primary and preventative health and medical services to medically underserved populations and receives grant funding under the Health Center Consolidation Act, particularly Section 330 of the Public Health Service Act (42 U.S.C. § 254b), represented herein by and through William Brent, III, its duly authorized Chief Executive Officer.

**RECITALS**

**WHEREAS**, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;

**WHEREAS**, Calcasieu Parish (the “Parish”) is designated by the United States Health Resources and Service Administration (HRSA), an agency of the U.S. Department of Health and Human Services (“DHHS”), as a geographic “Health Professional Shortage Area (“HPSA”) for; and

**WHEREAS**, the School Board owns certain equipment, movable and immoveable property and operates several institutions of education located in Calcasieu Parish;

**WHEREAS**, SWLA Center for Health Services (“SWLA Center”) has been designated by the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services as a federally-qualified health center [“FQHC”], as defined in Section 1905(1)(2)(B) of the Social Security Act (42 U.S.C. § 1396d(1)(2)(B);

**WHEREAS**, the School Board desires to cooperate with SWLA Center in the implementation of the project as hereinafter provided;

**WHEREAS**, the public purpose between the School Board and SWLA Center is for the provision of comprehensive primary and preventative physical, dental and mental/behavioral health services, as well as patient education and outreach to the Students, Faculty, and Staff of Kaufman Elementary School in a school-based health center.

**WHEREAS**, the School Board seeks to collaborate with SWLA Center to establish and/or continue the provision of a school-based health center on the premises of the referenced school campus, as more fully designated herein, to ensure that the health care needs of the students of Calcasieu Parish are addressed;

**WHEREAS**, the School Board seeks to allow SWLA Center to use a portion of the Kaufman Elementary School property not currently being used for educational purposes for the benefit of the public, including but not limited to the students of Calcasieu Parish; and

**WHEREAS**, the unused property that is designated by the School Board for use by SWLA Center to establish a school-based health center has not been allocated/designated as Section Sixteenth property; and

**WHEREAS**, the School Board specifically seeks to collaborate with SWLA Center in establishing a school-based health center for the provision of comprehensive primary and primary preventative care, to be located on the campus of Kaufman Elementary School (“School”) and within the building designated as \_\_\_\_\_ (hereinafter referred to as the “Building”), which is physically located at 301 Tekel Road, Lake Charles, Louisiana; and

**WHEREAS**, SWLA Center desires to occupy a certain portion of the Building for the provision of comprehensive primary and preventative physical, dental and mental/behavioral health services, as well as patient education and outreach (“Services”) and related uses, to the students, faculty and staff registered to attend Kaufman Elementary School, without regards to the patients’ ability to pay for such Services; and

**WHEREAS**, the School Board desires that SWLA Center be authorized to utilize the designated areas within the Building for the aforementioned purposes; and

**WHEREAS**, the School Board desires to cooperate with SWLA Center for the public purpose of ensuring that all students enrolled at Kaufman Elementary School, its faculty and staff have access to comprehensive, safe, and quality primary and preventative health care services, including dental and mental/behavioral health services, within the Parish; and

**WHEREAS**, the School Board has made a determination that the use of property owned by the School Board by SWLA Center for the provision of public healthcare services to all students faculty, and staff of Kaufman Elementary School and immediate family members, hereinafter defined as any minor children or spouses of faculty and staff (“Immediate Family Members”), as approved by the school, regardless of their ability to pay, serves a public purpose and is not gratuitous;

**WHEREAS**, the School Board has a reasonable expectation of receiving a benefit or value for the Parish community, as more fully set forth below in detail, that is at least equivalent to or greater than the consideration described in this Agreement; and

**WHEREAS** the School Board and SWLA Center hereby enter into this Agreement for the purpose of authorizing SWLA Center to utilize the designated areas within the Building for the provision of primary and preventative health care services, education and outreach to the students, faculty and staff of Kaufman Elementary School, and their Immediate Family Members.

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

1. **PUBLIC PURPOSE.** The parties agree that the public purpose for this Agreement is to provide certain students, faculty, and staff of Kaufman Elementary School, and their Immediate Family Members, as specifically defined herein, with access to primary and preventative health care services and related resources which will further benefit the health and welfare of students, faculty, and staff of Kaufman Elementary School. The parties have determined that (a) the use contemplated pursuant to this Agreement is for a public purpose that comports with a governmental purpose that the School Board may pursue; and (b) the use, taken as a whole, is not gratuitous; and (c) the School Board has a reasonable expectation of receiving at least equivalent value in exchange for the use contemplated by this Agreement.

2. **PROPERTY.**

- 2.1 A portion of Kaufman Elementary School located in Lake Charles, Louisiana 70607 bearing the municipal address of 301 Tekel Road, Lake Charles, Louisiana 70607 (“Building”), specifically designated as \_\_\_\_\_ together with all the improvements, rights of ways, servitudes, privileges and advantages thereunto belonging or otherwise pertaining thereto, hereinafter referred to as “Designated Space.” Such Designated Space comprised of approximately \_\_\_\_\_ +/- square feet of space and improvements/appurtenances will be located within the physical Building designated as the SWLA Center for Health Services School Based Health Center.



- 2.2 SWLA Center plans to utilize the Designated Space within the Building solely for the provision of primary and preventative health care services, patient education and outreach, and other purposes related thereto.

### **3. TERM.**

- 3.1 This Agreement shall commence on the Effective Date as first set forth above and shall continue in existence for a term of five (5) years (“Initial Term”). The Agreement shall automatically renew for successive terms of five (years) each (“Renewal Term”), unless either party notifies the other, in writing, at least sixty (60) days in advance of the expiration of the Term of its intent not to renew said Agreement.

### **4. OBLIGATIONS OF SWLA CENTER**

- 4.1 SWLA Center, a Louisiana non-profit corporation, is a Federally Qualified Health Center under Section 330 of the Public Health Service (“PHS”) Act (42 U.S.C. § 254b). SWLA Center’s mission is to provide high quality, comprehensive primary and preventive health care and support services in a safe environment of care, respect and dignity in a cost-effective manner. That mission allows SWLA Center to identify and eliminate unique health disparities of residents in the parishes and surrounding areas it serves. The residents of those parishes and surrounding areas will be provided safe, quality, culturally competent, comprehensive primary and preventive health care services, regardless of race, ethnic origin, age, sex, religion, or ability to pay.
- 4.2 Occupancy and Use. SWLA Center shall occupy and use the Designated Space within the Building during the Term of this Agreement, in accordance with the terms and conditions set forth herein. SWLA Center will provide, at no cost to the School Board, and in its discretion and judgment, comprehensive primary and preventative health care services, patient education and outreach activities, as well as other lawful services related thereto, to certain students, faculty, and staff of Kaufman Elementary School, and their Immediate Family Members. SWLA Center’s activities shall not interfere with the educational mission of the school or use of the school building and premises by the School Board. Pursuant to this Agreement, services to be offered by SWLA Center may include, but not be limited to the following, which collectively shall be referred to herein as “Services”:
- 4.2.1 Primary and preventive health care services, including immunizations, annual comprehensive physicals, behavioral health, and dental services to the students, faculty, staff of Kaufman Elementary School, and their Immediate Family Members.
- 4.2.2 Provide health, wellness and nutritional education to students, faculty, and staff of Kaufman Elementary School;

- 4.2.3 Provide appropriate professional, medical and administrative staffing during school-based health center hours of operation;
- 4.2.4 Provide after-hours medical and mental/behavioral health coverage to those students, faculty, and staff of Kaufman Elementary School who utilize the school-based health center during normal school-based health center hours of operation. Such services will be available at SWLA Center's non-school based health center locations;
- 4.2.5 A Sliding Fee Discount Program to all patients that fall below the 200% Federal Poverty Guideline, as established by the DHHS and published in the Federal Register. Per SWLA Center policy, all patients are notified of the Sliding Fee Discount Program. This Program allows all patients access to comprehensive primary and preventative health care services, regardless of his or her ability to pay. Patients at or below 100% FPG, are charged only a nominal fee (i.e. \$12.00) for Services provided, despite the actual amount of the services provided. All amounts in excess of this nominal fee are "charged off" by SWLA Center and not collected from the patient. Patients with incomes above 100% of the current FPG and at or below 200% of the current FPG, are also provided with discounts based on their ability to pay. Any amounts in excess of these sliding discount fee are "slid off" by SWLA Center and are not collected from the patient. All uncollected amounts are referred to as "Charity Care Costs".
- 4.2.6 Ensure access to SWLA Center services at its off-campus location in Lake Charles, Louisiana, which includes the following services:
  - 4.2.6.1 Certified Application Counselors (CAC) who are certified by the La. Department of Insurance under the Senior Health Insurance Program to assist eligible individuals in enrolling in the U.S. DHHS, Centers for Medicare and Medicaid Services (CMS) Medicare Program; by the La. Department of Health to assist eligible individuals in enrolling in the Medicaid Program; and by CMS to assist eligible individuals in enrolling in Health Insurance Marketplaces under the Affordable Care Act, at no added costs to these individuals or the Parish.
  - 4.2.6.2 Access to discounted prescriptions through SWLA Center's HRSA approved 340B Pharmacy Program for all SWLA Center patients;
  - 4.2.6.3 Access to CACs that will assist all students, faculty, and staff of the Kaufman Elementary School, and their Immediate Family Members in applying for medication assistance from various manufacturers through the Patient Assistance Program for prescribed medications.
  - 4.2.6.4 Collaboration with community programs such as Council on Aging, Parish Health Unit, and local AARP in providing patient education, training and

access to Services offered by SWLA Center, at no additional costs to the Parish.

- 4.3 Services and Equipment. At its own cost and expense, SWLA Center shall be responsible for procuring and the payment of all costs and equipment necessary to support and maintain its operations at the Building. SWLA Center shall be responsible for the general cleaning of the Designated Space of the school-based health center within the Building. However, the School Board shall continue to maintain the premises of the Building, including the Designated Space, as fully set forth in Section 5.2 of this Agreement.
- 4.4 Payment Terms. During the Term of this Agreement, in consideration of the Services described above, the School Board hereby agrees to provide the following benefits to SWLA Center, in the following manner:
- 4.4.1 To provide SWLA Center with the use of the Building as an in-kind contribution by the School Board to ensure that the students, faculty, and staff of Kaufman Elementary School have access to the Services, without regards to the patient's ability to pay or additional costs otherwise to be incurred by the School Board in providing these Services.
- 4.4.2 SWLA Center will provide the School Board with an annual accounting of the amount of uncompensated or undercompensated care provided to the students and faculty of Kaufman Elementary School.
- 4.5 Additional Costs and Expenses. No additional costs or expenses incurred by SWLA Center in performance of this Agreement shall be reimbursed or paid by the School Board, unless agreed upon in writing by the parties.
- 4.6 Incident Reporting. SWLA Center agrees to promptly report by telephone any incidents involving claims of personal injury, property damage and/or the necessity for repairs therein involving the Building.
- 4.7 Warranty of Qualifications and Personnel. SWLA Center warrants that it is qualified to carry out the Services for the intended purposes of this Agreement. In the event SWLA Center becomes unfit nor qualified for any reason as related to the provision of the aforementioned services rendered in conjunction with the use of the Building, then SWLA Center agrees to terminate its services and withdraw from work herein at no cost to the School Board. SWLA Center further acknowledges and agrees that its personnel will be qualified and competent to perform the aforementioned services rendered in conjunction with the use of the Building. In addition, SWLA Center will be responsible for background checks of its personnel who have direct contact with School Board students.
- 4.8 Security and Traffic. SWLA Center shall be responsible for providing security and traffic control related to its activities on the premises, and for the safekeeping of

the Building and its contents. SWLA Center shall coordinate such activities with those of the School Board.

- 4.9 Storage on Premises. No hazardous substances or controlled substances shall be stored on the premises. Neither shall the premises be used for parking of trailers or other vehicles, other than those for personal transportation of patients, clients, patrons, and staff.
- 4.10 Other Uses. SWLA Center shall be permitted to use only the Building or portions thereof which are the subject of this Agreement, and only for the purposes set forth herein. SWLA Center may not use any other area of the school without the prior consent of the School Board. SWLA Center shall submit to the School Board proposed content and placement of signs and messages which are to be publicly displayed on the premises, and shall be responsible for advising its patrons, clients, and patients that the School Board is not responsible for activities of SWLA Center.
- 4.11 Utilities. SWLA Center shall notify the School Board prior to utilization or instillation of equipment which may substantially increase the cost of the School Board for utilities, telephone and internet service, and maintenance. Responsibility for any such increase in costs shall be subject to negotiation between the parties.

## **5. OBLIGATIONS OF SCHOOL BOARD.**

- 5.1 Grant of Use. For the consideration provided pursuant to and as set forth in this Agreement, the School Board agrees to deliver possession of designated areas within the Building to SWLA Center and to further allow SWLA Center to comply and utilize the Building for the purpose of providing the Services previously described in Section 4.1 of this Agreement, and/or such other services as subsequently agreed upon by the Parties hereto.
- 5.2 Utilities, Equipment and Maintenance. The School Board shall, at its own expense, and within a reasonable period of time, be responsible for providing the following:
- 5.2.1 All utilities, including HVAC, electricity, water service, telephone and internet services.
- 5.2.2 Intercom connection and equipment.
- 5.2.3 Repair and maintenance of facilities to the Designated Space of the school-based health center within the Building.
- 5.2.4 Any and all repairs of whatsoever nature or character that may become necessary to the Building during the Term of this Agreement. Such repairs shall include, but are not limited to, repairs, improvements and/or replacements to the roof, foundation, floors, outside walls, structural components, plumbing, electrical and/or HVAC systems of the Building, unless the need for such was caused by the

acts or omissions of SWLA Center. However, the School Board shall not be obligated to make any repairs, improvements, and/or replacements unless it is notified in writing of the need to do so and have had a reasonable period of time to do so. Furthermore, the School Board shall not be liable to make any repairs, improvements and/or replacements to property belonging to SWLA Center that is located within the Designated Space.

- 5.3 Inspections. The School Board may conduct monthly building inspections and take any action necessary concerning the Building as set forth in Section 5.2 of this Agreement. The School Board may enter the Building at reasonable times for such inspections, upon provision of prior notice to SWLA Center, and further provided that the School Board will not unduly and adversely interfere with SWLA Center's use of the Building, its daily operations, or violate any patient confidentiality provisions.

## **6. TERMINATION.**

- 6.1 Either party shall have the right to terminate this Agreement immediately based upon the failure of the other party to comply with a material term and/or condition ("Material Defect") of this Agreement, provided that the party seeking to terminate this Agreement has provided the other party with written notice specifying its failure to comply. If within 30 days after receipt of such notice, the party on notice has not either corrected the Material Defect, or, in the case which it cannot be corrected in 30 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the party seeking to terminate may, at its option, place the other party in default and the Agreement shall terminate on the date specified in such notice. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the breaching party to comply with the terms and conditions of this Agreement.
- 6.2 Either party may terminate this Agreement without cause and without penalty by providing at least sixty (60) days advanced written notice of its intent to terminate.
- 6.3 Upon the effective date of the termination of this Agreement, SWLA Center shall promptly make adequate provision to promptly transfer possession of the Designated Space within the Building to the School Board. Any improvements made to the premises shall become the property of the School Board upon termination of this Agreement.

## **7. OWNERSHIP OF WORK PRODCUT, CONFIDENTIALITY AND COPYRIGHT.**

- 7.1 All records, reports, documents and other material created, received, maintained or stored by SWLA Center within the Building shall remain the property of SWLA Center.

- 7.2 At any time during the term of this Agreement, and upon expiration or termination of this Agreement, the School Board shall have the right to require SWLA Center to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement, that is not otherwise confidential, within five (5) business days of receipt of written notice issued by the School Board.
- 7.3 Confidentiality. The above referenced work product shall be held confidential by the parties and shall not be shared with any other entity without the express written consent of both parties. All student information is deemed confidential and may not be disclosed except in accordance with applicable privacy laws.
- 7.4 Copyright. No work product, including records, reports, documents, memoranda or notes obtained or prepared by either party under this Agreement shall be the subject of any copyright or application for copyright on behalf of the other party.

## **8. AUDIT.**

- 8.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of inspecting and auditing all data, records, and accounts of SWLA Center which relate to this Agreement.
- 8.2 SWLA Center and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four (4) years after the date of termination of the Agreement.

## **9. ANTI-DISCRIMINATION CLAUSE.**

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

## **10. INDEMNIFICATION; INSURANCE.**

- 10.1 Indemnification. SWLA Center shall indemnify and hold harmless the School Board against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the School Board growing out of, resulting from, or by reason of any act, whether intentional or

negligent, or omission of SWLA Center, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the School Board's fees and costs of litigation, including, but not limited to, reasonable attorneys' fees. School Board shall indemnify and hold harmless the SWLA Center against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the SWLA Center growing out of, resulting from, or by reason of any act intentional or negligent, or omission of School Board, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include SWLA Center's fees and costs of litigation, including, but not limited to, reasonable attorneys' fees.

## 10.2 Insurance.

10.2.1 General Commercial Liability Insurance. SWLA Center, at its own costs, shall maintain a policy of General Commercial Liability Insurance in the minimum limits of One Million and no/100<sup>th</sup> (\$1,000,000) per occurrence and Two Million and no/100<sup>th</sup> (\$2,000,000) annual aggregate for bodily injury/property damage and shall have the liability policy endorsed to name Calcasieu Parish School Board as an additional insured thereon throughout the Term of this Agreement and for any Renewal Term, and to provide School Board with a copy of the certificate of coverage, upon request and Waiver of Subrogation.

10.2.2 Professional Liability Malpractice Insurance. SWLA Center has deemed status under the Federal Tort Claims Act (FTCA) for professional malpractice coverage in accordance with the provisions and authority of the Federally Supported Health Center Assistance Act of 1995 (P.L. 104-73), which extends coverage for medical, surgical, dental and related community health functions performed by SWLA Center employees within the authorized scope of project as provided under the FTCA. In the event, SWLA Center is no longer eligible for deemed status under FTCA, SWLA Center, at its own cost, shall maintain a policy for professional malpractice coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each occurrence and Three Hundred Thousand Dollars (\$300,000) in the aggregate annually with participation in the Louisiana Patient Compensation Fund as a qualified health care provider. In the event SWLA Center does not participate in the Louisiana Patient Compensation Fund, SWLA Center shall maintain a policy of professional malpractice coverage with minimum limits of One Million and no/100 (\$1,000,000) Dollars per occurrence and Two Million and no/100 (\$2,000,000) Dollars annual aggregate.

10.2.3 Worker's Compensation Insurance. SWLA Center, at its own costs, shall obtain and maintain a policy of Workers' Compensation Insurance in the

minimum limits of One Million and no/100 (\$1,000,000) Dollars per occurrence and One Million and no/100 (\$1,000,000) Dollars per annual aggregate of Employer's Liability covering all its statutory employees, contractors and/or sub-contractors associated with the School-based clinic to which this agreement applies, and shall provide a Waiver of Subrogation in favor of School Board within this insuring agreement.

## **11. MISCELLANEOUS PROVISIONS.**

- 11.1 Survival. In the event that any one or more of provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 11.2 Partial Invalidity; Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11.3 Entire Agreement; Modification. This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.
- 11.4 Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 11.5 Legal Compliance. SWLA Center and the School Board shall comply with all federal, state, and local laws and regulations, including specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.
- 11.6 Non-Waiver. Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.



- 11.7      Relationship Between the Parties: Exclusion of Benefits. SWLA Center is engaged by the School Board for the purposes set forth in this Agreement. The relationship between SWLA Center and the School Board shall be, and only be, that of an independent contractor and neither party shall not be construed to be an employee, agent, partner of, or in joint venture with the other party. SWLA Center shall be solely responsible for the supervision and performance of the work of its employees, agents, officers, directors and contractors, for their control, direction, safety, for their acts and omissions in the performance of the work described in this Agreement, and for the payment of their wages, benefits, taxes and charges with respect to their work.
- 11.8      Acknowledgement of Exclusion of Worker's Compensation Coverage. School Board and SWLA Center expressly agree that SWLA Center is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that School Board shall not be liable to SWLA Center or to anyone employed by SWLA Center for any benefits or coverage provided by the Workers' Compensation Laws of the State of Louisiana or for unemployment compensation coverage. Moreover, SWLA Center shall not be liable to the School Board or to anyone employed by the School Board for any benefits or coverage as provided by the Workers' Compensation Laws of the State of Louisiana or for unemployment compensation coverage.
- 11.9      Acknowledgement of Exclusion of Unemployment Compensation Coverage. School Board and SWLA Center expressly declare and acknowledge that SWLA Center is an independent contractor and, as such, is being engaged by the School Board under this Agreement as noted and defined in La. R.S. 23:1472, et. seq. and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:
- 11.9.1      SWLA Center has been and will be free from any control or direction by the School Board over the performance of the services covered by this Agreement;
- 11.9.2      The services to be rendered by SWLA Center are outside the normal course and scope of the School Board's usual business; and
- 11.9.3      SWLA Center is customarily engaged in an independently established trade, occupation, profession or business.

Consequently, neither SWLA Center nor anyone employed or contracted by SWLA Center shall be considered an employee or agent of the School Board for the

purpose of unemployment compensation coverage or for any other purpose whatsoever.

- 11.10 Force Majeure. Neither party shall be considered in default in the performance of its obligations to the extent that its performance is prevented, hindered, or delayed by any cause beyond its reasonable control, including but not limited to acts of God, strikes, epidemics, floods, hurricanes, tornadoes, and power failures.
- 11.11 Employment of State Personnel. SWLA Center certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.
- 11.12 Covenant Against Contingent Fees. SWLA Center warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for SWLA Center, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for SWLA Center any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the School Board shall have the right to annul this Agreement without liability.
- 11.13 Remedies for Default. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana, including but not limited to the following:
- 11.13.1 Require SWLA Center to present to the School Board a written plan of correction to cure the failure and report periodically in writing to the School Board on SWLA Center's progress in curing such failure until the failure is cured;
- 11.13.2 Take any lawful action at law or in equity to enforce the performance and observation of any obligation, agreement, or covenant of SWLA Center under this Agreement; or
- 11.13.3 Terminate this Agreement in accordance with the provisions set forth herein.
- 11.14 Authority. Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

- 11.15     Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 11.16     Reserved Rights. At all times during the term of this Agreement, School Board, and specifically Kaufman Elementary School, reserves the right, in its sole discretion, to prohibit access to its premises, in accordance with School Board and school policies, procedures and protocols.
- 11.17     No Assignment. Neither this Agreement nor any of the rights of SWLA Center hereunder may be mortgaged, assigned or otherwise transferred without the prior written consent of the School Board. SWLA Center may not lease or sublease the premises without the prior written consent of the School Board.
- 11.18     No Warranty of Suitability. SWLA Center accepts the building and appurtenances which are the subject of this Agreement in their present condition, and waives all claims and potential claims related to the suitability of the premises for the uses and purposes set forth herein.
- 11.19     No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of an official, trustee, officer, agent or employee of any of the parties hereto in their individual capacities, and they shall not be personally liable with respect to this Agreement nor shall they be subject to personal liability or accountability under this Agreement by reason of the execution thereof.
- 11.20     No Third Party Beneficiary. This Agreement is neither intended to nor does it create any rights, claims or causes of action in favor of any person other than the named parties to this Agreement.
- 11.21     Headings. Each paragraph of this Agreement has been supplied with a heading which serves only as a guide to its contents. Headings do not control the meaning of the paragraphs or in any way determine their interpretation.
- 11.22     No Authorship Presumption. The parties hereto have negotiated the language of this Agreement in consultation with their legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The parties each waive the benefit of any such rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party who drafted that provision.

11.23 Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

To:  
CALCASIEU PARISH SCHOOL BOARD:  
310 Broad Street  
Lake Charles, Louisiana 70601  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_

To:  
SWLA CENTER FOR HEALTH SERVICES:  
2000 Opelousas Street  
Lake Charles, Louisiana 70601  
**Attn: William Brent, III**  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, as of the day and year first written above.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**SCHOOL BOARD:**

CALCASIEU PARISH SCHOOL BOARD

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SWLA CENTER:**

SWLA CENTER FOR HEALTH SERVICES

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

Name: William Brent, III

Title: Chief Executive Officer

May 2, 2022

To:	Karl Bruchhaus, Superintendent Annette Ballard, School Board President
From:	Michelle L. Joubert, Early Childhood Director
Subject:	Approval of Head Start COVID-19 grant award

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

**Grant Source:** Federal

**Grant Amount:** \$395,463

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

**Person Applying:** Michelle L. Joubert – Early Childhood Director

**Purpose:** Head start COVID grant - Consider hiring bonuses, hazard pay, return-to-work incentives, child care stipends, retention bonuses, or temporary raises in pay, particularly for staff positions that are difficult to fill (45 CFR §75.431). Ensure staff have sufficient paid leave, including to receive the COVID-19 vaccine and recover from any side effects, as well as to quarantine or recover if they are exposed to or contract COVID-19. Any incentives for staff must be reasonable and subject to an established written policy of the grant recipient for allowability (45 CFR §75.431). Programs are reminded to update their written policies and procedures to reflect staff incentives. Programs should carefully communicate with staff that any incentives with one-time funding sources are not permanent. Programs may consider ways to link such incentives to a commitment from the employee to remain in their position for a certain period of time.

## Item 10.A.

### BID REPORT

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

**28-Apr-22**

**DESCRIPTION:** Administrative Area Modifications Maplewood Middle & Elementary Schools  
**FUNDS:** SD # 23 Bond Funds  
**BID NUMBER:** 2022-06PC  
**DESIGNER:** Ellender Architects & Associates LLC

CONTRACTOR	BASE BID
Group Construction , LLC	\$1,264,000.00
Ryder & Ryder LTD	\$986,400.00
Garden City construction , Inc.	\$1,300,000.00
Dynamic Group , LLC	\$1,885,009.39
Hackley Enterprises, LLC	No Bid
Pat Williams Construction LLC	No Bid
J C Lewis Construction LLC	No Bid

The Committee recommends award of the contract to:

Ryder & Ryder , LTD  
BASE BID \$986,400.00  
Nine Hundred Eighty-Six thousand Four Hundred Dollars and No/100  
as the lowest qualified bidder meeting specifications.

# BID REPORT

## ITEM 10.B.

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

DATE: 4-May-22

DESCRIPTION: Sam Houston High School - Courtyard Improvements

FUNDS: Sales Tax District 3 Funds

BID NUMBER: 2022-08PC

DESIGNER: Champeaux Evans Hotard, APAC

CONTRACTOR	BASE BID	ALT. #1	ALT.#2	Total
K & J Development	\$ 510,000.00	\$ 122,000.00	\$ 6,000.00	\$ 638,000.00
Hicks Enterprise	\$ 142,510.00	\$ 142,150.00	Not Received	

Low bidder did not have license number on outside of envelope as states on Notice to Bidders and did not acknowledge Addendum #2  
So that bid is rejected and next lowest is taken

The Committee recommends award of the contract to:

K & J Development

BASE BID AND ALTERNATE 1 IN THE AMOUNT OF: \$ 638,000.00

Six Hundred Thirty Eight Thousand Dollars and No/100

as the lowest qualified bidder meeting specifications.

Alternate Descriptions:

1: Add demolition and replacement of existing concrete sidewalks, foundations and canopies South end of the Courtyard

Alt: 2 Add, provide, install Black Vinyl Coated Galvanized Chain Link Fencing in lieu of Galvanized Chain Link Fencing (fabric gauge to remain as specified)

## ITEMS 12. A. and B.

TO: WILFRED BOURNE  
PEGGY CARLILE  
ROBERT BARRENTINE  
DENNIS BENT

FROM: Tony Motamedi, PURCHASING SUPERVISOR

RE: BIDS for May. 2022

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### **PERMISSION TO ADVERTISE:**

- 1) Permission to advertise for Chemicals for food services for the 2023 school year.
- 2) Permission to advertise for a WRECKER for the transportation department.

### **BID REPORTS:**

**No Report**



## Item 12.C.

## REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

**Description:**

Westwood Elementary Gymnasium

**Funds:** School District # 23 Bond Funds

**Designer:**

King Architects, Inc.

**Advertise:** To be determined

Karl Bruchhaus, Secretary  
Calcasieu Parish School Board

Cc: Bourne, HHeath

## CHANGE ORDER

Item 13.A.

Change Order No: 4Date: April 6, 2022Project: Brenda Hunter Head Start  
Improvements - Phase IIIProject No: MA2003 Bid No.: 2021-08PCTo: Calcasieu Parish School BoardYou are directed to make the following change in this contract:  
(Attach itemized breakdown)The Original Contract Sum \$2,207,000.00Net Change by Previous Change Orders \$64,037.00Contract Sum Prior to this Change Order \$2,262,491.00Contract Sum will be **increased** by this Change Order: \$0.00New Contract Sum including this Change Order \$2,262,491.00Contract Time will be **increased** by this Change Order: 48 DaysRevised Contract Completion Date June 13, 2022

## RECOMMENDED

Moss Architects, Inc.  
(Designer)3221 Ryan Street, Ste B  
Lake Charles, LA 70601By: Date: 4/7/22

## ACCEPTED

Seth Priola Construction, LLC  
(Contractor)6116 W. Myrtle Bay Drive  
Lake Charles, LA 70605By: Date: 4/27/22

## APPROVED

Calcasieu Parish School Board  
(Owner)3310 Broad Street  
Lake Charles, LA 70615

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

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

## PROPOSED CHANGE ORDER ITEMS

Date: April 6, 2022

Project: Brenda Hunter Head Start - Improvements - Phase III

Project #: MA2003

Change Order #: 4

1) For extension of Contract time due to inclement weather.

Add: 48 days

Total Amount Added This Change Order: \$0.00

Total Days Added This Change Order: 48

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
<b>RESIGNATION</b>				
Arrant, Margaret	Librarian	Western Heights	5/27/2022	Personal Reasons
Fields, Jasmine	Café Tech	College Oaks	1/28/2022	Personal Reasons
Hales, Nancy	Bus Driver	W W Lewis	4/29/2022	Personal Reasons
Holleman, Jacob	Teacher	Barbe High	5/27/2022	Accepted job outside of educaion
Harrell, Kristen	Teacher	Sulphur	5/27/2022	Spouse Transferred
Hathaway, Hanna	Para	Henry Heights	4/13/2022	Personal Reasons
LaCombe, Khranna	Clerk 5C3	Speech	4/13/2022	Personal Reasons
Parker, Kathleen	Custodian	Tech Dept	5/13/2022	Accepted position with CPSB
Roland, Chelsi	Para	Prien Lake	4/14/2022	Accepted job outside of educaion
Solomon, Denson	Custodian	College Street T&I	5/6/2022	Personal Reasons
Thompson, Kayla	Teacher	Western Heights	5/27/2022	Spouse Transferred
Toups, Lindsey	Teacher	DeQuincy Primary	8/4/2022	Accepted teaching job within La.
Vincent, Mary	Maid	Prien Lake	5/27/2022	Personal Reasons
<b>RETIREMENT</b>				
Basile, Lena	Para	J D Clifton	5/27/2022	
Benglis, James	Teacher	Barbe High	5/27/2022	
Denison, Marcia	Teacher	Iowa	8/12/2022	
Dobson, Brandi	Teacher	Westwood	5/27/2022	
Durflinger, Teresa	Bus Driver	Moss Bluff Elem	5/27/2022	
Ellender, Sarah	Clerk B	T H Watkins	5/27/2022	

Hagerich, Michelle	Teacher	Oak Park Middle	5/27/2022	
Matte, Whitney	Teacher	M J Kaufman	5/27/2022	
Nelson, Laura	Assistant Principal	Barbe Elementary	6/21/2022	
Polansky, Jo	Teacher	Barbe High	4/25/2022	
Riggins, Mable	Café Tech	Vinton Elementary	5/30/2022	
Royer, Burton	Carpenter	DeQuincy Maintenance	6/30/2022	
Smith, Ellen	Teacher	Hospital Homebound	5/27/2022	
Stephens, Lee	Teacher	W W Lewis	5/27/2022	
Thibodeaux, Selena	Café Tech	Iowa	5/27/2022	
Wilks, Cindy	Para	Moss Bluff Middle	5/27/2022	

**RETIRE-REHIRE TERM**

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**MATERNITY LEAVE**

Due Date:

Arville, Danielle	Para	St John	4/26/2022 to 6/10/2022	4/30/2022
Babineaux, Kasen	Clerk B1-3	R W Vincent	8/4/2022 to 10/3/2022	8/4/2022
Buquet, Bailey	Teacher	R W Vincent	8/12/2022 to 8/29/2022	4/2/2022
Johnson, Skye	Teacher	R W Vincent	10/4/2022 to 11/28/2022	10/4/2022
Kingsley, Mary	Speech Therapists	Speech Therapy	8/12/2022 to 10/7/2022	8/15/2022
Morgan, Amy	Speech Therapists	Speech Therapy	9/23/2022 to 11/21/2022	9/23/2022
Nash, Brittney	Teacher	R W Vincent	8/10/2022 to 10/12/2022	8/10/2022
Reves, Holly	Teacher	R W Vincent	9/1/2022 to 10/27/2022	9/1/2022
Rochester, Lindsay	Counselor	Gillis	8/7/2022 to 9/18/2022	8/7/2022

**WAIVE ACT 715**

Collins, Christine	Counselor	Gillis	5/27/2022	
Fontenot, Laura	Teacher	S J Welsh	5/27/2022	
Foreman-Adaway, Nicole	Principal	Kaufman	6/20/2022	
Tarasiewicz, Melissa	Teacher	Maplewood Elementary	5/28/2022	

**EXITING/DROP  
RETIREMENT**

Doyle, Yvonne	Principal	DeQuincy Middle	6/20/2022	
Reeves, Christine	Para	College Oaks	8/8/2022	
Simpson, Sally	Para	LaGrange	9/30/2022	
Wieschhaus, Stephen	Director	Warehouse	7/28/2022	

**PROFESSIONAL SABBATICAL**


**MEDICAL SABBATICAL**

Clark, Jeanie	Teacher	Starks	8/5/2022 to 5/26/2023	
Gotreau, Ashbrooke	Teacher	College Oaks	8/5/2022 to 5/26/2023	
Prudhomme, Kim	Teacher	LeBleu Settlement	8/5/2022 to 01/05/2023	

**LEAVE WITHOUT PAY**

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APPROVED 4/30/2022

