
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
SPECIAL CALLED BOARD MEETING
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET LAKE
CHARLES, LOUISIANA
Thursday, July 30, 2020

1. Prayer and Pledge of Allegiance- Annette Ballard
2. Roll Call
3. Take Appropriate Action
 - A. Consideration of Cooperative Endeavor Agreement with Gravity Drainage District 2, Ward 3/Drainage Servitude, Barbe High School
 - B. Consideration of amended 2020-2021 school calendar
 - C. Adopt Policy EBBI – Public Health Emergency
 - D. Consideration of adoption of Return to School Plan for 2020-2021 school year-EBBI-AP
4. Adjourn Meeting

PARISH OF CALCASIEU

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

for

DRAINAGE SERVITUDE

This drainage servitude agreement ("**Drainage Servitude**", or "**Agreement**") is made and entered into as of the date subscribed below by and between:

CONSOLIDATED GRAVITY DRAINAGE DISTRICT NUMBER TWO, CALCASIEU PARISH (EAST CALCASIEU) (the "**District**") a political subdivision of the State of Louisiana, with offices located at 1204 Lakeshore Drive, Lake Charles, Louisiana 70601 represented herein by its Superintendent, Michael Polk, appearing pursuant to

Resolution of Authority approved at the regularly scheduled meeting on the 13th day of July, 2020, and

CALCASIEU PARISH SCHOOL BOARD, (the "**School Board**") a political subdivision of the State of Louisiana, with offices at represented herein by its Superintendent, Karl Bruchhaus, appearing pursuant to [Resolution No. _____] approved at the regularly scheduled meeting on the ____ day of _____, 2020.

RECITALS

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

B. In furtherance of the public services it provides, the School Board wishes to improve the drainage of property it owns and where Barbe High School sports facilities and other improvements are located;

C. In furtherance of the public services it provides and in an effort to alleviate flooding or the threat of flooding of properties in the vicinity, including the School Board property as well as a number of residential and commercial properties, the District intends to undertake certain improvements to a drainage feature lying on School Board property;

D. The public purpose served by this cooperative endeavor agreement is to improve drainage and protect public and private properties from flooding and to enhance and beautify the downtown area;

E. The obligations undertaken by each party hereto are not disproportionate to the benefits derived there from; and,

F. The District and the School Board wish to partner and cooperate under the terms and conditions set forth herein to fulfill their shared goals; and accordingly

NOW, THEREFORE, for and in consideration of the premises, the benefit of improved drainage and flood abatement for both the School Board's property as well as other properties in the vicinity, the School Board and District agree as follows:

1. **Servitude for Drainage.**

1.1 The School Board grants and conveys to the District a perpetual, nonexclusive predial servitude, right of way, and/or easement for maintenance and storm water drainage purposes over, under, across and through the following described property:

A tract of land measuring 46.76 acres located in the West Half of the Southeast Quarter of Section 23, Township 10 South, Range 9 West and in the Southwest Quarter of the Northeast Quarter of Section 23, Township 9 South, Range 9 West, Calcasieu Parish, Louisiana, described as commencing at a point 30 feet East and 2,136.8 feet North of the Southwest corner of the Southeast Quarter of Section 23, Township 10 South, Range 9 West, thence East a distance of 1,347.95 feet to a corner, thence North a distance of 1,502.5 feet to a corner, thence West a distance of 1,347.00 feet to a corner which is 35 feet East of the North-South center line of Section 23, thence South for a distance of 1,521.10 feet to the Point of Commencement, all as is shown on the plat of survey prepared by Fred N. Shutts, Civil Engineer, dated December 2, 1965, attached to the deed filed January 27, 1966, bearing Clerk's File No. 1014592 and recorded in Conveyance Book 947, page 221, records of Calcasieu Parish, Louisiana.

1.2 The particular location of the servitude shall be twenty (20) feet wide and is generally located along the high bank of the existing ditch located along the southern boundary of the above described property (the "**Maintenance Servitude**") as generally depicted on the attached Exhibit "A".

1.3 This grant includes the right of the District, its contractors, agents, and employees to enter the above described property at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm drainage, storm water facilities and ground surface drainage ways (the "**Drainage Improvements**").

1.4 This grant also includes the right to cut, trim, or remove from the Maintenance Servitude trees, shrubs, or other vegetation as in the District's judgment unreasonably interfere with the Maintenance Servitude or the Drainage Improvements.

1.5 The District shall repair any damage to property of the School Board or pay any damages which may be caused to property of School Board solely by District's activity on, or use of, the land subject to this servitude, which excludes the effects of natural forces related to normal drainage including erosion.

1.6 The School Board reserves the right to use the land subject to this servitude provided such use shall not include any use that interferes with the exercise by the District of the rights granted by this agreement.

2. **Limitations.** It is understood and agreed that the grant herein made is intended to and does confer only the rights to use the designated servitudes for the purposes set out herein and for no other purposes whatsoever. No right of ownership of any nature is vested in District in and to the land over which said Maintenance Servitude exists. The ownership of said land being vested in and shall continue to be vested in School Board, its successors and assigns.

3. **Indemnification.** In further consideration for this easement the District specifically agrees to indemnify, defend and save harmless School Board, its directors, officers, employees, agents, successors and assigns from and against any and all claims, demands, costs, fines, expenses (including, but not limited to, reasonable attorneys' fees), actions or causes of action, including, but not limited to, contamination of or other adverse affects to the environment and including claims of personal injury, death or damage to property caused by, incident to, connected with, resulting or arising from the activities of the District, its employees, contractors or agents on the property when exercising rights under these servitudes, except such claims as are caused by the negligence of School Board or its employees, contractors or agents. Nothing in this paragraph is intended or shall be construed as a waiver of defenses and immunities available to the District under La. R.S. 9:2798.1 or other law.

4. **Warranty of Title.** The School Board warrants it is the owner of the property or lands made subject to these servitudes and has the right, title, authority, and capacity to convey to the District the servitudes established by this agreement.

5. **Environmental Matters.** The District shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the servitude area, property or lands prior to the date of this agreement.

6. **Binding Effect.** The terms and conditions of this agreement shall run with the land and be binding on the School Board, its successors and assigns.

THUS DONE AND SIGNED in the presence of the undersigned witnesses and Notary
Public on this ____ day of July, 2020.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD:

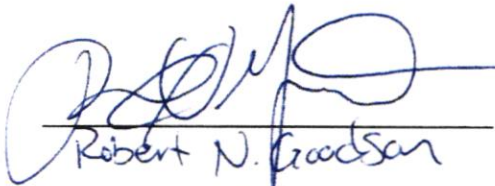
By: Karl Bruchhaus, Superintendent

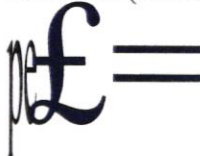
NOTARY PUBLIC

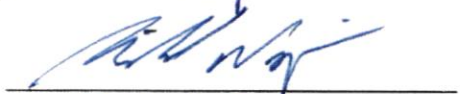
THUS DONE AND SIGNED in the presence of the undersigned witnesses and Notary
Public on this 17th day of July, 2020.

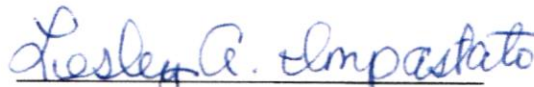
WITNESSES:

CONSOLIDATED GRAVITY DRAINAGE
DISTRICT NUMBER TWO, CALCASIEU
PARISH (EAST CALCASIEU):


Robert N. Goodson




Michael Nazim


Lesleva A. Impastato

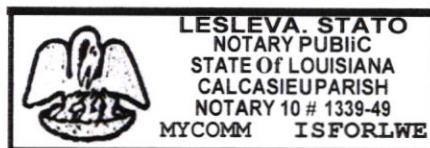
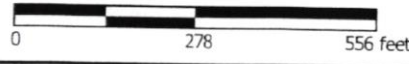




Exhibit "A" Maintenance Servitude



This map does not represent a legal survey or document. *See Disclaimer



Scalebar accurate at map center

Reporting Days

Students' First Day.....8/24
 Students' Last Day 5/27

Holidays/In-services

Students Do Not Report
 on the Following Days
 School System Offices Closed.....7/3
 System-wide In-service 8/10 & 8/11
 Paras report to work 8-11
 School Level In-Service 8/11-21
 Labor Day9/7
 Election Day 11/3
 Veterans Day 11/11
 Thanksgiving11/23-11/27
 Christmas..... 12/21-1/1
 Teacher Inservice Day..... 1/11
 MLK Day 1/18
 Mardi Gras 2/15-2/17
 Easter Break.....4/2-4/9
 School Level In-Service 5/28

Nine Week Periods

1st 10/23
 2nd 1/15
 3rd 3/25
 4th 5/27

State Testing**

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

Calendar Code

- Students' First Day
- Students' & Teachers' Last Day/End of 9 wks.
- School Holiday
- System-wide In-service
- Teacher In-service home
- Nine Weeks Period Ends
- Time Change

182 Teacher Work Days
 170 Instructional Days
 2 Emergency Days

REVISED
 2020-21
 District Calendar
 (Late Start Date)



Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

Karl Bruchhaus, Superintendent

2020-21 District Calendar

July 2020							August 2020							September 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
30	31						30	31												

October 2020							November 2020							December 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3														
4	5	6	7	8	9	10	1	2	3	4	5	6	7	6	7	8	9	10	11	12
11	12	13	14	15	16	17	8	9	10	11	12	13	14	13	14	15	16	17	18	19
18	19	20	21	22	23	24	15	16	17	18	19	20	21	20	21	22	23	24	25	26
25	26	27	28	29	30	31	22	23	24	25	26	27	28	27	28	29	30	31		
							29	30												

January 2021							February 2021							March 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2														
3	4	5	6	7	8	9	1	2	3	4	5	6	1	2	3	4	5	6		
10	11	12	13	14	15	16	7	8	9	10	11	12	13	7	8	9	10	11	12	13
17	18	19	20	21	22	23	14	15	16	17	18	19	20	14	15	16	17	18	19	20
24	25	26	27	28	29	30	21	22	23	24	25	26	27	21	22	23	24	25	26	27
31							28							28	29	30	31			

April 2021							May 2021							June 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1							
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

PUBLIC HEALTH EMERGENCY

When a declared public health emergency exists, the Calcasieu Parish School Board shall grant the Superintendent broad authority to develop, implement, and maintain administrative regulations and procedures necessary to protect employees and students from the conditions giving rise to the declared emergency.

In the development and implementation of necessary administrative regulations and procedures for safely reopening of schools or maintaining the safety of employees and students when schools are open during a health emergency, the Superintendent and staff shall rely upon the practices, guidelines, and suggestions of the Louisiana Department of Education in coordination with the Department of Health and Hospitals. To the extent the Superintendent deems necessary for the School System to comply with governmental and safety mandates, the Superintendent is authorized to revise plans for schools adopted by the Board regarding reopening schools or maintaining safety of employees and students when schools are open during a health emergency, and to make required submissions to governmental authorities with regard thereto. No less frequently than quarterly, the Superintendent shall notify the School Board of his revisions to school public health emergency plans previously approved by the School Board.

The Calcasieu Parish School Board adopts and incorporates as if set forth fully herein, the required provisions of Chapter 4 of Bulletin 741, *Louisiana Handbook for School Administrators*, for the 2020-2021 school year, and shall abide by the required health and safety standards included therein or in any amendments thereto.

New policy: July, 2020

Ref: La. Rev. Stat. Ann. §17:81, 17:439.1, 17:3391; *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education.

July 21, 2020

2020-2021 CPSB Return to School Plan Changes

Following last week's Louisiana State Board of Elementary and Secondary Education (BESE) meeting, additional regulations and mandates were shared for school districts to follow for the 2020-2021 school year. With these additional regulations and with anticipation of the Governor's message on July 24, we want to notify our families that we may be implementing some changes in our **Return to School Plan**.

Because COVID-19 numbers remain high and we anticipate staying in the current phase, we will have **two main modifications** to our current Return to School plan:

MODIFICATION 1

Students in Pre-Kindergarten through 6th grade will follow the plan that we currently have outlined with fulltime face-to-face instruction. Students in 7th-12th grade will be placed on an alternating day (blue/gold) schedule and only report in a face-to-face setting two days a week. Students will receive schoolwork to complete on days they do not report to campus.

- Students with last names beginning with letters A-K will attend Mondays and Wednesdays (Blue Days).
- Students with last names beginning with letters L-Z will attend on Tuesdays and Thursdays (Gold Days).

Arrangements will be made to ensure students in the same household are placed on the same schedule, even if those students have different last names.

Depending on IEP accommodations, some of our Special Education students in 7th-12th grade will report to campus for face-to-face instruction Monday through Thursday.

This change will provide a better opportunity for social distancing to be maintained during transitions and in classrooms. It will also provide more efficient transportation schedules for families under the current Phase 2 guidelines which limit school bus capacity to 50%.

MODIFICATION 2

The start of the 2020-2021 school year will be delayed. We are planning to start school on **Monday, August 24** now, instead of August 14. This new start date will

hopefully provide an opportunity for the number of positive COVID-19 cases to improve. It will also give our staff additional time to ensure scheduling arrangements are in place, as well as time to ensure all students in need of a device and/or internet are able to obtain that. This will also give our families additional time to make necessary plans due to these changes.

All other items outlined in our original plan including feeding, transportation, enhanced safety measures and more will all remain the same. All IEPs will be honored for students. **CPSB Connected Classrooms** will still be available as it is now and the grace period for changes now ends Friday, September 4.

We understand these modifications may change a decision a family has already made. **If** you previously registered for CPSB Connected Classrooms and want to withdraw that application, click **here**. **If** you wish to enroll in CPSB Connected Classrooms after seeing these modifications, applications can be found **here**. The deadline to enroll in CPSB Connected Classrooms has been extended to Friday, July 24, and withdrawal requests must also be completed by that date.

This entire plan with additional details is subject to approval by Calcasieu Parish School Board on July 30. The agenda and plan will be available for public viewing prior to that meeting. Members of the public are welcome to attend the Board Meeting to **share public comments**.

As we've all experienced, change during this COVID-19 Pandemic is inevitable. We appreciate your patience and understanding as our staff works through these circumstances. We feel these modifications will better serve all stakeholders, including both employees and students. We can assure families that our entire staff is working to ensure the safety of all faculty, staff and students while also ensuring our students receive quality instruction during the 2020-2021 school year.

Q&A Session Video with Superintendent Karl Bruchhaus

FAQ Document

**PLAN PARA EL REGRESO A LA
ESCUELA 2020-2021 (Return to School Plan
-Spanish Version)**