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, July 9, 2019

2019-2020 BUDGET HEARING 4:30 p.m.

Notice Posted: July 3,2019 4:00 p.m.

NOTICE OF PUBLIC MEETING

A public meeting will be held as follows:

DATE: July 9, 2019
TIME: 5:00 p.m.
PLACE OF MEETING: 3310 Broad Street
Lake Charles, LA 70615

Adoption of 2019 Millages

1. **Prayer/Pledge of Allegiance** – Bliss Bujard

2. **Roll Call**

3. **Approval of Minutes**

   A. June 11, 2019

4. **Presentations**

   (None)

5. **Superintendent's Report**

6. **Executive Session**

   (None)

7. **Committee Report**

   (None)

8. **Innovation Projects**
   A. Sam Houston High School/Cell Phones

9. **Take Appropriate Action**

   A. Adoption of 2019 Millages
   B. Adoption of 2019-2020 Budgets
   C. Approval of 2019-2020 Salary Schedules
   D. Approval of Preliminary Refunding of Outstanding Bonds/District 33
   E. Approval of Sale and Delivery of General Obligation Bonds/District 23
   F. Approval of Resolution Calling Special Election/ Sales Tax District 3, November 16, 2019
   G. Approval of Cooperative Endeavor Agreement with District Attorney/Positive Change Initiative for Girls
   H. Adoption of Louisiana Compliance Questionnaire
   I. Approval of Student/Athletic Accident Catastrophic/Extended Day Insurance Renewal
   J. Consideration of ITEP Application #20190130

10. **Bid Reports**

    A. A/C System Upgrade/W.W. Lewis Middle School/$50 Million Allocation

11. **Permission to Advertise**

    A. Small Wares and Equipment/School Food Services

12. **Correspondence**

    A. Change Order Number 1 (One) for the Project, "Re-roofing buildings J&H, Barbe High School," Project #16045A; $50 Million Allocation; Randy Goodloe, AIA, APAC, Architect; Daughdrill Roofing Company, Contractor; *Increase* of $12,378.00.
    B. Change Order Number One (1) for the project, "Track Replacement Project, Vinton High School and Bell City High School," Project 2019-12PC; Champeaux, Evans, Hotard, APAC, Architect; GeoSurfaces, Inc., Contractor; *Increase* of $20,292.02 and *Increase* of Twenty One (21) days.
    C. Beneficial Occupancy/Classroom Pods Phase 10/Bell City High School
    D. Beneficial Occupancy/Classroom Pods Phase 10/Positive Connections
    E. Change Order Number 17 for Pod Project 10, "LaGrange Sidewalks, Canopies, & Drainage"-Information to be provided prior to board meeting.

13. **Condolences/Recognitions**
14. **Schedule Committees**
    September 24, 2019.....Budget Committee, 5:00 p.m.
15. **Adjourn Meeting**

June 11, 2019

DATE, TIME, PLACE OF MEETING

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

The meeting was called to order by Damon Hardesty, President. The prayer was led by Annette Ballard. The Pledge of Allegiance was led by Mack Dellafosse.

ROLL CALL

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

Mr. Breaux was absent.

On a motion by Mr. Tarver and a second by Mr. Hayes, the Supplemental Agenda was added on a unanimous vote. Mr. Hardesty asked for any public comment prior to the vote; there was none.

On a motion by Mr. Dellafosse and seconded by Mr. Roberts, Items 10.C&D were moved to follow Approval of Minutes and listed as Item 4.B. On a vote, the motion passed unanimously.

10. C. Approval of Resolution for Issuance of General Obligation Bonds/District 31

On a motion to approve by Mr. Duhon and a second by Mr. Tarver, the motion carried unanimously.

10. D. Approval of Resolution Authorizing Bond Refunding/ District 30

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

These items are included in the back portion of this document, in the archived Minutes, and will be published in the Lake Charles American Press on June 16, 2019 for Item D and June 18, 2019 for Item C.

June 11, 2019

APPROVAL OF MINUTES

On a motion to approve by Mr. Hayes and a second by Mr. Dellafosse, the Minutes of the CPSB Meeting of May 14, 2019 were approved on a unanimous vote.

PRESENTATIONS

A.2018-2019 Student Perfect Attendance recognition/Keith LeLeux, Director, CWA

Myka Sha' Charles – Sulphur High

Gabriel James Davis – Sulphur High

Madalyn Grace Langley – DeQuincy High

Clint Edward Parr IV – Westlake High

Madison Nicole Seaford – Sulphur High

Sponsors:

Hoffoss-Devall Law Firm
Phillip 66
Stockwell Siebert Law Firm
Pedestal Bank
Billy Navarre
Stelly Physical and Occupational Therapy Center

B.2019 Louisiana Council for Exceptional Children Special Education Leadership of the Year Award winner, Carol Ezernack, a CPSB Early Childhood Special Education Facilitator, was presented by Ashlie Allardyce, President, LACEC.

C. Impact Agency update/Braylon Harris

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. All Board Members have received the May, 2019, Head Start Report.

Program Governance
Policy Council meeting was held on May 20, 2019. The following items were approved:

June 11, 2019

April 15th Policy Council Minutes
April's Director's Report
April's Attendance Report
April's Financial Report

Program Operations
Enrollment – 434

2. All Board Members have received the May, 2019, Population Report. You will receive your next report at the September board meeting, which will reflect the numbers for the end of May, as well as the end of August.

3. I would like to report our current sales tax numbers for our general fund which show May, 2019, collections at $4,418,701 or 37% above budget for the 11th month of the 2018-2019 school year.

Collections are $2,388,398 or 17.1% above collections for the same month last year.
Collections for the 2018-2019 year after 11 months are $17,602,986 or 12.3% over budget and $25,215,505 or 13.5% under the same time period last year.
4.
PUBLIC NOTICE
NOTICE is hereby given in compliance with La. R.S. 42:19.1, that School Sales Tax District No. 3 of the Parish of Calcasieu, Louisiana, (the District), will meet in open and public session on the 9th day of July, 2019, at 5:00 o'clock p.m. at the offices of the Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, Louisiana, to consider calling an election to be held in the District on November 16, 2019, to consider authorizing sales tax secured bonds for the purpose of acquiring and/or improving land and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities within and for said District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public for the purpose of operating and maintaining the Districts' school facilities.
Announce: June 11, 2019
Publish: June 11, 2019

INNOVATION PRESENTATIONS

A. School of Innovation: Washington-Marion, Co-Teaching Innovation

Principal Ronnie Harvey presented several innovative ideas and asked for Board approval of the changes for the 2019-2020 school year. On a motion to approve by Mr. Hardy and a second by Mr. Tarver, the motion carried on a unanimous vote.

June 11, 2019

COMMITTEE REPORTS

A. Budget Committee/May 28, 2019/Dean Roberts, *Chair*

Mr. Roberts gave the following report:

The Calcasieu Parish School Board Budget and Fiscal Management Committee met at 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, May 28, at 5:00 p.m.

The meeting was called to order by Dean Roberts, Chairman. The prayer was led by Desmond Wallace. The Pledge of Allegiance was led by Ron Hayes.

The roll was called by Wilfred Bourne and the following members were present: Dean Roberts, Chair, Russell Castille, Vice Chair; Annette Ballard, John Duhon, Damon Hardesty, Fred Hardy, Ron Hayes, Alvin Smith, Eric Tarver, and Desmond Wallace. Mrs. Gay was absent; Mr. Dellafosse arrived after the roll was called.

Other Board Members present: Billy Breaux, Aaron Natali

1. 2018-2019 Budget Revisions

A. Revision #3 – General Fund
Budget Revision #3 for the 2019-2019 General Fund includes Revenues and Other Sources of Funds of $356,284,591, an increase of $4,815,679, and Expenditures and Other Uses of Funds of $374,603,319, an increase of $5,819,671 over revision #2.

General Fund budget revision #3 projects a current deficit of $18,318,728, resulting in an unassigned fund balance of $23,513,587 or 6.60% of projected revenues.

On a motion to approve by Mr. Tarver and a second by Mr. Hardesty, the motion carried.

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

A. Revision #1 – Special Revenue Funds

Projected revenues and other sources of funds for 2018-2019 Special Revenue Funds are $59,567,578, an increase of $641,861 from the original budget. Expenditures and other uses of funds are $58,836,971, and increase of $641,871, with a projected surplus of $730,607, all in School Food Services.

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

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

2. 2019-2020 Proposed General Fund Budget

Mr. Bourne then presented the 2019-2020 Proposed General Fund Budget. Proposed revenues and other sources of funds are $344,398,586, a decrease of $11,886,005 from the final revision for 2018-2019. Expenditures and other uses of funds are projected at $353,015,084, a decrease of $21,588,235 from the final revision of 2018-2019. The proposed budget for 2019-2020 projects an operating deficit of $8,616,498 leaving a projected unassigned fund balance of $14,897,089 or 4.33% of projected expenditures.

On a motion to approve by Mr. Tarver and a second by Mr. Hayes, the motion carried.

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

3. POD Project 10 Update

This item was for informational purposes only and did not require action.

4. POD Project 11 Update

This item was for informational purposes only and did not require action.

5. Extended Day Program Field & Payroll Reviews
5.A. School Audits

Director of Internal Auditing, Wayne Foster, presented items 5. And 5.A.

On motions to approve Item 5 and Item 5.A. by Mr. Tarver and a second by Mr. Breaux, the motion carried on both.

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

6. List of Grant Funded Employees

This item was for informational purposes only and did not require action.

7. Property & Casualty Insurance Renewal

Risk Manager Skylar Fontenot presented item 7. On a motion to approve by Mr. Hayes and a second by Mr. Tarver, the motion carried.

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

8. Announcement of Public Notice

CFO Wilfred Bourne read the following public notice and stated that it would be published on May 30th:

NOTICE is hereby given in compliance with La. R.S. 42:19.1, that the Calcasieu Parish School Board, of Calcasieu Parish, Louisiana, will meet in open and public session on the 9th day of July, 2019, at 5:00 p.m., 3310 Broad Street, in the Board Room, to adopt the annual millage rates levy for Calcasieu Parish School Board.

On a motion to adjourn by Mr. Tarver and a second by Mr. Hardesty, the meeting adjourned at 5:57 p.m.

B. C&I Committee/May 28, 2019/Annette Ballard/*Chair*

Mrs. Ballard gave the following report:

June 11, 2019

The Calcasieu Parish School Board Curriculum and Instruction Committee met 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, May 28, at 6:04 p.m.

The meeting was called to order by Annette Ballard, Chairman.

The roll was called by Dr. LaFargue and the following members were present: Annette Ballard, Chair, John Duhon, Vice-Chair; Eric Tarver, Alvin Smith, Dean Roberts, Fred Hardy, Damon Hardesty. Mr. Bujard was absent.

Other Board Members present: Billy Breaux, Aaron Natali, Ron Hayes, Mack Dellafosse, Russell Castille, Desmond Wallace

1. Pupil Progression Plan

The Pupil Progression Plan will be presented to the full Board at the June 11, 2019, CPSB meeting. It is available for viewing at 3310 Broad Street.

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

On behalf of the committee, Mrs. Ballard offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote. A copy of the Pupil Progression Plan is available at 3310 Broad, in the archived Minutes, and at the end of this document.

2. Amplify Science and Great Minds Pilot Project

On a motion to add this item to the agenda by Mr. Hayes and a second by Mr. Hardy, the motion carried.

Erica Guillory, Curriculum Specialist, presented the pilot project to the Board, asking to pilot in the following schools:

Amplify Science: Brentwood Elementary, Cypress Cove Elementary, Kaufman Elementary at a cost of $107,614.08 (includes Professional Development).

Great Minds: Henning Elementary, DeQuincy Elementary, Watkins Elementary at a cost of $25,289.65.

On a motion to approve by Mr. Hardesty and a second by Hayes, the motion carried.

On behalf of the committee, Mrs. Ballard offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

On a motion to adjourn by Mr. Tarver and a second by Mr. Hayes, the meeting adjourned at 6:14 p.m.

TAKE APPROPRIATE ACTION

Mr. Hardesty read the following:

A. Approval of Cooperative Endeavor Agreement, CPSB and CPPJ/Summer Food Service Program (This item is available for viewing at 3310 Broad Street and is included in the archived Minutes and the back portion of this document).

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

B. Approval of Resolution with LCDA/Re-appointment of Mack Dellafosse to service on LCDA Board

RESOLUTION

A RESOLUTION INDICATING THE INTENTION OF THE CPSB, STATE OF LOUISIANA, TO APPROVE THE TWO (2) YEAR APPOINTMENT OF Mack Dellafosse AS A DIRECTOR TO THE BOARD OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY") AS PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local

Government Environmental Facilities and Community Development Authority Act (the "Act"); and

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

WHEREAS, the CPSB, State of Louisiana, previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act; and

NOW THEREFORE, BE IT RESOLVED by the governing authority of the CPSB, State of Louisiana, acting in such capacity:

Section 1. Approve the appointment of Mack Dellafosse to serve as a Director of the Authority for a term of two (2) years from the date hereof.

Section 2. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:13 (Mr. Dellafosse did not vote)

NAYS:0

ABSENT:1

And the resolution was declared adopted on this 11th day of June, 2019.

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

C. Approval of Resolution for Issuance of General Obligation Bonds/District 31 (moved to Item 4.B.)
D. Approval of Resolution Authorizing Bond Refunding, District 30 (moved to Item 4.B.)

E. Approval of CPSB credit card for use by Personnel Department and Public Information Officer
To: Board Members
From: Robert Barrentine, Chief Operating Officer
Subject: Credit Card Request

Government agencies such as the Louisiana Department of Education require a credit card be used to pay any costs incurred with updating certificates, etc. In an effort to secure teachers, Calcasieu Parish School Board submits payment to the Louisiana Department of Education for Out-of-Field Authorization teachers. Furthermore, on-line platforms used to advertise job positions and recruit employees require a credit card for payment of services.
Staff recommends approval of a CPSB credit card to be used for the purposes of recruitment, advertising job opportunities, and paying government agencies.

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

BID REPORTS

Mr. Hardesty read the following:

A. Bid #2019-22PC – Resurfacing of Football Turf at Westlake High School/$50 Million Allocation

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

DATE: 4-Jun-19

DESCRIPTION: Resurfacing of Football Turf At Westlake High School
FUNDS: 2017-All Districts Capital Projects
BID NUMBER: 2019-22PC
DESIGNER: King Architects, Inc.

CONTRACTOR	BASE BID
Hellas Construction Inc.	$ 520,845.00
T3Global	$ 457,000.00
Geo Surfaces	$ 430,000.00
Shaw Sports Turf	$ 426,172.00

The Committee recommends award of the contract to:

Geo Surfaces, Inc.

BASE BID IN THE AMOUNT OF: $430,000.00

Four Hundred Thirty Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Dellafosse and a second by Mr. Hayes, the motion carried on a unanimous vote. It was announced that there was a protest filed earlier in the day challenging the recommended bid award. The President asked if anyone in the audience would like to speak on the bid and no person came forward.

B. Bid #2019-06PC – Classroom Pods Phase 11/Riverboat Funds and $50 Million Allocation

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

11-Jun-19

DESCRIPTION: Classroom Pods- Phase 11

FUNDS: Riverboat & 50 Million Capital Fund Project Allocation

BID NUMBER: 2019-06PC

DESIGNER: Chapeaux, Evans Hotard, APAC

CONTRACTOR	BASE BID	ALT. #1
Pat Williams Construction L.L.C.	$ 8,353,000.00	$ 234,000.00
Miller and Associates Dev.Co.,Inc.	$ 8,808,000.00	$ 206,000.00
Gunter Construction, Inc.	No Bid	
Alfred Palma, L.L.C.	$ 8,158,000.00	$ 215,800.00
Keiland Construction, L.L. C.	$ 7,957,000.00	$ 198,000.00
Central Auction House	No Bid	

The Committee recommends award of the contract to:

Keiland Construction
L.L.C

BASE BID AND ALTERNATE 1 & 2 IN THE AMOUNT OF: $8,155,000.00

Eight Million One Hundred Fifty Five Thousand and no/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE: #1

Provide and install standing seam metal roofing, as specified and detailed in lieu of shingle roofing at Fairview School, MJ Kaufman School, Moss Bluff Middle School and Moss Bluff Elementary School

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

C. Bid #2019-21PC – St. John Elementary New Gymatorium/$50 Million Allocation

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

6-Jun-19

DESCRIPTION: St. John Elementary School - New Gymnatorium

FUNDS: 50 Million Funds

BID NUMBER: 2019-21PC

DESIGNER: Moss Architect Inc.

CONTRACTOR	BASE BID	ALT. #1	ALT #2
Alfred Palma LLC	$ 2,029,000.00	$ 108,000.00	$ 51,200.00
Construction Services SWLA	$ 2,037,000.00	$ 125,550.00	$ 36,980.00
Gunter Construction	No Bid		
Pat Williams Construction	$ 1,834,000.00	$ 110,000.00	$ 40,500.00
Seth Priola Construction	$ 2,037,000.00	$ 140,000.00	$ 45,000.00
Shannon Smith Construction	$ 1,865,000.00	$ 135,000.00	$ 39,500.00
The McDonnel Group LLC	No Bid		

The Committee recommends award of the contract to:
Pat Williams
Construction

BASE BID AND ALTERNATE 2 IN THE AMOUNT OF: $1,874,500.00

One Million Eight Hundred Seventy Four Thousand Five Hundred Dollars and No/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE:

#1:Provide the Retractable theater equipment $ 110,000.00

#2: Provide prefabricated walkway cover from existing school to new Gymnatorium $ 40,500.00

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

D. Bid #2020-31 – Blended Smoothies/School Food Services

BID 2020-31 – BLENDED SMOOTHIES was opened on May 16, 2019 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:
JUICE THYME
MAIN SQUEEZE
PLANET NUTRITION
PURE PRESS JUICE

SMOOTHIE KING

BID RESULTS AS FOLLOWS:
SMOOTHIE KING $3.05 EA

THE STAFF RECOMMENDS AWARDING SMOOTHIE KING AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

PERMISSION TO ADVERTISE

Mr. Hardesty read the following:

A. Ralph Wilson Elementary, Phase 3 Interior Improvements, District #31 Bond Funds

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

B. Automatic Temperature Monitoring System/School Food Services

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

CORRESPONDENCE

Mr. Hardesty read the following:

A. Recommendation of Acceptance for the Project, "Prien Lake Elementary Drainage".

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

B. Change Order Number One (1) for the Project, "Combre-Fondel Elementary Improvements, Phase II," Project #MA1709A, Bid #2019-01 PC; Moss Architects, Inc., Designer; John D. Myers & Associates, Contractor; *Increase* of $107,942.84 and *Increase* of thirty- four (34) days.

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

C. Recommendation of Acceptance for the Project, "Ralph Wilson Roofing Replacement".

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

D. Recommendation of Acceptance for the Project, "Pearl Watson Roofing Replacement".

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

CONDOLENCES/RECOGNITIONS

Mr. Wallace and Mr. Hardy asked for a letter of condolence to Mrs. Gay at the loss of her grandson.

Mr. Bruchhaus mentioned that Vanessa Gentry lost her father last week.

Mr. Duhon asked for a letter of recognition to Brad Durio regarding the middle school golf program.

Mrs. Ballard asked for a letter of condolence to the family of Mrs. Gerrye Doyle.

SCHEDULE COMMITTEES

Budget Committee.....Tuesday, September 24, 2019, 5:00 p.m.

ADJOURN MEETING

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Hardy, the meeting adjourned at 6:46 p.m.

_____ _____

President **Secretary**

Lake Charles, Louisiana
June 11, 2019

The Calcasieu Parish School Board, governing authority of School District No. 30 of Calcasieu Parish, Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on June 11, 2019, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

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

Annette Ballard, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fredman Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

ABSENT: Billy Breaux

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Mack Dellafosse and seconded by Fredman Hardy, the following resolution was adopted, the vote thereon being as follows:

YEAS: Annette Ballard, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fredman Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

NAYS: None

ABSENT: Billy Breaux

NOT VOTING: None

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 30; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 30 OF NOT EXCEEDING $15,500,000 OF GENERAL OBLIGATION REFUNDING BONDS IN ONE OR

MORE SERIES; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 30 of Calcasieu Parish, Louisiana (the "Issuer"), after examining available data, has determined that there is substantial need within the Issuer for refunding certain outstanding General Obligation Refunding Bonds by the Issuer, in accordance with the provisions of Section 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 30 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. The statements of fact expressly contained within the preamble to this Resolution have been specifically reviewed by the Issuer's Board of Commissioners and are found to be factually true and correct and are made resolutions of the District.

SECTION 2. School District No. 30 of Calcasieu Parish, Louisiana is hereby authorized to proceed with refunding of the callable maturities of the Issuer's outstanding General Obligation Refunding Bonds, 2010 Series, dated August 16, 2010 on original issue, consisting of those bonds maturing February 15, 2021 through February 15, 2022; the Issuer's outstanding General Obligation Refunding Bonds, 2012 Series, dated March 29, 2012 on original issue, consisting of those bonds maturing February 15, 2020 through February 15, 2028; and the Issuer's outstanding General Obligation Refunding Bonds, 2012 Series A, dated November 20, 2012 on original issue, consisting of those bonds maturing February 15, 2024 through February 2029, inclusive, involving the proposed issuance by School District No. 30 of not exceeding $15,500,000 General Obligation Refunding Bonds, Series 2019, taxable or tax-exempt, in one or more series, to mature not later than February 15, 2029, at a rate or rates not exceeding 4.5% per annum.

SECTION 3. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Subpart A of Part II, Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 et seq.), for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

By virtue of the Issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 4. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 5. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana ("Bond Counsel"), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 6. The employment of Stifel, Nicolaus & Company, Incorporated, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 7. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Municipal Advisor in connection with the Bonds is hereby approved. The compensation of

the Municipal Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

SECTION 8. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

ADOPTED AND APPROVED on this 11th day of June, 2019.

/s/ Damon Hardesty
DAMON HARDESTY, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

(Other business not pertinent to the present excerpt may be found of record in the official minute book.)

Upon motion duly made and unanimously carried, the meeting was adjourned.

/s/ Damon Hardesty
DAMON HARDESTY, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, **KARL BRUCHHAUS**, certify that I am the duly qualified and acting Superintendent of Public Schools for the Parish of Calcasieu, Louisiana, and as such, Ex-Officio Secretary of the Calcasieu Parish School Board, governing authority of School District No. 30 of Calcasieu Parish,

I further certify that the foregoing is a true and correct copy of an excerpt from the minutes of a public meeting of the Calcasieu Parish School Board, held on June 11, 2019, and of a resolution adopted at said meeting, as said minutes and resolution appear officially of record in my possession.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of School District No. 30 of Calcasieu Parish, Louisiana, on this, the 11th day of June, 2019.

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

[S E A L]

Lake Charles, Louisiana
June 11, 2019

The Parish School Board of Calcasieu Parish, Louisiana, met in regular public session at 5:00 o'clock p.m. on Tuesday, June 11, 2019, at the regular meeting place of said Board in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, pursuant to the provisions of written notice given to each and every member thereof and duly posted in the manner required by law.

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

Annette Ballard, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fredman Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

ABSENT: Billy Breaux

The President stated that one purpose of the meeting was the opening of a sealed negotiated proposal for the purchase of General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2019 (the *"Bonds"*). The President presented the proposal of Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana, to the members of the Board and the general public in attendance at the meeting. The proposal was approved and was ordered filed with the minutes of said meeting.

Upon examination the negotiated proposal of Stifel, Nicolaus & Company, Incorporated, as presented by the President for purchase of the Bonds of School District No. 31 of Calcasieu Parish, Louisiana (the "Issuer") was found to be as follows:

NAME OF PROPOSER:	**TRUE INTEREST COST**
Stifel, Nicolaus & Company Incorporated, Baton Rouge, Louisiana	2.9010099 %

Upon verification, it was determined that the proposal of Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana, was the most favorable proposal and in the best interests of the Issuer for purchase of the Bonds, whereupon the following resolution was introduced and, pursuant to motion made by John Duhon and seconded by Eric Tarver, was adopted by the following vote:

YEAS: Annette Ballard, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fredman Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

NAYS: None

ABSENT: Billy Breaux

NOT VOTING: None

RESOLUTION

A RESOLUTION PROVIDING FOR ISSUANCE OF $27,915,000 GENERAL OBLIGATION PUBLIC SCHOOL IMPROVEMENT BONDS OF SCHOOL DISTRICT NO. 31 OF CALCASIEU PARISH, LOUISIANA, SERIES 2019; CONFIRMING THE SALE THEREOF; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

WHEREAS, pursuant to a resolution adopted by the Calcasieu Parish School Board, governing authority of the Issuer on August 15, 2017, and in conformity with notice duly published in compliance with law, there was held in School District No. 31 of Calcasieu Parish, Louisiana, on November 18, 2017, a special election at which there was submitted to the qualified electors of said district the following proposition:

BOND PROPOSITION

Shall School District No. 31 of Calcasieu Parish, Louisiana (the "District") incur debt and issue bonds in an amount not exceeding Forty-Six Million ($46,000,000) Dollars, in one or more series, for a period not to exceed twenty (20) years from the date thereof, with interest at a rate not exceeding eight (8%) percent per annum, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, title to which shall be in the public, which bonds shall be general obligations of the District and will be retired with, paid from and secured by ad valorem taxes estimated to be 27.60 mills for the first year, on all taxable property within the District sufficient in rate and amount to pay said bonds in principal and interest, as provided for by Article VI, Section 33 of the 1974 Louisiana Constitution, as amended, and statutory authority supplemental thereto?

WHEREAS, pursuant to said resolution calling said special election, and the notice of said election, the Calcasieu Parish School Board as the governing authority (the "Governing Authority") of School District No. 31 of the Issuer, did on December 12, 2017, meet in open session and canvass the returns of said election and did declare said election to have resulted in favor of said proposition;

WHEREAS, on April 19, 2018, the Governing Authority issued its $18,085,000 General Obligation Public School Improvement Bonds, Series 2018, pursuant to a resolution adopted by the Governing Authority on March 13, 2018:

WHEREAS, the Governing Authority now deems it in the public interest to authorize issuance and delivery of $27,915,000 General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2019;

WHEREAS, the Governing Authority deems it to be in the public interest that it accept the proposal for purchase of the Bonds reflected above;

WHEREAS, on September 21, 2017, the Louisiana State Bond Commission unanimously approved the election to be held within the Issuer on November 18, 2017, and in the event the election carries to issue the Bonds so authorized, to be retired with, paid from and secured by ad valorem taxes on all taxable property within the limits of the Issuer, sufficient in rate and amount to pay said Bonds in principal and interest as they respectively mature;

WHEREAS, the Issuer under the provisions of Article VI, Section 33 of the Constitution of 1974 of the State of Louisiana, and Subpart A, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 501-517), Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, may negotiate and sell general obligation bonds at private sale;

WHEREAS, the Governing Authority deems it to be in the public interest that it accept the negotiated proposal received for purchase of the Bonds reflected above, from Stifel, Nicolaus & Company, Incorporated;

WHEREAS, pursuant to negotiations among the Issuer, through its Governing Authority, and Stifel, Nicolaus & Company, Incorporated, the Bonds shall be sold to Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana, at the price of not less than par and accrued interest to date of delivery, the proposal of said purchaser being in full as follows:

TWENTY SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND and NO/100 DOLLARS General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2019, in the initial denominations of one Bond for each maturity, with transfers in multiples of $5,000.00, bearing interest payable semi-annually on March 1 and September 1 of each year, beginning March 1, 2020, maturing serially, WITH OPTION OF PRIOR PAYMENT, all the terms and conditions of which by reference are made a part hereof, and bearing interest at rates as follows, viz:

MATURITY PRINCIPAL INTEREST MATURITY PRINCIPAL INTEREST

DATE (March 1)	AMOUNT	RATE PER ANNUM	DATE (March 1)	AMOUNT	RATE PER ANNUM
2020	745,000.00	3.000%	2032	1,535,000.00	4.000%
2021	920,000.00	3.000%	2033	1,600,000.00	4.000%
2022	955,000.00	5.000%	2034	1,665,000.00	4.000%
2023	1,005,000.00	5.000%	2035	1,730,000.00	4.000%
2024	1,055,000.00	5.000%	2036	1,805,000.00	4.000%
2025	1,110,000.00	5.000%	2037	1,875,000.00	4.000%
2026	1,165,000.00	5.000%	2038	1,955,000.00	4.000%
2027	1,225,000.00	5.000%	2039	2,030,000.00	4.000%
2028	1,290,000.00	5.000%			
2029	1,355,000.00	5.000%			
2030	1,420,000.00	4.000%			
2031	1,475,000.00	4.000%			

The true interest cost to the Issuer to be 2.9010099%, said rate to be determined in accordance with the "True" or "Canadian" interest cost method of calculation by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid, excluding the accrued interest from the date of the Bonds to the date of their delivery.

Bonds provided for herein will be delivered and shall be paid for on or about July 17, 2019 at such place in Louisiana, and on such business day and at such hour, as the Issuer shall fix on five business days' notice to the successful bidder, or at such other place and time as may be agreed upon with the successful bidder, it being understood that the Issuer will furnish to us, free of charge, at the time of delivery of the Bonds, the qualified approving legal opinion of Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana, and a certified transcript of this proceeding.

The Bonds **will not be** designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

NOW THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, governing authority of School District No. 31 of Calcasieu Parish, Louisiana, as follows:

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

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

"Bond" or "Bonds" means any Series 2019 Bonds of the Issuer authorized to be issued by this Resolution, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any bond previously issued.

"Bond Insurer" means Build America Mutual Assurance Company or BAM.

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

"Bond Resolution" or "Resolution" means this resolution adopted by the Governing Authority of the Issuer on June 11, 2019, providing for issuance of the Bonds.

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

"Code" means the Internal Revenue Code of 1986, as amended.

"Debt Service Fund" shall have the meaning ascribed to such term in Section 10 hereof.

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

"Executive Officers" means, collectively, the President and Secretary of the Governing Authority.

"Federal" means the United States of America, and its various departments and agencies.

"Governing Authority" means the Calcasieu Parish School Board.

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

"Insured Obligations" shall mean the Bonds.

"Interest Payment Dates" means March 1 and September 1 of each year beginning March 1, 2020.

"Issuer" means School District No. 31 of Calcasieu Parish, Louisiana.

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

1. Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation.

2. Bonds for which payment or redemption sufficient funds have been theretofore deposited in trust for the Owners of such Bonds, provided that, if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Resolution or waived.

3. Bonds in exchange for or in lieu of which other bonds have been registered and delivered pursuant to this Resolution.

4. Bonds alleged to have ben mutilated, destroyed, lost, or stolen, which have been paid as provided in this Resolution or by law.

5. Bonds for the payment of principal (or redemption price, if any) of and interest on which money or Government Securities or both are held in trust with the effect specified in this Resolution.

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

"Paying Agent" means Hancock Whitney Bank, in Baton Rouge, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution, and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

"Purchaser" means the original purchaser or purchasers of the Bonds.

"Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

"Record Date" for interest payable on any Interest Payment Date means the 15th day of the month preceding a month in which interest is payable on the Series 2019 Bonds, whether or not such day is a Business Day.

"Security Documents" shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Bonds.

"Series 2019 Bonds" means the General Obligation Public School Improvement Bonds, Series 2019 of the Issuer, authorized by this Resolution, in the total aggregate principal amount of TWENTY SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND and No/100 Dollars ($27,915,000).

"Tax Certificate" means the Issuer's No-Arbitrage Certificate dated July 17, 2019.

SECTION 2. Authorization of Bonds; Maturities. In compliance with and under the authority of the provisions of Article VI, Section 33 and of the Constitution of the State of Louisiana of 1974, as amended, Subpart A, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 501-517) and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:521), and constitutional and statutory authority supplemental thereto, and pursuant to proceedings regularly and legally taken by the Issuer, and a special election held within the Issuer on November 18, 2017, there was authorized the incurring of an indebtedness of Forty-Six Million and No/100 Dollars ($46,000,000) for, and on behalf of and in the name of the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, which are works of public improvement, title to which school improvements shall be in the public, and to pay the costs of issuance of the Bonds including the premium for a bond insurance policy, and to represent said indebtedness this Governing Authority does hereby authorize issuance of a series of TWENTY SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND and No/100 Dollars ($27,915,000) of General Obligation Public School Improvement Bonds, Series 2019, of the Issuer. The Bonds shall be in fully registered form, shall be dated July 17, 2019, shall be issued in the denomination of Five Thousand Dollars ($5,000) each, or any integral multiple thereof within a single maturity, and shall be numbered consecutively from R-1 through R-20 and shall mature in the years and in the

principal amounts set out in the following schedule. The unpaid principal of the Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing March 1, 2020, at rates of interest listed below (using a year of 360 days comprised of twelve 30-day months), and maturing in the principal amounts as set out in the following schedule:

MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM	MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM
2020	745,000.00	3.000%	2032	1,535,000.00	4.000%
2021	920,000.00	3.000%	2033	1,600,000.00	4.000%
2022	955,000.00	5.000%	2034	1,665,000.00	4.000%
2023	1,005,000.00	5.000%	2035	1,730,000.00	4.000%
2024	1,055,000.00	5.000%	2036	1,805,000.00	4.000%
2025	1,110,000.00	5.000%	2037	1,875,000.00	4.000%
2026	1,165,000.00	5.000%	2038	1,955,000.00	4.000%
2027	1,225,000.00	5.000%	2039	2,030,000.00	4.000%
2028	1,290,000.00	5.000%			
2029	1,355,000.00	5.000%			
2030	1,420,000.00	4.000%			
2031	1,475,000.00	4.000%			

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

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

SECTION 3. Redemption Provisions. (A) *Optional Redemption.* The Bonds maturing March 1, 2030 and thereafter will be callable for redemption at the option of the Issuer in whole or in part at any time on or after March 1, 2029, and if less than a full maturity, then by lot within such maturity, at the redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(B) *Partial Redemption.* In the event a Bond to be redeemed is of a denomination larger than Five Thousand Dollars ($5,000), a portion of such Bond ($5,000 or any multiple thereof) may be redeemed. If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book entry system is discontinued, will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate office of the Paying Agent; and there shall be delivered to the Owner of such Bond a new Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

(C) *Notice of Redemption.* Official notice of redemption shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register.

SECTION 4. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for registration and for transfer of the Bonds (the "Bond Register"), as

provided in this Resolution to be kept at the principal office of the Paying Agent, and the Paying Agent is hereby constituted and appointed the Registrar for the Bonds. The Bonds may be transferred, registered and assigned, at the expense of the Issuer, only upon the Bond Register upon surrender thereof at the principal office of the Paying Agent and by execution of the assignment form on the Bonds or by other instrument of transfer and assignment in such form as shall be satisfactory to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for such transferred and assigned Bonds within three (3) business days after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds must be in the principal amount denomination of $5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent will be required to issue, register the transfer of or exchange any Bond during a period beginning (i) at the opening of business on the Record Date, or (ii) with respect to any Bond called for redemption prior to maturity during a period beginning at the opening of business fifteen (15) days before the date of mailing of a notice of redemption of such Bond and ending on the date of such redemption. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond and the Paying Agent shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, that the principal amount of outstanding Bonds of each maturity authenticated by the Paying Agent shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements, subject to the provisions of Section 18 hereof. The Issuer is authorized to prepare, and the Paying Agent shall keep custody of, multiple Bond blanks executed by the Issuer for use in the transfer and exchange of Bonds.

SECTION 5. Registered Owner. As to any Bond, the Person in whose name the same shall be registered as shown on the Bond Register required by Section 4, shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

SECTION 6. Form of Bonds. The Bonds and the endorsements to appear thereon will be in substantially the following form, to-wit:

(FACE OF BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC") to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. Or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

As provided in the Bond Resolution referred to herein, until the termination of the system of book entry only transfers through The Depository Trust Company, New York, New York, and notwithstanding any other provision of the Bond Resolution to the contrary, this Bond may be transferred in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

UNITED STATES OF AMERICA **STATE OF LOUISIANA**

PARISH OF CALCASIEU

REGISTERED **REGISTERED**

NO. R-_____ **$_____**

GENERAL OBLIGATION PUBLIC SCHOOL IMPROVEMENT BOND OF SCHOOL DISTRICT NO. 31 OF CALCASIEU PARISH, LOUISIANA SERIES 2019

DATED DATE	**INTEREST RATE:**	**MATURITY DATE:**	**CUSIP:**
July 17, 2019		**March 1, 20____**	

School District No. 31 of Calcasieu Parish, Louisiana (herein called the "Issuer"), for value received, hereby acknowledges itself indebted and promises to pay to

REGISTERED OWNER:

PRINCIPAL AMOUNT

PAYING AGENT/REGISTRAR'S
CERTIFICATE OF REGISTRATION

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

Hancock Whitney Bank
in the City of Baton Rouge, Louisiana,
as Paying Agent/Registrar

By:_____
Date of Authentication:

(Lower Right)

or registered assigns, on the maturity date set forth above, the principal amount set forth above, together with interest thereon from the date hereof, said interest payable semi-annually on March 1 and September 1 in each year, beginning March 1, 2020, at the interest rate per annum set forth above (using a year of 360 days comprised of twelve 30-day months) until said principal sum is paid, unless this Bond has been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond upon maturity or redemption is payable in lawful money of the United States of America at the principal corporate trust office of Hancock Whitney Bank, located in the City of Baton Rouge, Louisiana (the Paying Agent/Registrar), or successor thereto, upon presentation and surrender hereof. Interest on this Bond is payable by check mailed on each interest payment date by the Paying Agent/Registrar to the registered owner (determined as of the first calendar day of the month in which an Interest Payment is due) at the address, as shown on the books of the Paying Agent/Registrar.

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

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

IN WITNESS WHEREOF, the Calcasieu Parish School Board, acting as the governing authority of School District No. 31 of Calcasieu Parish, Louisiana, has caused this Bond to be executed in its name by the facsimile signatures of its President and Secretary and the impress or imprint hereon of the seal of said School Board, and this Bond to be dated July 17, 2019.

CALCASIEU PARISH SCHOOL BOARD

/s/ [facsimile]
SECRETARY

/s/ [facsimile]
PRESIDENT

(REVERSE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of an issue, the Bonds of which are all of like date, tenor and effect, except as to the number, maturity and rate of interest, aggregating in principal the sum of TWENTY SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND AND NO/100 ($27,915,000) DOLLARS; said Bonds to mature annually, authorized at an election held within the Issuer on November 18, 2017, and issued pursuant to a resolution adopted on June 11, 2019, by the Issuer (the "Bond Resolution"), under and by virtue of Article VI, Section 33 of the Constitution of 1974 of the State of Louisiana, Subpart A of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501-517) and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 521), and all other laws on the same subject matter, and pursuant to proceedings regularly and legally taken by the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, which are works of public improvement, and acquiring the necessary equipment and furnishings therefor, and other school related facilities within and for the District, and the costs of issuance thereof, including the premium for a bond insurance policy.

This Bond and the issue of which it forms a part are payable out of the receipt of unlimited ad valorem taxes levied on all properties subject to taxation within School District No. 31 of Calcasieu Parish, Louisiana.

The Paying Agent/Registrar for this issue is Hancock Whitney Bank, Baton Rouge, Louisiana. This Bond shall pass by delivery on the books of the Issuer to be kept for that purpose at the principal corporate trust office of the Registrar and such registration is noted hereon. After such registration no transfer shall be valid unless made on said books at said office by the registered owner in person or by his duly authorized attorney and similarly noted hereon. This Bond may not be discharged from registration by like transfer to bearer. The Issuer and the Registrar may treat the registered owner as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue and shall not be bound by any notice to the contrary.

(A) *Optional Redemption.* The Bonds maturing March 1, 2030, and thereafter will be callable for redemption at the option of the Issuer in whole or in part at any time on or after March 1, 2029, and if less than a full maturity, then by lot within such maturity, at the redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(B) *Partial Redemption.* In the event a Bond to be redeemed is of a denomination larger than Five Thousand Dollars ($5,000), a portion of such Bond ($5,000 or any multiple thereof) may be redeemed. If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book entry system is discontinued, will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate office of the Paying Agent; and there shall be delivered to the Owner of such Bond a new Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

(C) *Notice of Redemption.* Notice of redemption, other than mandatory sinking fund redemption, shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond necessary to constitute the same as a legal, binding and valid obligation of the Issuer, have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana.

STATEMENT OF BOND INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Hancock Whitney Bank, Baton Rouge, Louisiana, or its successor, as the paying agent (the "Paying Agent"). Said policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the paying agent, registrar or similar agent for the benefit of such owners under the Bond Resolution, at law or in equity.

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

_____

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

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

I, the undersigned Secretary of the Calcasieu Parish School Board, governing authority of School District No. 31 of Calcasieu Parish, Louisiana, do hereby certify that the above and foregoing is a true copy of the complete legal opinion of Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the Bonds of the issue described therein and was delivered to the Original Purchasers thereof. I further certify that an executed copy of the above-referenced legal opinion is on file in my office and that an executed copy thereof has been furnished to the Paying Agent/Registrar for this Bond.

_____

Secretary

SECTION 7. Execution of Bonds. The Bonds shall be signed by the Executive Officers of the Issuer for, on behalf of, in the name of and under the corporate seal of the Issuer, and the Legal Opinion Certificate shall be signed by the Secretary of the Governing Authority, which signatures and corporate seal may be either manual or facsimile and the delivery of any Bond so executed at any time thereafter shall be valid although, before the date of delivery, the persons signing the Bonds cease to hold office.

SECTION 8. Reserved.

SECTION 9. Pledge of Full Faith and Credit; Tax Levy. The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer is hereby pledged to the punctual payment or the Bonds in accordance with the authority of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Subpart A, Part II, Chapter 4, Subtitle II and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as

amended, and constitutional and statutory authority supplemental thereto. The Issuer obligates itself and is bound under the terms and provisions of law and the election authorizing the Bonds to impose and collect annually in excess of all other taxes an ad valorem tax on all property subject to taxation within the territorial limits of the Issuer sufficient to pay principal of and interest on the Bonds falling due in each year, said tax to be levied and collected by the same officers, in the same manner and at the same time as other taxes are levied and collected within the territorial limits of the Issuer. The proceeds of such tax shall be devoted and applied to the payment of said interest and principal as such shall become due, and without further action on the part of the Governing Authority, the proper officer or officers are hereby authorized and directed, for the year 2019 and each year thereafter, to include in the annual levy of taxes upon, and to extend upon the assessment rolls against, all taxable property situated within the territorial limits of the Issuer, a sum sufficient to pay the principal of, premium, if any, and interest on the Bonds becoming due the ensuing year. The Issuer shall deposit the avails of said tax in the "Debt Service Fund" herein provided for. Principal or interest falling due at any time when the proceeds of said tax levy may not be available shall be paid from other funds of the Governing Authority, and such funds shall be reimbursed from the proceeds of said taxes when said taxes shall have been collected. The Issuer covenants and agrees with the Purchaser and the Owner of the Bonds that so long as any of the Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing tax levy, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Fund established in Section 10 to pay the principal of and interest on the Bonds.

SECTION 10. Debt Service Fund. For the payment of the principal of and the interest on the Bonds, the Issuer will establish a special fund, to be held by the regularly designated fiscal agent of the Issuer (the "Debt Service Fund"), into which the Issuer will deposit the proceeds of the aforesaid special tax and accrued interest on the Bonds. The depository for the Debt Service Fund shall transfer from the Debt Service Fund to the Paying Agent at least three (3) business days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest falling due on such date.

All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Resolution shall constitute secured funds for the benefit of the Owners of the Bonds, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

At the written request of the Issuer, all or any part of the moneys in the Debt Service Fund shall be invested in accordance with the provisions of the laws of the State of Louisiana, in which event all income derived from such investments shall be added only to the Debt Service Fund.

Immediately upon issuance of the Bonds, moneys paid to the Issuer by the Purchaser as accrued interest, if any, shall be deposited by the Issuer into the Debt Service Fund and utilized to pay interest on the Bonds on the Interest Payment Date next due.

SECTION 11. Application of Proceeds; 2019 Project Fund. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution. The proceeds derived from the sale of the Bonds, shall be deposited into a fund separate and apart from the general funds of the Governing Authority, namely, the "School District No. 31 Project Fund" (the "2019 Project Fund") hereby created, and disbursements shall be made from the 2019 Project Fund solely and only for the purposes for which the Bonds are being issued and for which the principal proceeds are hereby appropriated.

Earnings, if any, upon the invested proceeds of the Bonds within the 2019 Project Fund shall be maintained within the 2019 Project Fund and utilized solely and only for (i) the purposes for which the Bonds are being issued and/or (ii) payment of any required rebate of excess arbitrage profits to the United States Treasury.

SECTION 12. Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer, and shall be the only representations of the indebtedness as herein authorized and created.

SECTION 13. Resolution a Contract. The provisions of this Resolution and the Bonds shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time of the Bonds and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bonds.

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

SECTION 14. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with issuance of the Bonds herein authorized and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

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

SECTION 15. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 16. Notices to Owners. Wherever this Resolution provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 17. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already cancelled, shall be promptly cancelled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 18. Mutilated, Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receives

evidence to its, satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall, under the authority of Subpart A, Part II of Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Bonds. Any additional procedures set forth in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 19. Discharge of Resolution; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the money, securities, and funds pledged under this Resolution and all covenants, agreements, and other obligations of the Issuer to the Owners of the Bonds shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

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

SECTION 20. Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or Resolution giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank organized and doing business under the laws of the United States of America or of any state, authorized under such laws to serve as Paying Agent, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of such officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder. The Paying Agent is specially authorized to pay costs of issuance of the Bonds from proceeds of the Bonds deposited with the Paying Agent upon delivery and closing of sale of the Bonds.

SECTION 21. Non-Arbitrage Representations, Warranties and Covenants. The Governing Authority of the Issuer certifies and covenants that so long as the Bonds remain outstanding, moneys on deposit in any fund in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or ruling or regulations promulgated thereunder.

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

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

SECTION 22. Printing and Delivery of Bonds. The Executive Officers of the Issuer are hereby empowered, authorized and directed to cause the necessary Bonds to be printed or lithographed, and they are hereby further empowered, authorized and directed to sign, execute and seal all of the Bonds as herein provided, all in accordance with the provisions of law and this Resolution.

SECTION 23. Preliminary Official Statement. The dissemination and distribution of and the disclosure material in the Preliminary Official Statement and the Official Statement in connection with the sale of the Bonds are hereby ratified and confirmed in all respects by this Governing Authority, and the Issuer and the Governing Authority hereby certify that such disclosure material is deemed final by the Issuer and Governing Authority as of its date for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934. The Issuer further authorizes, directs, and ratifies the execution by the Executive Officers and delivery of such final

Official Statement to Stifel, Nicolaus & Company, Incorporated, as Underwriter (the "Underwriter").

SECTION 24. Execution of Documents. The Executive Officers of the Issuer are hereby authorized and directed to accept, receive, execute, seal, attest and deliver the Preliminary Official Statement, the Official Statement, the No-Arbitrage Certificate, the Agreement, the Continuing Disclosure Certificate (as defined herein), the Bond Purchase Agreement dated June 11, 2019, (the "Bond Purchase Agreement"), by and between the Issuer and the Underwriter, and any and all such documents, certificates, and other instruments as are required in connection with the authorization, issuance, and delivery of the Bonds, in such forms as are acceptable to Bond Counsel, or to take such further action as may be appropriate or required by law in connection with the authorization, issuance, and delivery of the Bonds. The acceptance, receipt, execution, seal, attestation, and deliverance of the Bond Purchase Agreement by the Executive Officers of the Issuer is hereby ratified in all respects.

SECTION 25. Publication. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the *American Press*, the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

SECTION 26. Savings Clause. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but the Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date or dates of this Resolution and of the Bonds which validates or makes legal

any provision of this Resolution or the Bonds which would not otherwise be valid or legal, shall be decreed to apply to this Resolution and to the Bonds.

SECTION 27. Reserved.

SECTION 28. Additional Parity Bonds. The Issuer hereby expressly reserves the right to issue from time to time additional bonds payable from and secured by ad valorem taxation on a parity with the Bonds.

SECTION 29. Continuing Disclosure Certificate. The Issuer has authorized the execution and delivery of a Continuing Disclosure Certificate pursuant to Section (d)(2) of the Securities and Exchange Commission Rule 15c2-12 (the "Continuing Disclosure Certificate"). The Continuing Disclosure Certificate executed and delivered by the President and Secretary of the Governing Authority as heretofore authorized by resolution providing for the sale and delivery of the Bonds to the Purchaser is ratified, approved and confirmed. The Issuer, acting through the Governing Authority, hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the Issuer or the Governing Authority to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder. However, any Participating Underwriter, as defined in the Continuing Disclosure Certificate, or any Bond Owner may take such actions under Louisiana law as may be necessary and appropriate, including seeking a mandatory injunction, writ of mandamus or other order or judgment for specific performance by court order to cause the Issuer and/or the Governing Authority to comply with its obligations under the Continuing Disclosure Certificate and this Section and the provisions of this Resolution heretofore adopted authorizing the Continuing Disclosure Certificate.

SECTION 30. Further Acts. All acts and doings of the Executive Officers of the Issuer which are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved and confirmed.

SECTION 31. Application of Bond Proceeds. In accordance with and pursuant to the provisions of Subpart A of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Governing Authority of the Issuer is hereby confirmed as administrator of the funds of the Issuer, and is further charged with the responsibilities of investing the proceeds of the Bonds in accordance with the terms of this Resolution and the Letter of Investment Instructions which is annexed hereto as **Exhibit A**. The Superintendent of Public Schools for the Parish of Calcasieu, Louisiana, and Ex-officio Secretary of the Governing Authority shall signify his acceptance of the responsibilities set forth herein and within the Letter of Investment Instructions by his execution of the Letter of Investment Instructions.

SECTION 32. Beneficiaries of the Resolution. The provisions of this Resolution are for the sole benefit of the Owners of the Bonds and beneficial owners of the Bonds, and nothing contained herein, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Resolution, and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Resolution or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Bonds at any future date.

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

No default by the Issuer in observing or performing its obligations under Section 29 hereof shall constitute a breach of or default under this Resolution.

SECTION 33. Provisions Applicable to the Bond Insurer.

(1) Notice and Other Information to be Given to BAM . The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of the Insured Obligations or the Paying Agent under the Security Documents.

The notice address of BAM is:

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor,
New York, NY 10281
Attention: Surveillance, Re: Policy No. _____
Telephone: (212) 235-2500,
Telecopier: (212) 235-1542
Email: notices@buildamerica.com

In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(2) Amendments, Supplements and Consents.

(a) *Amendments*. Wherever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

(b) *Consent of BAM Upon Default.* Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM's written consent.

(3) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted therein or thereunder.

(4) Policy Payments .

(a) In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run, to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners, including, without limitation, any rights that such registered owner may have in respect of securities law violations arising from the offer and sale of the Bonds.

(b) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:

(i) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and

(ii) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

(c) Special Provisions for Insurer Default: If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), "Insurer Default" means: (A) BAM has failed to make any payment under

the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

SECTION 34. Section Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 35. Repealer. All resolutions or Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect from and after its passage.

SECTION 36. Effective Date of Resolution. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2019

/s/ Damon Hardesty
DAMON HARDESTY, President

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

(Other business not pertinent to the above appears in the minutes of the meeting.)

Pursuant to motion duly made and carried, the meeting was adjourned.

/s/ Damon Hardesty
DAMON HARDESTY, President

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, **KARL BRUCHHAUS**, certify that I am the duly qualified and acting Superintendent of Schools of Calcasieu Parish, Louisiana, and as such, Ex-Officio Secretary of the Calcasieu Parish School Board, the governing authority of School District No. 31 of Calcasieu Parish, Louisiana.

I further certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a regular meeting of the Calcasieu Parish School Board held on June 11, 2019, and of a resolution adopted at said meeting as said minutes and resolution appear officially of record in my possession.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of School District No. 31 of Calcasieu Parish, Louisiana, on this 11th day of June, 2019.

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

[S E A L]

EXHIBIT A

Form of Letter of Investment Instructions

July 17, 2019

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

$27,915,000
General Obligation Public School Improvement Bonds
of School District No. 31 of Calcasieu Parish, Louisiana
Series 2019

Gentlemen:

This letter sets forth instructions regarding investment and disposition of moneys deposited pursuant to the terms of a resolution by the Calcasieu Parish School Board dated June 11, 2019 (the "Bond Resolution") authorizing issuance by School District No. 31 of Calcasieu Parish, Louisiana (the "Issuer") of $27,915,000 of its General Obligation Public School Improvement Bonds, Series 2019, dated July 17, 2019 (the "Bonds").

The purpose of these instructions is to assure that investment of moneys held in escrow and described herein will comply with Income Tax regulations (the "Arbitrage Regulations") promulgated and effective on February 1, 1993 under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent any moneys are subject to yield restrictions, you may invest only in obligations bearing a yield equal to or less than the yield on the Bonds or in obligations described in Section 103(a) of the Code. These instructions implement the Arbitrage Certificate executed by the Issuer on the date of issue of the Bonds.

1. Computation of Yield.

The term "yield" shall have the meaning set forth in Section 1.148-4(b) of the Arbitrage Regulations. The "yield" on a fixed yield issue is the discount rate that, when used in computing the present value as of the issue date of all the unconditionally payable payments of principal, interest, and fees for qualified guarantees on the issue and amounts reasonably expected to be paid as fees for qualified guarantees on the issue, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of bonds of the issue as of the issue date. Yield on a fixed yield issue is computed as of the issue date and is not affected by subsequent unexpected events, except to the extent provided in the Arbitrage Regulations.

The Arbitrage Regulations further provide that the yield on a fixed yield issue which is subject to optional early redemption must be determined by assuming the bonds will be redeemed on the redemption date that would produce the lowest yield on the issue ("yield-to-call" rule), if any one of the following circumstances is present:

a) the bonds are subject to optional redemption within 5 years of the issue date, but only if the yield on the issue computed by assuming all bonds in the issue are redeemed at maturity is more than one-eighth of one percentage point (.125%) higher than the yield on the issue computed by assuming all bonds of the issue are redeemed at the earliest redemption date;

b) the issue price exceeds the stated redemption price at maturity by more than one-fourth of one percent (.25%) multiplied by the product of the stated redemption price at maturity and the number of complete years to the first optional redemption date for the bonds; or

c) the bonds bear interest at increasing interest rates ("stepped coupons").

Payment of the principal of and interest on the Bonds when due is insured by a financial guaranty insurance policy issued by Build America Mutual Assurance Company, New York, New York, issued simultaneously with the delivery of the Bonds. The financial guaranty insurance premium is $53,897.43.

In accordance with Treasury Regulation §1.148-4(b)(3), the yield of the issue to the earliest call date of March 1, 2029, has been computed to be not less than **2.4774162%**, taking into account the financial guaranty insurance premium.

2. Debt Service.

The Bond Resolution provides that principal of and interest on the Bonds will be paid with moneys derived from collection of ad valorem taxes levied for such purpose.

Any moneys derived from levy and collection of ad valorem taxes which are designated and used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds, and any amount received from investment of such moneys, will be depleted at least once each bond year, except for a reasonable carry-over amount not to exceed the greater of the earnings on such moneys for the immediately preceding bond year, or one-twelfth (1/12) of the principal and interest payments on the issue for the immediately preceding bond year. Such moneys may be invested without regard to yield limitation.

For purposes of these instructions, "bond year" shall mean each 1-year period beginning on July 2 of each calendar year and ending on July 1 in each year, except that the first "bond year" shall be the period beginning July 17, 2019, the date of issuance, and ending on July 1, 2020.

3. 2019 Project Fund.

The Bond Resolution establishes a 2019 Project Fund. For a temporary period until such time as the proceeds are used for the purpose for which the Bonds were issued, all or a

portion of the amounts deposited in the 2019 Project Fund will be invested in nonpurpose investments which may produce a yield which is materially higher than the yield on the Bonds.

Moneys on deposit in the 2019 Project Fund, and investment earnings thereon, allocated to expenditures for capital projects, shall have a temporary period of 3 years from July 17, 2019, as set forth in Section 1.148-2(3) of the Arbitrage Regulations. Such moneys may be invested without regard to yield limitation.

4. Rebate Requirement.

Pursuant to Section 148(f)(4)(D)(vii) of the Code, and the Arbitrage Regulations, the Bonds are subject to rebate requirements of the Code.

5. Miscellaneous.

Proceeds of the Bonds representing accrued interest, if any, may be invested at a yield that exceeds the yield on the Bonds for a 31-day period beginning on July 17, 2019, and thereafter at a yield which does not exceed the yield on the Bonds or in tax-exempt investments which are not private activity bonds.

Very truly yours,

JOSEPH A. DELAFIELD, A PROFESSIONAL CORPORATION

By:_____
Joseph A. Delafield

Accepted: July 17, 2019

CALCASIEU PARISH SCHOOL BOARD

By_____
KARL BRUCHHAUS
Superintendent of Schools and
Ex-Officio Secretary of the
Calcasieu Parish School Board

By_____
WILFRED BOURNE
Chief Financial Officer

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this 7th day of June 2019, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Kevin White, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," a political subdivision of the State of Louisiana, and represented herein by its duly authorized President, Damon Hardesty.

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

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

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

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

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

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

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

1. Scope of Agreement

The PARISH and the SCHOOL BOARD hereby agree to allow the PARISH'S 2019 Summer Food Service Program, hereinafter referred to as PROGRAM, to use the kitchen

facilities located at the following SCHOOL BOARD locations:

DeQuincy Primary – the full kitchen will be used only
E. K. Key Elementary – meals will be delivered to extended summer day camp
Frasch Elementary – meals will be delivered to extended summer day camp
Gillis Elementary - meals will be delivered to extended summer day camp only
Iowa High School – the full kitchen and the dining room
J.I. Watson - the front serving line area, the dining room and the gym
Maplewood Middle – meals will be delivered to extended summer day camp
Moss Buff Elementary – the full kitchen and the dining room
Sulphur High School (main campus) – the full kitchen and the dining room
Vincent Settlement Elementary – meals will be delivered to extended summer day camp
Vinton Middle – the full kitchen and the dining room
Westwood Elementary – the full kitchen and the dining room
W. T. Henning Elementary Schools – the front serving line area and the dining room

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

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

The SCHOOL BOARD agrees to cooperate with the PARISH in providing staff for the PROGRAM, including but not limited to, cafeteria managers and cooks. The PARISH and the SCHOOL BOARD agree that the managers and technicians currently working at these schools will be given the first opportunity for employment with the PROGRAM due to the knowledge of the school and the equipment. All persons employed by the PARISH pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in providing services for the PROGRAM, employees of the PARISH and not direct employees of the SCHOOL BOARD. Notwithstanding the foregoing the parties hereto recognize that Calcasieu Parish School Board is a statutory employer of the persons employed by the PARISH pursuant to this agreement, under the provisions of La. R.S. 23:1061, and the SCHOOL BOARD shall be deemed entitled to the exclusivity of remedy

provisions of the Louisiana workers' compensation laws. This provision is included for the sole purpose of establishing a statutory employer relationship for purposes of the exclusivity of remedy provisions of the Louisiana workers' compensation laws and is not intended to create an employer/employee relationship for any other purpose. To the extent that SCHOOL BOARD pays workers' compensation benefits to persons employed by the PARISH pursuant to this agreement, then and in that event the PARISH shall defend, indemnify, and hold harmless the SCHOOL BOARD with respect thereto.

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

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

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

2. Term of Agreement

The term of this agreement shall be effective upon execution of the agreement through July 31, 2019.

3. Payment Terms

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

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment

requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

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

5. Records and Audits

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

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

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

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

(a) Federally Required Contractual Provisions:

(1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,

(2) **Termination Provision** requires all contracts in excess of $10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,

(3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,

(4) For all construction contracts in excess of $2,000 and required by federal grant regulations, **Davis Bacon Act**[1] which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,

(5) For all applicable contracts in excess of $100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,

(6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,

(7) All contracts, subcontracts and sub-grants in excess of $150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,

(8) Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180) which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,

(9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting in influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding $100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and

(10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322

which requires procurements in excess of $10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

(1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,

(2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,

(3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,

(4) **Section 504 of the Rehabilitation Act of 1973,** if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),

(5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,

(6) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,

(7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,

(8) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,

(9) **Records Access Provision** which reserves the rights of the PARISH, state or federal grantors, the Comptroller General of the United States, or any duly authorized representative of the aforementioned to have access to any books, documents, papers or records of the CONTRACTOR that are directly pertinent to this agreement for the purpose of making audit examination excerpts and transcriptions and is further discussed in the first part Section 5 of this agreement,

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[1] Davis Bacon Act is not applicable to this agreement.

(10) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required),

(11) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,

(12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste, and

(13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint.

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

6. Liability, Indemnity and Insurance

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

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

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

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

7. Termination of Agreement and Dispute Resolution

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

8. Severability, Entire Agreement and Captions

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

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

9. No Authorship Presumptions

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

10. Address of Notices and Communications

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

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

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

Mr. Damon Hardesty, President
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, Louisiana 70615

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

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

THUS DONE AND SIGNED on the 7th day of June 2019, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

Witness Signature

JESSICA D. BOOTH

Printed Witness Name

Witness Signature

SARAH S. TIMPA

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____

KEVIN WHITE, PRESIDENT

NOTARY PUBLIC

SAMUEL B. GABB
Louisiana Notary
ID# 41537
My Commission Is For Life

Notary Printed/Stamped Name and Identification Number

THUS DONE AND SIGNED on the 11th day of June 2019, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD:

Witness Signature

BY: _____
DAMON HARDESTY, PRESIDENT

Gregory W Belfour
Printed Witness Name

Witness Signature

WILFRED BOURNE
Printed Witness Name

NOTARY PUBLIC

PEGGY T. CARLILE
Notary Public
Roll No. 134336
Calcasieu Parish, Louisiana
My Commission is for Life

Notary Printed/Stamped Name and Identification Number

PARISH OF CALCASIEU

State of Louisiana

RESOLUTION

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, convened in Regular Session on the 20th day of December, 2018, that it does hereby approve Cooperative Endeavor Agreements between the Police Jury and area municipalities and/or political subdivisions, as well as community-based, faith-based, and other non-profit organizations, for participation and funding assistance in support of the 2019 Summer Food Service Program.

BE IT FURTHER AND FINALLY RESOLVED that the President of the Police Jury, or his designee, when appropriate, is authorized to execute all documents related thereto.

THUS DONE AND PASSED on the date above inscribed.

* * * * * * * * * * * * *

STATE OF LOUISIANA
PARISH OF CALCASIEU

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original resolution as adopted by the Calcasieu Parish Police Jury in Regular Session convened on the 20th day of December 2018

IN TESTIMONY WHEREOF witness my official signature and the seal of the Parish of Calcasieu, Louisiana on this the _____ day of _____, _____

_____
Kathy D. Smith, Parish Secretary

Revised 5-28-19

2019-2020 Pupil Progression Plan

Calcasieu Parish School Board

Background and Purpose

Louisiana state law (R.S. 24.4) requires local education agencies (LEAs) to establish a comprehensive Pupil Progression Plan based on student performance on the Louisiana Educational Assessment Program with goals and objectives that are compatible with the Louisiana Competency-Based Education Program and which supplements the minimum standards approved by the State Board of Elementary and Secondary Education (BESE). **The plan shall address student placement and promotion** and shall require the student's mastery of grade-appropriate skills before he or she can be recommended for promotion.

The law states that "particular emphasis shall be placed upon the student's proficiency in grade-appropriate skills which may be considered in promotion and placement; however, each local school board shall establish a policy regarding student promotion and placement." The law goes on to require the state Department of Education to establish, subject to the approval of BESE, the level of achievement on the fourth and eighth grade LEAP test—in mathematics, English language arts, science, and social studies—needed for students to advance to grades five and nine. BESE must also determine the nature and application of various intervention options to be used when students fail to meet the minimum academic standards approved by the board.

BESE established minimum standards in *Bulletin 1566 – Pupil Progression Policies and Procedures*. In October 2017, BESE approved, as Notice of Intent, revisions to Bulletin 1566 that relate to placement, promotion, and supports and interventions for students not meeting minimum academic standards. BESE has also approved regulations pursuant to state law that relate to placement and promotion in *Bulletin 741 – Louisiana Handbook for School Administrators*, which includes but is not limited to instructional time, grading policies, and graduation requirements. These bulletins also adhere to federal and state laws and regulations that govern the placement and promotion of students with disabilities, English learners, and transfer students.

The purpose of this document is to assist LEAs in developing their required Pupil Progression Plan in accordance with applicable laws and regulations, and to codify LEA policies and procedures related to student placement and promotion. In each section of this document, language that conforms to applicable laws and regulations has been prepopulated. Space is provided for LEAs to add any additional local policies and procedures that fulfill the mandate of the law and support students in acquiring proficiency in grade-appropriate skills. Once completed, submitted to the Louisiana Department of Education, and published locally, teachers shall determine promotion or placement of each student an individual basis. LEAs may review promotion and placement decisions in order to ensure compliance with their established policy, and reviews may be initiated by a school's governing body, the local superintendent, or a student's parent or legal custodian.

Questions about this document should be directed to PPP@La.Gov

Table of Contents

I.	Placement of Students in Kindergarten and Grade 1	4
II.	Placement of Transfer Students	5
III.	Promotion of Students in Kindergarten and Grades 1, 2, 3, 5, 6 and 7	6
IV.	Promotion and Support of Students in Grade 4	8
V.	Promotion and Support of Students in Grade 8 & High School Considerations	11
VI.	Support for Students	16
VII.	Promotion and Placement of Certain Student Populations	18
VIII.	Alternative Education Placements	23
IX.	Due Process Related to Student Placement and Promotion	24
X.	Additional LEA Policies Related to Student Placement and Promotion	26
XI.	LEA Assurances and Submission Information	28
XII.	Appendices	29
	Appendix A: Definitions of Terms	29
	Appendix B: School Building Level Committee Meeting Verification Form	38
	Appendix C: Refusal of Remediation Form	39
	Appendix D: Assessment/Grading Policy	40
	Appendix E: High School Credit for Middle School Students	49
	Appendix F: Attendance Policy for Carnegie Credit	51
	Appendix G: Honor Graduate Policy	52
	Appendix H: World Languages	53
	Appendix I: High School Supplemental Programs	55

I. Placement of Students in Kindergarten and Grade 1

Kindergarten
Schools can only make recommendations to parents regarding student enrollment in kindergarten, since kindergarten is not mandatory. However, in accordance with state law (R.S. 17:221), once students have enrolled in kindergarten, they are subject to compulsory attendance laws and promotion requirements set forth by the LEA.

Every child, as a prerequisite to enrollment in any first grade of a public school, shall meet one of the following criteria:

- attended a full-day public or private kindergarten for a full academic year; or
- passed an academic readiness screening administered by the LEA at the time of enrollment for first grade

The minimum age for kindergarten shall be one year younger than the age required for that child to enter first grade. Each local educational governing authority, by rule, may provide for a child of younger age to enter kindergarten, provided that such child has been evaluated and identified as gifted in accordance with state regulations for such evaluation.

Grade 1

- Any child admitted to kindergarten pursuant shall be eligible to enter first grade upon successful completion of kindergarten, provided all other applicable entrance requirements have been fulfilled.

- The age at which a child may enter the first grade of any public school at the beginning of the public school session shall be six years on or before September thirtieth of the calendar year in which the school year begins.

- Any child transferring into the first grade of a public school from another state and not meeting the requirements herein for kindergarten attendance shall be required to pass an academic readiness screening administered by the LEA prior to the time of enrollment for the first grade.

In the space below, please describe any additional placement considerations or policies required by the LEA. Include the names of any required assessments and explain how results will be used.

A student entering kindergarten in any Calcasieu Parish School shall have attained the age of five (5) on or before September 30 of the calendar year in which the school year begins. An identified gifted student entering kindergarten in any Calcasieu Parish school must adhere to the same policy as required for a regular education student.

Students who are entering first grade without attending a full-day kindergarten for a full academic year shall be administered the Scantron Performance Series in reading and mathematics.

The School Building Level Committee (SBLC) will then determine placement.*

*For purposes of the policies outlined in this document, the IEP team for the student will replace the SBLC.

II. Placement of Transfer Students

- A student who has transferred from a public school, in- or out-of-state, or a nonpublic school, shall be granted credit for work completed in the previous school. A properly certified transcript shall be required with the student's record of attendance, levels of achievement, history of immunization, and units of credit earned.
- Evaluation information for exceptional students transferring from another school system shall be reviewed by pupil appraisal and approved by a supervisor of special education before the student is enrolled in a special education program.
- Students in grades 5 and 9 transferring to a public school from any in-state nonpublic school, any approved home study program, or a Louisiana resident transferring from any out-of-state school, shall be required to pass the English language arts and mathematics portions of the LEAP placement test.

In the space below, please describe any additional considerations or local policies related to placement of transfer students.

II. Placement of High School Transfer Students

A. In-State and Out-of-State Approved Schools

a. A student who transferred from a state-approved school will be awarded credit for work completed in the previous school. A properly certified transcript shall be required with the student's record of attendance, levels of achievement, history of immunization and units of credit earned.

B. **Home Study and Non-Approved Schools**

a. For students entering from home study or non-approved schools with credits earned from these schools, the process below will be used.
   i. Students must provide a copy of a transcript listing all high school credits and grades earned.
   ii. Prior to enrollment, schools will schedule students to take the ACT Aspire or ACT test at LCB.
   iii. If the student has an official ACT or Aspire score that meets the standard in the charts, that score will be accepted, and no further testing will be required.
   iv. The ACT test administered at LCB will not be an official ACT test, so this score can only be used to meet the requirements of this policy.

v. If a student obtains the set score, all credits earned will be immediately placed on the student's transcript with the grade source listed as the home study or non-approved school.
vi. If a student fails to obtain the set score, he/she will be allowed one additional test opportunity that must be completed within two weeks of the first test.

ACT Aspire Benchmarks by Grade

(Benchmarks are based on ACT Aspire Score Scales. Students must meet both reading and math benchmarks.)

	Reading	Math
Grade 8	424	425
Grade 9	425	428
Grade 10	428	432

ACT Test Composite

(Benchmarks are based on TOPS Scholarship requirements for each diploma pathway.)

	TOPS Diploma	Career Diploma
Grade 11	20	18
Grade 12	20	18

K-8 Students with Significant Intellectual Disabilities

Students with significant intellectual disabilities should be assigned to a grade level consistent with their age.

III. Promotion for Students in Kindergarten and Grades 1, 2, 3, 5, 6, and 7

Teachers shall, on an individual basis, determine the promotion of each student according to the local Pupil Progression Plan. Particular emphasis shall be placed upon the student's proficiency in grade-appropriate skills.

In the space below, please describe the LEA's policies and procedures that will be used to determine promotion for students in Kindergarten and Grades 1, 2, 3, 5, 6, and 7.

Grades K, 1, 2, 3, & 5:
Promotion from one grade to another is based on the policies and regulations of the Calcasieu Parish School Board in compliance with standards cited in Bulletin 741. Students will not be promoted solely upon the recommendation of a private practitioner or a private agency. The recommendation will be given consideration only.

It is the responsibility of the **S**chool-**B**uilding-**L**evel **C**ommittee (consisting of three or more people knowledgeable of the student's performance) to review classroom performance and make decisions affecting retention or promotion based on a preponderance of evidence of student learning. An ESL representative should be included in the SBLC when making decisions for LEP students.*

*For purposes of the policies outlined in this document, the IEP team for the student will replace the SBLC.

Course Requirements for Promotion:

Kindergarten:

- He/She must be present the required number of days (167) at a public or private kindergarten, and
- The Report Card should reflect successful classroom performance.

Grades 1, 2, 3, & 5: Passing Session Grades in English Language Arts and Mathematics

Retention:

Students in grades K-3 may not be retained more than one year. In grade 5, a student may be retained according to his academic needs.

Students who fail to meet the promotion criteria above shall be retained. In addition, any student missing an excessive number of days will have a review by the SBLC for possible retention.*

*For purposes of the policies outlined in this document, the IEP team for the student will replace the SBLC.

See Section IV for information regarding promotion or retention of students in grade 4.

Grades 6 and 7:

Any student in middle school grade 6 and grade 7 shall be promoted on the basis of successful classwork. Successful classwork is defined as passing all work or all work except one subject. A rigorous review of student performance shall be conducted when there is evidence of successive yearly failures in any core subject. Failing to pass two or more core subjects will not be considered successful class work. Failing students will be required to attend summer school.

Students in grades 6 and 7 shall be in attendance for the minimum required number of days (167). Students who do not meet this criterion must attend summer school to make up the missed days. In addition, any student missing an excessive number of days will have a review conducted by the SBLC for possible retention.*

*For purposes of the policies outlined in this document, the IEP team for the student will replace the SBLC.

IV. Promotion and Support of Students in Grade 4

- Each LEA shall identify third and fourth grade students who have not met an acceptable level of performance that would enable them to successfully transition to the next grade level. Fourth grade students who have not met the acceptable level of performance may be retained or promoted, but in either case, shall be provided with an individual academic improvement plan that adheres to the following requirements:
    - The school shall convene an in-person meeting with the student's parent or legal custodian, all teachers of core academic subjects, and specialized support personnel, as needed, to review the student's academic strengths and weaknesses, discuss any other relevant challenges, and formulate an individual academic improvement plan designed to assist the student in achieving proficiency in all core academic subjects. All participants shall sign the documented plan and meet to review progress at least once more before the next administration of the LEAP assessment.
    - The student shall be provided with focused, on-grade level instructional support that is appropriate to the content area(s) in which the student has not yet achieved proficiency. Instruction shall be aligned with state academic content standards.
    - The student shall be identified as requiring an academic improvement plan in the state Student Information System (SIS).
    - The student shall be afforded the opportunity to receive grade-level instruction during the summer.
    - Each LEA shall adopt a written policy pertaining to the development of individual academic improvement plans. This policy shall be included in the Pupil Progression Plan.
    - The Department shall audit a random sampling of students identified as needing an individual academic improvement plan in each local education agency each year.
- The LDOE will provide to each LEA a roster of third and fourth grade students who have scored below the "Basic" achievement level in at least two core academic subjects. Such roster will assist the LEA in making final determinations relative to students' required individual academic plans.
    - The decision to retain a student as a result of his/her failure to achieve the standard on the LEAP shall be made by the LEA in accordance with this pupil progression plan.
    - The individual academic improvement plan shall continue to be in effect until such time as the student achieves a score of "Basic" in each of the core academic subjects that initially led to the development of the student's individual academic plan.

In the space below, please describe any local policies or additional considerations used to determine promotion of students at the end of the fourth grade.

Students are expected by the LDOE to score at least "Basic" in ELA or Math and "Approaching Basic" in the other core subjects, including ELA, math, science, and social studies.

If LEAP results are not available in time, the SBLC shall make promotion and retention decisions based on a preponderance of evidence of student learning. Evidence may include the prior year's LEAP results, classroom performance, and report card grades.

If the decision is made to retain a child in 4th grade, but the LEAP results come back showing that he/she has indeed met an acceptable level of performance that would enable him/her to successfully transition to the 5th grade, the SBLC/IEP may reconvene to adjust the committee decision.

CPSB Individual Academic Improvement Plan Policy

The Calcasieu Parish School Board is committed to providing each student in need of academic support with appropriate interventions through a systematic Response to Invention (RTI) Program. One component of that RTI process will be the identification of fourth grade students who have not met an acceptable level of performance based on a preponderance of evidence in at least two core academic subjects including English Language Arts, Math, Science, and Social Studies. Each fourth grade student not meeting the criteria for acceptable performance in at least two of these core subjects shall be provided with an Individual Academic Improvement Plan (IAIP) that adheres to the following requirements:

1. The school shall convene an in-person meeting with the student's parent or legal custodian, all teachers of core academic subjects, and specialized support personnel as needed to review the student's academic strengths and weaknesses, discuss other relevant challenges to the student's academic success, and then formulate an Individual Academic Improvement Plan. School personnel will review the IAIP with the parent/guardian, and identify at least two interventions that will be provided to each student with an IAIP as in-school support.
2. All participants of this meeting shall sign the Parent/Guardian Agreement when completed using the template provided by the Louisiana Department of Education. This agreement will be kept on file at the school in which the student attends. Participants shall meet to review progress of each student at least once more prior to the next administration of the LEAP assessment.
3. Each student with an Individualized Academic Improvement Plan shall be provided with focused, on-grade level instructional support that is appropriate to the content area(s) in which the student has not yet achieved proficiency aligned to state academic content standards.
4. Students requiring an Individual Academic Improvement Plan shall be identified as such in the state Student Information System (SIS).
5. Students with an Individual Academic Improvement Plan shall be provided with the opportunity to receive on grade-level instruction through targeted remediation programs.
6. Each student's Individual Academic Improvement Plan shall continue to be in effect until such time the student achieves a score of "Basic" in each of the core academic subjects that initially led to the development of the student's IAIP. Subjects in which a student scores "Basic" or above on subsequent LEAP Exams shall be removed from that student's IAIP.

The Individual Academic Improvement Plan for each student identified in §701 of BESE Bulletin 1566 will outline the responsibilities of each party for students who have failed to achieve acceptable academic performance by the end of fourth grade. Additional school year support will be provided to move students to grade-level proficiency by providing at least two of the following instructional strategies which will be documented in the Individual Academic Improvement Plan:

1. The student is placed in the classroom of a teacher who has been rated "Effective: Proficient" or "Highly Effective" pursuant to his/her most recent evaluation, has achieved a value-added rating of "Effective: Proficient" or "Highly Effective" pursuant to his/her most recent evaluation, or has documented evidence derived from state summative assessments of improving the academic performance of students having Individual Academic Improvement Plans in the past. Information pertaining to the specific ratings of individual teachers will be kept confidential and not shared with parents or guardians.
2. The student participates in a remediation program offered by the district.
3. Additional instructional time is provided during or outside of the school day to expose the student to high-quality instruction. This additional time shall not result in a student being removed from English Language Arts, Mathematics, Science, or Social Studies courses.
4. The student is provided access to on-grade-level instruction that is aligned to Louisiana State Standards, which may include some below grade-level content and support needed to address the student's identified weaknesses. In the absence of fully aligned curriculum in any given core subject, teachers shall follow the Scope and Sequence provided by the State to meet this requirement.

    - Remediation programs used throughout the school day and school year will not account for more than 35 percent of total instructional minutes.

The Individual Academic Improvement Plan (IAIP) and the Individual Educational Plan (IEP) for students with disabilities shall be aligned. The development of the academic plan within the IEP components will follow the timelines set forth in the pupil progression plan for all students and address the same considerations as for all students.

V. Promotion and Support of Students in Grade 8 and High School Considerations

a. Promotion of Students in Grade 8

Regular Grade 8 Promotion

Eighth grade students shall score at least at the "Basic" achievement level in either English language arts or mathematics and "Approaching Basic" in the other core subjects assessed by the Louisiana Department of Education in order to be promoted to the ninth grade. Students who do not meet the promotion standard after taking the eighth grade state assessments in spring, and following the completion of summer remediation, may be placed on a high school campus in the transitional ninth grade. For any student who recently completed the eighth grade and is transferring into the LEA from another state or country after the completion of summer remediation, the LEA shall review the student's academic record to determine appropriate placement in ninth grade or transitional ninth grade. Such placement shall occur no later than October 1 of each school year.

Grade 8 Promotion Waivers

- The LEA may waive the state policy for students scoring at the "Unsatisfactory" level in English language arts or mathematics, if the student scores at the "Basic" level in the other, provided that the student has participated in the spring administrations of LEAP and has attended the summer remediation program offered by the LEA.
- An LEA, through its superintendent, may grant a waiver on behalf of individual students who are unable to participate in LEAP testing or unable to attend LEAP summer remediation, including summer remediation required for placement in transitional ninth grade, because of one or more of the following extenuating circumstances as verified through appropriate documentation:
    - *Physical Illness—appropriate documentation must include verification that the student is under the medical care of a licensed physician for illness, injury, or a chronic physical condition that is acute or catastrophic in nature. Documentation must include a statement verifying that the illness, injury, or chronic physical condition exists to the extent that the student is unable to participate in remediation.*
    - *Custody Issues*—certified copies of the court-ordered custody agreements must be submitted to the LEA at least ten school days prior to summer remediation

Transitional 9th Grade

- Any first-time eighth grade student who does not meet the passing standard set forth in BESE Bulletin 1566, §703, and any student not eligible for any waiver pursuant to §707 of the bulletin, after completing summer remediation, may be placed on a high school campus in transitional ninth grade.

- LEAs shall follow the guidelines set forth in §703 to determine, based on evidence of student learning, whether eighth grade students may be promoted to the ninth grade or placed on a high school campus in transitional ninth grade. The percentage of an LEA's eighth graders placed in transitional ninth grade is expected to remain stable over time. In the event that the percentage of an LEA's eighth graders placed in transitional ninth grade-exceeds the percentage of eighth graders in that LEA eligible for transitional ninth grade at the conclusion of the prior school year, the local superintendent of that LEA shall provide a written justification to the state superintendent.
- The initial decision to place a student in the transitional ninth grade or to retain a student in the eighth grade shall be made by the school in which the student is enrolled in the eighth grade, in consultation with the student's parents.
- The LEA shall admit transitional ninth grade students, subject to any admissions requirements approved by the school's governing authority or charter authorizer.
- For any student who recently completed the eighth grade from another state or country and is transferring into the LEA after summer remediation has taken place, the LEA shall review the student's academic record to determine appropriate placement in ninth grade or transitional ninth grade. Students placed in the transitional ninth grade shall complete the remediation program offered by the LEA. Such placement shall occur no later than October 1 of each school year.
- After one full year of transitional ninth grade, students shall be included in the ninth grade graduation cohort for high school accountability purposes.
- Students enrolled in transitional ninth grade shall receive appropriate academic supports in any subjects in which they did not score at or above proficient, as determined by BESE. A plan outlining such academic supports shall be included in the student's individual graduation plan (IGP). Progress pursuant to such specified academic supports shall be reviewed at least once throughout the school year in order to determine effectiveness and any needed adjustments.

In the space below, please describe any local policies or additional considerations used to determine promotion of students at the end of the eighth grade.

Eighth Grade Promotion

Eighth grade students shall score at least "Basic" in ELA or mathematics and "Approaching Basic" in the other core subjects assessed by the LDOE in order to be promoted to the ninth grade. Additionally, students must successfully complete classwork. Successful classwork is defined as passing all work or all work except one subject. Failure to pass two or more core subjects will not be considered successful class work. Students in grade 8 shall be in attendance for the minimum required number of days (167). Students who do not meet this criterion must attend summer school to make up the missed days. In addition, any student missing an excessive number of days will have a review by the SBLC for possible retention.* Students not meeting the promotion standard after taking the eighth grade state assessments in the spring will be placed in remedial course(s) in the subject(s) in which the Unsatisfactory was scored on a high school campus as a Transitional Ninth Grade Student.

The LEA may waive the state policy for students scoring at the "Unsatisfactory" level in ELA or Math, if a student scores at the "Basic" level in the other subject, provided that the student has participated in the spring administration of LEAP.

All eighth grade students that score Unsatisfactory will be placed in remedial course(s) in the subject(s) in which the Unsatisfactory was scored. The SBLC teams will determine the high school course placement for eighth graders entering the transitional ninth grade who have scored "Approaching Basic." Participation in remedial course(s) is applicable to either placement, whether it be transitional ninth grade, students who receive waivers, or regular ninth grade students. Remedial courses will be designated as English, Business English, math, Math Essentials, science, Environmental Science, civics, and social studies. LEP students may be placed in an ESL remediation course in place of Business English at the recommendation of the ESL Committee. If a student earned an Algebra I or English I credit in middle school, he/she can be placed in another English or math course besides Math Essentials and Business English. If the middle school student earns a "Basic" or higher on the eighth grade state assessment, he/she can be placed in a course other than the remedial courses listed for the subject in which the "Basic" or higher was earned.

Any first-time eighth grade student who does not meet the passing standard set forth in BESE Bulletin 1566, §703, and any student not eligible for any waiver pursuant to §707 of the bulletin, will be placed on a high school campus only in the transitional ninth grade. Students who are eligible for the U/B or AB/AB waiver may be promoted to the ninth grade, and these students may be placed in the designated prerequisite course in which the "Basic" or higher was not earned. Schools may place students that enter on the BESE Bulletin 1566 Waiver in courses based on individual test scores and other applicable data. Students that enter high school on a BESE Waiver will be remediated through the designated prerequisite high school courses or the school's Response to Intervention Program.

*For purposes of the policies outlined in this document, the IEP team for the student will replace the SBLC.

b. High school promotion and transition considerations

Instructional Minutes: When awarding credit based on instructional time, LEAs shall provide a minimum of 7,965 instructional minutes for one Carnegie credit, and students shall be in attendance for a minimum of 7,515 minutes. In order to grant one-half Carnegie credit, LEAs shall provide a minimum of 3,983 instructional minutes, and students shall be in attendance for a minimum of 3,758 minutes.

Individual Graduation Planning: By the end of the eighth grade, every student (with the assistance of his parent or other legal custodian and school guidance personnel, counselor) or IEP team (when applicable) shall begin to develop an Individual Graduation Plan (IGP). An IGP guides the next academic year's coursework, assisting students in exploring educational and career possibilities and in making appropriate secondary and postsecondary education decisions as part of an overall career/postsecondary plan.

Financial Aid Planning: Louisiana requires public school students graduating spring 2018 and beyond to take one of the following steps as part of their Individual Graduation Plan:

1. Complete the FAFSA; or
2. Complete the Louisiana TOPS form; or
3. Certify a waiver in writing to the LEA (sample: non-participation LEA form/Letter); or
4. Receive a waiver through the district hardship waiver process.

Early Graduation: Each LEA shall develop an early graduation program allowing students to accelerate their academic progress, complete all state graduation requirements, and receive a high school diploma in less than four years.

- The early graduation program may include distance education (§2326), dual enrollment (§2327), and Carnegie credit and credit flexibility (§2314).
- LEAs shall not have any policies or requirements that would prevent students from graduating in less than four years.

In the space below, please describe any local policies or additional considerations used to determine the promotion of students in Grades 9 and above and to support their attainment of a high school diploma.

Accumulated Carnegie Units for Grade Level Classification

Entry Grade

9	0-4 credits
10	5-9 credits
11	10-16 credits
12	at least 17 credits

Components and Requirements of the Early Graduation Program

Appropriate completion of high school shall not be withheld from a student if the student has met all academic and attendance requirements.

However, students must earn all required credits with appropriate documents signed by parents confirming an approved pathway to completion as outlined in graduation requirements (Bulletin 741) at the time of graduation.

In order to encourage and facilitate early graduation of students seeking such completion, the district has modified its own policies and practices in the following manner:

- Credits earned during the middle school years will be immediately counted in the credits required for high school graduation.

- The district will allow reasonable access to the following:

    1. New credit acquired in the summer
    2. High school credits in middle school
    3. Transference of credit from accredited/approved schools
    4. Advanced Placement courses opportunities
    5. Dual enrollment articulation from accredited/district approved post-secondary institutions

(Some access may require financial contribution on the part of the student in following an accelerated path.)

Graduation Participation Policy

To be eligible for graduation and to participate in the graduation ceremony, students must meet all graduation requirements outlined in Bulletin 741 for the diploma pursued. These requirements must be met by the May deadline set by the district each year. The School Board may impose additional requirements as it deems appropriate.

VI. Support for Students

School Year Support

- The individual academic plan for each student identified in §701 of BESE Bulletin 1566 will outline the responsibilities of each party for students who have failed to achieve the standards by the end of fourth grade.
- The LEA will design and implement additional instructional strategies to move the students to grade-level proficiency by providing at least two of the following, which will be documented in the individual academic improvement plan:
    - The student is placed in the classroom of a teacher who has been rated "Effective: Proficient" or "Highly Effective" pursuant to his/her most recent evaluation or has achieved a value-added rating of "Effective: Proficient" or "Highly Effective" pursuant to his/her most recent evaluation, or has documented evidence derived from state summative assessments of improving the academic performance of students having individual academic improvement plans in the past.
    - The student completes summer remediation. (4^{th} & 8^{th} grade summer remediation is defined under VI. Support for Students: CPSB Summer Remediation Procedure.)
    - Additional instructional time is provided during or outside of the school day to expose the student to high-quality instruction. This will not result in a student being removed from English language arts, mathematics, science, or social studies courses.
    - The student is provided access to on grade-level instruction that is aligned to Louisiana State Standards, which may include some below grade-level content and support needed to address the student's identified weaknesses.
- Remediation programs used throughout the school day and school year will not account for more than 35 percent of total instructional minutes.

Summer Remediation

The LEA will offer, at no cost, extended, on-grade level instruction through summer remediation to students who did not take the spring LEAP tests or who failed to meet the standard set forth in §701 and §703 of BESE Bulletin 1566. The LEA will provide transportation to and from the assigned remediation summer site(s) from, at a minimum, a common pick-up point.

Student with disabilities attending summer remediation will receive special supports as needed.

Pursuant to state law (R.S. 17:24.4), LEAs shall continue to offer summer remediation to any student not meeting promotion standards as determined by BESE. Summer remediation programs will meet all of the following requirements:

- Uses curriculum determined by the Louisiana Department of Education to fully align to Louisiana State Standards (Bulletin 141 – *Louisiana Standards for English Language Arts*, Bulletin 142 –

Louisiana Standards for Mathematics, Bulletin 1962 – *Louisiana Science Content Standards*, and Bulletin 1964 – *Louisiana Social Studies Content Standards*)

- Utilizes teachers rated "Effective: Proficient" or "Highly Effective" pursuant to the teacher's most recent evaluation or have achieved a value-added rating of "Effective: Proficient" or "Highly Effective" on the most recent evaluation.
- Limits remedial (below grade-level) instruction to only necessary and focused skills as identified from top-quality assessments and does not account for more than 35 percent of the total summer remediation instructional time.

CPSB Summer Remediation Procedure

Fourth Grade:
In January, a committee comprised of an administrator, school counselor, and appropriate teachers will hold face-to-face meetings with the parent or guardian of all fourth-grade students in danger of failure. At this time the committee, with input from the parent/guardian, will identify the appropriate supports needed for each student. All parties will sign an Academic Warning Letter that will act as a Pre-Individual Academic Improvement Plan until student LEAP 2025 results are received during June. Student grades along with 3rd grade LEAP scores will be used to determine which 4th grade students will be identified as needing a Pre-Individual Academic Improvement Plan. Each student identified will be provided targeted remediation in each subject identified on the Pre-Improvement Academic Improvement Plan during the second semester through one or more of the following supports:

- Embedded RTI time
- In school pull outs by school Interventionists
- After school remediation programs

After test results are received during the summer, if a preponderance of evidence shows that a student has not achieved an acceptable level of performance to successfully transition to the next grade level, they will be identified as needing an Individual Academic Improvement Plan (IAIP). State assessments will be used to help guide IAIP decisions but may not be the sole determining factor. Prior to October 1st of the next school year, IAIP meetings will be held with the parent or guardian of each student identified to create a plan and sign the IAIP template provided by the State.

Eighth Grade:
Any first-time eighth grade student who does not meet the passing standard set forth in BESE Bulletin 1566 §703, and any student not eligible for any waiver pursuant to §707 of the Bulletin, will be placed on the high school campus in the transitional ninth grade for school year support.

All eighth grade students that score Unsatisfactory will be placed in remedial course(s) in the subject(s) in which the Unsatisfactory was scored. The SBLC teams will determine the high school course placement for eighth graders entering the transitional ninth grade who have scored

"Approaching Basic."

Participation in remedial course(s) is applicable to either placement, whether it be transitional ninth grade, students who receive waivers, or regular ninth grade students. Remedial courses will be designated as English, Business English, math, Math Essentials, science, Environmental Science, civics, and social studies.

VII. Promotion and Placement of Certain Student Populations

Students with Disabilities

- Students with disabilities attending summer remediation shall receive special supports as needed.
- IEP teams shall determine promotion to the next grade level for a student with a disability who fails to meet state or local established performance standards for the purposes of promotion. Such determination shall be made only if, in the school year immediately prior to each grade level in which the student would otherwise be required to demonstrate certain proficiency levels in order to advance to the next grade level, the student has not otherwise met the local requirements for promotion or has not scored at or above the basic achievement level on the English language arts or mathematics components of the required state assessment and at or above the approaching basic achievement level on the other (Bulletin 1530 §403).

English Learners

- The requirements of Title VI of the Civil Rights Act of 1964 are as follows:
  - Establish procedures to identify language minority students.
  - Establish procedures to determine if language minority students are Limited English Proficient.
  - Establish procedures for age-appropriate placement and determine the specialized language services or program the district will use to address the linguistic and cultural needs of the Limited English Proficient student.
- Limited English Proficient (LEP) students shall participate in the statewide assessments pursuant to Bulletin 118. Increasing the expectations for the academic content that students must master in grades K-12 requires a parallel increase in expectations for English language acquisition.
  - Establish procedures to monitor former Limited English Proficient students for two years.
  - Ensure that no LEP student shall be retained solely because of limited English proficiency.

In the space below, please describe any local policies or additional considerations related to the promotion and placement of students with disabilities, English learners, or other student populations.

Students with Disabilities

For purposes of the policies outlined in this document, the IEP team for the student will replace the School Building Level Committee (SBLC).

IEP teams shall determine promotion to the next grade level for a student with a disability who fails to meet state or local established performance standards on any assessment for the purposes of promotion. Such determination shall be made only if, in the school year immediately prior to each grade level in which the student would otherwise be required to demonstrate certain proficiency levels in order to advance to the next grade level, the student has not otherwise met the requirements for promotion.

The procedures for students with disabilities are subject to revisions made necessary by the Louisiana Department of Education adoption of rules, regulations, and procedures to meet Act 833.

Students with disabilities who do not meet promotion standards for K-8 should be considered for promotion or retention by the IEP team based on the following district standards:

1. Promotion decisions must take into consideration accommodations, modifications to the curriculum and modified grades for students whose documented overall grade level equivalent is within a 1 to 1.5 range of the grade enrolled in ELA and/or math. Retention may be considered in any grade when the retention will enable the child to address grade level standards in the regular class and continue to make progress in state standards for that grade. This includes use of the IEP accommodations and modifications.
2. Promotion should be considered in any grade when the state standards, appropriate for that child, are significantly below grade level and documentation is available to support the child's progression. Significantly below grade level is defined as 2 or more instructional levels below grade enrolled in ELA and/or math. Progression is defined as documented trend data from statewide assessments, district common assessments, progress monitoring assessments and/or goals, and objectives correlating with state standards. Documented is defined as written results reported on the IEP under General Student Information, Progress in the General Curriculum, Results of Statewide Assessment and/or status of goals and objectives.
3. Students who meet the state criteria for LEAP Connect should be promoted from grade to grade each school year according to their age. Retention may be considered by the IEP team if the retention will increase mainstreaming, inclusion, or other appropriate opportunities to interact with their non-disabled peers.
4. In no case should students with disabilities be retained past the over-age policies for nondisabled students. The IEP team must keep in mind that students with IEPs are eligible to participate in school through age 21 and individualized, appropriate programming is provided regardless of the school campus designation as elementary, middle, or high school.

If an IEP team determines the student is not required to meet state or local established performance standards on any assessment for purposes of promotion, it shall:

1. Identify rigorous educational goals for the student;
2. Include diagnostic information, appropriate monitoring, and intervention and other evaluation strategies;
3. Include an intensive instructional program;

4. Provide innovative methods to promote the student's advancement including flexible scheduling, alternative learning environments, online instruction, or other interventions that are proven to accelerate the learning process and have been scientifically validated to improve learning and cognitive ability;
5. Special education students not attaining performance standards shall be offered remediation the same as regular education students with special support provided as needed.
   Remedial (below grade-level) instruction shall be limited to only necessary and focus skills as identified from top quality assessments and cannot account for more than 35% of the total summer remediation instructional time.
6. By the end of the eighth grade, the IEP team shall begin to develop an Individual Graduation Plan (IGP) pursuant to Bulletin 741. The IGP shall identify a course of study that promotes college or workforce readiness or both, career placement and advancement, and transition from high school to postsecondary education or work placement. IGP will follow standards set forth in the Individual Graduation Planning of this document under b. High school promotion and transition considerations.

The Career Diploma Assessment Requirements

If a student with a disability has not met state-established benchmarks on state assessments for any two of the three most recent school years prior to high school or for the two most recent administrations of any state-established assessments required for graduation, the IEP team may determine if the student is required to meet state or local established performance standards on any assessment for purposes of graduation (Act 833).

Students with disabilities shall be afforded the same opportunities to pursue a standard diploma and to exit with all course credits, honors, and financial awards as other students. A student with a disability is not guaranteed a diploma and shall meet either the standard requirements for graduation or those established by his IEP team to be awarded a diploma.

Pursuant to the Elementary and Secondary Education Act (ESEA), the state academic content standards shall apply to all public schools and public school students in the state and include the same knowledge and skills expected of all students and the same level of achievement expected of all students with the exception of students with the most significant cognitive disabilities who may access alternate academic achievement standards and achievement levels. *Exception*: LEAP Connect students may qualify for a Career Diploma under Act 833 if determined eligible by the IEP team. Only diplomas earned by students who have pursued the regular academic state standards and who have earned all state required Carnegie credits shall be considered for a regular diploma in the state and district accountability Board, pursuant to federal laws and regulations.

If an IEP team determines that state-established benchmarks on the required state assessments are no longer a condition for graduation for a student, it shall:

1. Within thirty days of the start of the next school year or course, establish minimum performance requirements in the student's IEP relevant to graduation requirements. The Louisiana Department of Education shall make available a list of multiple appropriate assessments and guidance for use in establishing minimum score requirements on the assessments that an IEP team may, but shall not be required to, use for this purpose. The IEP team shall consider establishing minimum performance requirements for annual academic and functional goals designed to meet the student's needs that result from the student's disability and that will enable the student to be involved in and make progress in the general education curriculum and to meet other educational needs of the student that result from the student's disability, including the student's postsecondary goals related to training, education, employment and where appropriate, independent living skills.
2. Provide the student and his parent or legal guardian with information related to how requirements that vary from standard expectations may impact future educational and career options.
3. Require the student to successfully complete IEP goals and requirements and to ensure that the student meets at least one of the following conditions, consistent with the IEP: (For LEAP Connect students only)
    a. Employment in integrated, inclusive work environments, based on the student's abilities and local employment opportunities, in addition to sufficient self-help skills to enable the student to maintain employment without direct and continuous educational support from the school district;
    b. Demonstrated mastery of specific employability skills and self-help skills that indicate that he does not require direct and continuous educational support from the school district; or
    c. Access to services that are not within the legal responsibility of public education or employment or education options for which the student has been prepared by the academic program.

Students may apply a maximum of two Carnegie units of elective credit toward high school graduation by successfully completing specially designed courses for remediation.
A maximum of one Carnegie unit of elective credit may be applied toward meeting high school graduation requirements by an eighth grade student who has scored at the Unsatisfactory achievement level on either the English language arts and/or the mathematics component(s) of the eighth grade LEAP provided the student:

1. Successfully completed specially designed elective(s) for LEAP remediation
2. Scored at or above the Basic achievement level on those component(s) of the eighth grade LEAP for which the student previously scored at the Unsatisfactory achievement level

Prior to or upon the student's entering the tenth grade, all LEAs shall notify each student and his/her parents or guardians of the requirement of passing the end-of-course tests.

Remediation and retake opportunities will be provided for students who do not pass the end-of-course tests. Students shall be offered 30 hours of remediation each year in each EOC test they do not pass. Refer to Bulletin 1566—Guidelines for Pupil Progression, and the addendum to Bulletin 1566—Regulations for the Implementation of Remedial Education Programs Related to the LEAP/CRT Program, Regular School Year.

English Learners

- Every student entering a Calcasieu Parish school for the first time will complete a home language survey. If a language other than English is spoken in the home, the school's principal or counselor will submit a copy of the survey to the World Languages/ESL Department. The counselor and the ESL Department will schedule further screening as needed.

- The ESL Department will administer the ELPS (English Language Proficiency Screener) or the IPT (IDEA-Innovative Differentiated English Activities-Proficiency Test) to assess oral language proficiency as well as reading and writing proficiency of language minority students, as needed.

- English as a Second Language (ESL) services are provided for English Learners (ELs) on various campuses:
  Lake Charles: Fairview Elementary (for Spanish speakers) and A.A. Nelson Elementary (all other languages)
  Fairview Elementary also offers Two-way Spanish immersion.
  Sulphur: W. T. Henning Elementary (all languages)
  Minimal bilingual Spanish support is provided at the Fairview and Henning sites.
  Itinerant elementary ESL teachers provide ESL pull-out services to students in outlying areas.
  Sheltered English Instruction is provided throughout the parish for all ELs by ESL and classroom teachers. In addition, ESL push-in may be provided by ESL staff.

  - Middle school ESL classes in Lake Charles are held at Lake Charles Boston Academy for those students east of the river; and in Sulphur at W.W. Lewis Middle for those students west of the river. Beginning level classes are taught in the morning and include ELA, science, and social studies. Intermediate students are taught ELA only in the afternoons.

  - High School ESL classes in Lake Charles are held at Lake Charles Boston Academy for those students east of the river and at Sulphur High 9th grade campus for those students west of the river. All high school students earn Carnegie units. Beginners attend in the morning and intermediates in the afternoon. The remainder of the day students receive sheltered instruction at their home schools.

  - Modified grades will be denoted with an asterisk"*". In the JCampus Web Gradebook code 84 can be used to denote modified grades.

- To exit the EL program and be reclassified as "monitored," students will need to have an achievement level in the **Proficient** range on the ELPT for their grade level. The district will monitor former ELs through student grades, state assessment scores, teacher recommendations, and the grading process in place in the district. All support services and activities will be accessible to ELs as the district provides instructional programs that foster success in mathematics, science, social studies, and language arts. The ESL Department will input the language information of ELs into JCampus and track their progress.

- Students with disabilities who are unable to meet the above exit criteria after four years or more in EL status because of their disability, as decided by a consensus of the members of the IEP team along with an EL representative, may be exited from EL or LEP status but will still be required to take statewide assessments.

VIII. Alternative Education Placements

Alternative schools/programs serve students who are not succeeding in the traditional educational setting and offer a venue that aids in preventing these students from dropping out of school. Alternative schools/programs provide educational and other services to students who have a variety of behavioral and other needs that cannot be adequately met in a traditional school setting. (Refer to Bulletin 741, §2903 and Bulletin 131)

In the space below, please describe the LEA's policies for placement of students in an alternative program or school, including any promotion policies that may differ from what was provided above.

Students are placed in the regular school setting and efforts are made to maintain that placement. When the student's academic, social, and/or behavioral needs are not met in the regular setting, the student is placed in an alternative setting. Specific criteria for entering and exiting the available alternative settings in Calcasieu Parish are included in the descriptions below. Advanced Studies Programming is not provided in the alternative setting.

CALCASIEU PARISH ALTERNATIVE SITE (East and West)

The Calcasieu Parish Alternative Site is available to students in grades kindergarten through twelve who meet one or more of the following guidelines:

- Have been expelled from their home-based school
- Are considered at-risk as identified in the Pupil Progression Plan (Appendix A, Local Terms)
- Have been recommended by a principal, School Building Level Committee, or parent/guardian
- Have been placed through the IEP process and/or a hearing officer

The primary goal of the program is to provide all students with educational, behavioral and emotional opportunities, and supports in a safe and caring environment.

Students will be evaluated using the parish grading policies. All parish and mandated testing procedures will be followed. The program will meet requirements specified in the State Department and BESE-approved proposal.

POSITIVE CONNECTIONS

Positive Connections is available to students in grades kindergarten through fifth who meet one or more of the following guidelines:

- Have been expelled from their home-based school
- Have been placed through the IEP process and/or a hearing officer

The primary goal of the program is to provide all students opportunities to succeed academically while learning appropriate social behaviors.

Students will be evaluated using the parish grading policies. All parish and state mandated testing procedures will be followed.

The program will meet requirements specified in the State Department and BESE-approved proposal.

IX. Due Process Related to Student Placement and Promotion

In the space below, please describe the LEA's due process procedures related to student placement for regular education students, students with disabilities having an Individualized Education Program plan, and students having an Individual Accommodation/Section 504 plan.

Due Process for K-12 Regular Education Students

Step One - Informal

Within twenty (20) days of the time that the grievant knew, or reasonably should have known of the grievance (or within twenty (20) days of the publication of this grievance procedure, whichever is later), the grievant shall present the grievance orally to the building principal (if the grievant is a student) or to the immediate supervisor (if the grievant is an employee). Within five (5) days after presentation of the grievance, the principal or immediate supervisor shall orally answer the grievance.

Step Two - The "Responsible Official"

Within five (5) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the "responsible official" on the form provided as part of this procedure.

The grievance shall:
1. Name the employee or student involved
2. State the facts giving rise to the grievance
3. Identify the specific relief requested

Within five (5) days after receiving the written grievance, the "responsible official" shall give his answer in writing to the grievant.

Step Three - The Superintendent

If the grievance is not resolved in step two, the grievant may, within five (5) days of receipt of the "responsible official's" answer, appeal to the superintendent by filing the grievance and the "responsible official's" answer, along with any written response of the grievant to the answer of the "responsible official", with the office of the superintendent which shall receipt thereof.

a. The superintendent shall hear the grievance within ten (10) days after receipt of any written grievance properly filed with the superintendent's office and shall render his decision in writing within ten (10) days after such hearing.

    - The grievant shall be afforded a full and fair opportunity to present evidence relevant to the facts and issues raised by the grievance and may be represented by counsel at the hearing of a grievance by the superintendent.
    - The grievant shall be furnished a copy of the decision of the superintendent.

The decision of the superintendent shall be final within the school corporation.

Due Process for Students with Disabilities

Due process procedures will follow Bulletin 1706 when promotion/retention procedures are set forth in the IEP.

X. Additional LEA Policies Related to Student Placement and Promotion

In the space below, please describe any additional LEA policies related to student placement and promotion that have not been addressed in other sections of this document.

High School
Promotion to the next grade for high school students is based on Carnegie units earned.

Acceleration: Criteria for Acceleration

Grades K – 8

The IEP Committee will be comprised of parent or parents, gifted teacher, regular education teacher, principal, evaluation representative, and an officially designated representative of the LEA (ODR—Advanced Studies/Gifted Supervisor). The committee will make the decision for vertical acceleration based on the following criteria:

The student must be classified as gifted per Bulletin 1508:

Academic Maturity: Student will have scored in the 98th percentile in math and reading on a nationally normed test of academic achievement.
Intellectual Maturity: Student will have demonstrated an intellectual functioning level in the 99th percentile on a nationally normed test of academic aptitude.
Physical Maturity: Student should fit within the physical range of the next grade level.
Social Maturity: Student's interests should be basically the same as those of the older students.
Emotional Maturity: Student should have a high degree of persistence, drive, and motivation for learning. He or she should be able to withstand frustrations inherent in addressing new, more difficult tasks.
Attendance: Student must adhere to the attendance policy outlined in the Pupil Progression Plan, Section II C.
Observation: Observation should be used as needed.

The committee shall also utilize course grades, scores from appropriate standardized tests, and other pertinent information that may help determine appropriate placement.

After considering all information and vertical acceleration is recommended by the IEP Committee, the committee shall design a written plan for acceleration. The plan shall include a time line and types of instructional modes to be used.

Whenever the IEP Committee's recommendations and the plan for acceleration have been accomplished and evaluated, a recommendation for acceleration shall be presented to the appropriate Administrative Director for final disposition.

Policies and Procedures for Grade "Skipping"

Policies and procedures for grade skipping and vertical acceleration are outlined above.

Policies Governing Services for Gifted Students

Students who are being considered for vertical acceleration must be identified as gifted according to Bulletin 1508.

The accelerated curriculum for the gifted program must be in accordance with Section 2311 in Bulletin 741.

Carnegie Credit Courses Offered on an "Accelerated" Schedule

Carnegie credit courses include the following: Middle school-high school credit classes, High School Advanced Placement, and Dual Enrollment classes. (See Appendix E for course listings for middle schools.)

XI. LEA Assurances and Submission Information

Assurance is hereby made to the Louisiana Department of Education that this Calcasieu Parish School Board 2019-2020 Pupil Progression Plan has been developed in compliance with all applicable federal and state laws and regulations. If any local policy outlined in this plan conflicts with federal or state laws or regulations, I understand that federal and state laws and regulations shall supersede the local policy.

Date approved by local school board or governing authority: _____

_____ _____

Karl Bruchhaus, Superintendent Damon Hardesty, Board President

XII. Appendices

The following appendices address additional CPSB pupil placement and progression policy information.

APPENDIX A

DEFINITION OF TERMS

Description

- A list of state terms
- A list of terms used in the local plan (They will be used as the basis for interpretation of the components of the local plan.)

Definition of Terms

A. A list of **state terms**

1. **Acceleration** – Advancement of pupil at a rate faster than usual in or from a given grade or course—This may include "gifted students" identified according to Bulletin 1508.

2. **Alternate Assessment** – The substitute way of gathering information on the performance and progress of students with disabilities who do not participate in typical state assessments

3. **Content Standards** – Statements of what we expect students to know and be able to do in various content areas

4. **LEAP 360** – An optional assessment system that provides educators with student learning data—It consists of formative assessments designed to assist teachers, schools, and school systems to monitor student learning and adjust instructional support.

5. **Louisiana Educational Assessment Program LEAP** – The state's testing program that includes the grades 3, 4, 5, 6, 7, 8 LEAP and Algebra I, Geometry, English I and II, Biology, and US History LEAP 2025 and the English III EOC

6. **Promotion** – A pupil's placement from a lower to a higher grade based on local and state criteria contained in these guidelines

7. **Pupil Progression Plan** – The comprehensive plan developed and adopted by each parish or city school board which shall be based on student performance on

the Louisiana Educational Assessment Program with goals and objectives which are compatible with the Louisiana competency-based education program and which supplement standards approved by the State Board of Elementary and Secondary Education (SBESE)—A Pupil Progression Plan shall require the student's proficiency on a certain test as determined by SBESE before he or she can be recommended for promotion.

8. **Regular Placement** – The assignment of students to classes, grades, or programs based on a set of criteria established in the pupil progression plan—Placement includes promotion, retention, remediation, and acceleration.

9. **Remedial Programs** – Programs designed to assist students including identified students with disabilities and Non/Limited English Proficient (LEP) students, to overcome educational deficits identified through the Louisiana Education Assessment Program and other local criteria

10. **Remediation** – See Remedial Programs

11. **Retention** – Non-promotion of a pupil from a lower to a higher-grade

12. **Summer Remediation Program**- The summer program offered by the LEA for the specific purpose of preparing grade 4 and grade 8 students to be proficient in English language arts or mathematics

B. A list of **terms used in** the **local** plan (They will be used as the basis for interpretation of the components of the local plan.)

1. **Academically Able** – One who is functioning at grade level as determined by the local school system
    a. Foreign Language Program-Must meet all three of the following criteria:
        1) Students who are functioning at grade level and who have shown at least average progress in language arts studies, with an unmodified 2.5 GPA in ELA
        2) Students who scored Basic or above on the ELA portion of the state summative assessment are strongly recommended for enrollment and/or continuation in the foreign language program (if data is available)
        3) Students that are not in need of academic intervention (RTI)
    b. Mathematics
        1) Middle School students who are functioning at grade level, demonstrate at or above average progress in mathematics studies and demonstrate a great aptitude for Math as verified by the Counselor, Teacher(s) and Principal may be offered Accelerated Math (grade 6) and/or Pre-algebra (grade 7)—Algebra I may be offered for high school credit (grade 8).

2) In smaller schools that do not have enough students to warrant a class— "Academically able" students are grouped with others taking the curriculum prescribed math for Grade 8.

c. Special Education
For special education students, the IEP Committee will determine the student's enrollment in foreign language based on academically able eligibility criteria for foreign language.

2. **Accommodation** – The term "accommodation" may be used to describe an alteration of environment, curriculum format, or equipment that allows an individual with a disability or limited English to gain access to content and/or complete assigned tasks.

3. **ACT** – American College Testing (Program) – A test required for entrance into state colleges and universities

4. **ACT 146** – Regulations that provide for the implementation of kindergarten developmental readiness screening programs

5. **Action Plan** – The education program for those students qualifying under Section 504 of the Rehabilitation Act of 1973

6. **Appraisal Team** – Appraisal personnel assigned to a particular school. The team consists of at least an educational assessment teacher, a school psychologist, and a school social worker.

7. **Assessment** – The process of gathering information on student learning from a variety of sources to understand how well students are achieving identified expectations

8. **Assessment Teacher** – An appraisal role for a specialist who is involved in assisting students who have problems in regular education and in evaluating students identified as having need of Special Education

9. **At Grade Level or Above** – Students demonstrating at least average progress (grade C or above) as verified by teacher(s) and principal

10. **At-Risk** – Students identified as exhibiting one or more of the following factors:
    - Have been retained academically one or more years
    - Have exhibited excessive absenteeism
    - Have been adjudicated as delinquents
    - Are pregnant and/or parents
    - Have achieved less than a 2.0 grade point average on 4.0 scale
    - Come from low socioeconomic level

11. **Basal (Text)** – An elementary textbook adopted by the parish for general use in the classroom

12. **Bulletin 741** – Handbook for School Administrators--a comprehensive guidebook issued by the State Department of Education

13. **Bulletin 1508** – Pupil Appraisal Handbook

14. **Bulletin 1539** – IEP Handbook for Students with Exceptionalities

15. **Bulletin 1566** – Guidelines for Pupil Progression

16. **Bulletin 1706** – Regulations for Implementation of the Exceptional Children's Act

17. **Bulletin 1903** – Guidelines for the Education of Dyslexic Students

18. **Career and Technical Education** – Organized educational programs specifically designed to provide students with skills necessary for success at the postsecondary level as well as in the world of work – Programs involve hands-on instruction in a number of related clusters of courses. Participation in these occupational, course clusters affords students an opportunity to attain post-secondary articulated credit along with industry-based training and certification in specific occupational areas.

19. **Carnegie Unit of Credit** – State approved qualitative as well as quantitative measure – In Calcasieu Parish Schools, which are approved by the State of Louisiana as well as the Southern Association of Colleges and Schools, a unit of credit is awarded after successful completion of a year's work. Classes meet five days a week for thirty-six (36) weeks, fifty (50) minutes each day. Half units represent eighteen (18) weeks participation on the same basis.

20. **Co-curricular Activities** – Those activities that are relevant, supportive, and are an integral part of the program of studies and which are under the supervision and/or coordination of the school instructional staff

21. **Criterion Reference Test** – An assessment instrument used to determine mastery of specific skills; also called unit, chapter, or periodic test

22. **Cumulative Folder** – A permanent record of a child that contains documentation of his/her progress at school

23. **Cursive Handwriting** – Cursive Handwriting instruction is required in all public schools by third grade and incorporated into the curriculum for grades 4-12. It is defined as writing in which the strokes of successive characters are joined

and the angles are rounded.

24. **Developmental** – Appropriate behavior by age level in areas such as motor skills, oral language development, cognitive development, socio-emotional development, auditory discrimination, visual discrimination, and self-help skills (BESE Policy)

25. **English Learners (ELs)** –Also known as Limited English Proficient (LEP) – Students who have little or no social and/or academic proficiency in the English language

26. **ELPS** – English Language Proficiency Screener-The new state mandated computer-based test used to assess the English proficiency of incoming language minority students

27. **ELPT** – English Language Proficiency Test – The ELPT assessment measures and reports on students' English language proficiency.

28. **ESL Pull-Out** – A program to teach English as a second language (ESL), as well as, study skills, content vocabulary, and cultural orientation to English learners

29. **ESL Push-In** – A program in which the ESL teacher assists ELs in the regular education classroom

30. **Extended Standards** – The Louisiana Extended Standards provide links from curriculum to instruction for students with significant cognitive disabilities. They are an extension of the content standards, benchmarks, and GLEs and provide three levels of complexity.

31. **Extracurricular Activities** – Those activities that are not directly related to the program of studies but are under the supervision of school instructional staff and are considered valuable for the overall development of the student— Extracurricular activities shall not be scheduled during instructional time.

32. **Formative Assessment** – The process of gathering information during the learning process — It involves constructive and specific feedback to students aimed to improve learning and is used by teachers to plan for and drive instruction. *Formative assessment is assessment **FOR** learning.*

33. **IASA Title I- Remedial Programs** – Programs designed to assist educationally disadvantaged students to overcome educational deficits identified through testing and other local criteria

34. **IASA Title I** – Improving America's School Act-Title I of Public Law 103-382 formerly ESEA, Chapter I Act of 1965 and amended 3/31/94

35. **Instructional Time** – The schedule time designated for teaching courses outlined in the program of studies

36. **GED** – General Equivalency Diploma

37. **Gifted (Academically)** – In possession of demonstrated abilities that give evidence of high performance in academic and intellectual aptitudes

38. **Grading** – The process of evaluating the quality of student work based on identified criteria and assigning a value to represent the level of achievement attained

39. **Hospital or Homebound** – Any situation in which physical or mental impairment or illness, or the treatment thereof, precludes the movement of an individual from a hospital or home environment to the general educational environment

40. **IAP** – The Individual Accommodation Plan required by the LA Department of Education for students receiving 504 services in the regular classroom

41. **IEP** – A written, individualized education plan developed for each student eligible under IDEA which describes a free, appropriate, public education (FAPE)

42. **Itinerant Special Education Services** – An instructional service in which a special education teacher travels from school to school or other settings, providing special materials and individualized instruction in disability specific skills

43. **Inventory Tests** – Pre-assessment tests (readiness, placement, screening) given to indicate specific needs of individual students

44. **Lateral Acceleration** – Enrichment through the use of highly affective and cognitive skills while dealing with content appropriate to the assigned grade level

45. **Mainstreamed** – In the context of education, refers to the practice of educating students with special needs in regular classes during specific time periods— If the special education teacher provides services in the regular class during mainstream periods, it is referred to as inclusion.

46. **Modification** – The term "modification" may be used to describe a change in the curriculum which alters the learning expectations for students.

47. **Multi-Supplementary Materials** – Materials used in the classroom in addition to adopted textbook

48. **Multisensory Structured Language Program** – Direct, explicit instruction in the code of written language (letter-sound system)— The code and the rules governing

written language are taught in a sequential, cumulative manner.

49. **Readiness Screening** – The process of identifying the performance levels, skills, and abilities of young children, emotional and social development

50. **Rehabilitation Counselor** – An individual who provides services in individual or group sessions that focus specifically on career development, employment preparation, achieving independence and integration in the workplace and community of a student with a disability—It also includes vocational rehabilitation services.

51. **Related Services** – Transportation and such development, corrective and other supportive services as are required to assist an exceptional child to benefit from special education and includes speech pathology and audiology services, vision services, psychological services, physical and occupational therapy, adaptive physical education, early identification and assessment of disabilities in children, counseling services and medical services for diagnostic or evaluation purposes—The term also includes school health services, social work services in schools and parent counseling and training.

52. **Remedial Programs** – Programs designed to assist students including identified students with disabilities and Non- or Limited English Proficient (LEP) students, to overcome educational deficits identified through the Louisiana Education Assessment Program and other local criteria

53. **Resource Center for Gifted** – A type of instructional setting, designed or located at one school that provides instructional services to gifted or talented students from two or more schools and in which:
    - Instruction is provided by a teacher who is certified in the exceptionality for which instruction is provided.
    - No less than twenty-four (24) or more than fifty-five (55) children are enrolled for each teacher.
    - Instruction time is not less than three (3) hours per week.

54. **Response to Intervention (RTI)** – RTI is a multi-tier approach to the early identification and support of students with academic and/or behavior needs. The RTI process begins with universal screening and high quality instruction for all children in the general education classroom. Data are used to determine which students need extra support and the best research-based interventions available to help students achieve grade level success. Decisions about the intensity and duration of interventions are based on individual student response to instruction. Progress is closely monitored to assess student growth.

55. **School-Building-Level Committee (SBLC)*** – A mechanism which functions as an in-school resource committee and as a liaison committee to support services—The School-Building-Level Committee has three primary functions, which are as follows:

    a. It acts as a reference team for insuring that all resources available within the school have been employed prior to referral to pupil appraisal.

    b. It is the in-school mechanism for review of decisions affecting retention or promotion. The membership of the committee will vary with the problem presented, but should always include the following positions: referring teacher, principal or his/her designee and counselor. The assessment teacher should be included if a referral for appraisal is being considered.

    c. It serves as a committee of three or more knowledgeable people who oversee referrals, assessment, educational planning, and program implementation for students with dyslexia and other related disorders per requirements of Section 504 of the Rehabilitation Act of 1973.

    *For purposes of the policies outlined in this document, the IEP team for the student will replace the SBLC.

56. **School Day** –The daily period of time established by the LEA as the official operating hours of the school for administrative and instructional purposes, as well as co-curricular activities

57. **Sheltered English Instruction** – An instructional approach with the focus of making academic instruction in English comprehensible to English Language Learners

58. **Special Education Handbook** – The school system's operational handbook for special education policy and procedures – This handbook is found on Calcasieu Parish School Board Blackboard under Special Education.

59. **Student with an Exceptionality/Disability** – A student who, after being evaluated, is determined to have an exceptionality that significantly affects educational performance to the extent that special education is needed—Refer to Bulletin 1508.

60. **Summative Assessment** – Occurs throughout a course – Summative assessment is designed to allow students to demonstrate achievement toward the expectations of a course. It forms the primary basis for establishing the report card levels of achievement. *Summative assessment is assessment **OF** learning.*

61. **Summer School** – A summer program designed to assist unsuccessful students in grade 6 through grade 8—Successful classwork is defined as passing all work or all work except one subject. Failing to pass two or more core subjects in grade 6 through grade 8 will not be considered successful class work. Unsuccessful, failing students in grade 6

through grade 8 will be required to attend Summer School in order to be promoted

62. **Support Staff** – Personnel at the building level and/or personnel from the central office staff with specific expertise—Support staff may include consultants and supervisors from regular instruction, director of instructional programs, special education, federal programs, and pupil personnel services.

63. **Vertical Acceleration** – Upward movement to higher-grade level skills

SCHOOL-BUILDING-LEVEL COMMITTEE
MEETING VERIFICATION

STUDENT INFORMATION:

Name:_____

Age:_____

Present Grade Level: _____

Number of Previous Retentions: _____

REASON FOR MEETING:

_____

_____

COMMITTEE DECISION:

_____

_____

COMMITTEE SIGNATURES:

_____ _____

_____ _____

_____ _____

DATE: _____

SCHOOL NAME: _____

COPY - Principal's Office *COPY - Student Folder*

REFUSAL OF REMEDIATION

I hereby acknowledge the Calcasieu Parish School System has offered remedial help to my son/daughter at no cost for deficiencies that were identified on the required assessment.

Student _____

School _____

Subjects(s) - Circle those applicable

English/Language Arts
Mathematics
Science
Social Studies

Signature Parent/Guardian: _____

Date _____

ASSESSMENT/GRADING POLICY

A. No school board member, school superintendent, assistant superintendent, principal, guidance counselor, teacher, or other administrative staff member of the school or the central staff of the parish school board shall attempt, directly or indirectly, to influence, alter, or otherwise affect the grade received by a student from his/her teacher. (Bulletin 1566 §501 C.)

Neither shall a teacher's determination of a student's grade(s) as a measure of the academic achievement or proficiency of a student be altered or changed in any manner by any employee of the Calcasieu Parish School Board, other than the student's teacher, except as provided in this policy.

A student's grade(s) may be changed, other than by the student's teacher, only upon a determination that the grade(s) is an error, or that the grade(s) is demonstrably inconsistent with the teacher's grading policy.

The Chief Academic Officer is granted authority by this policy to change a student's grade(s). The determination of the Chief Academic Officer with respect to a grade change is subject to the right of the Superintendent to review, modify, reverse, or affirm the decision of the Chief Academic Officer, at the discretion of the Superintendent.

The school counselor and the principal or his designee, upon receipt of a complaint about a student's grade(s), or upon discovery of information which raises questions about whether a grade is erroneous or is demonstrably inconsistent with a teacher's grading policy, shall meet with the teacher to review the complaint and/or issues regarding a student's grade(s). Neither the school counselor nor the principal or his designee shall attempt to influence, alter, or otherwise affect the grade(s) received by the student from his or her teacher, but the principal or his designee after meeting with the teacher shall explain to the teacher his/her determination of whether there is an error in the grade(s) and/or whether the grade(s) is demonstrably inconsistent with the teacher's grading policy.

If the issues regarding the student's grade(s) are not resolved to the satisfaction of both the principal/designee and the teacher, the matter will be referred to a review committee composed of the appropriate administrative director, the school principal, and either a consultant, director, or specialist from Curriculum and Instruction appointed by the Chief Academic Officer. The review committee may interview teachers, students, parents, and other individuals regarding the issue, and may review documents, including but not limited to student work samples, teacher grade books, and any other materials the review committee deems pertinent to the issues presented. The review committee shall report its findings to the Chief

notify the teacher, principal, and appropriate administrative director of his determination.

Unless the grade issue(s) is resolved prior to publication of the grade(s) in question, parents of the student whose grade(s) is at issue will be notified that the student's grade(s) is under review and that a determination regarding the grade(s) will be sent to them, in writing. If a parent or student has filed a complaint about the student's grade(s), or if notice of grade review has been sent, the school principal shall notify the parents and student of the final outcome of the grade review.

The review of a grade complaint/issue shall be completed within 14 days from date of first receipt by the principal of information which raises questions about a student's grade(s) or receipt of a grade(s) complaint.

B. LEAs shall use the following uniform grading scale for students enrolled in all grades.

In K-12, letter grades are used. LEAs may use other grading scales for honors, gifted, Advanced Placement, Dual Enrollment, International Baccalaureate or other types of courses for which special grading policies exist. (Bulletin 741 §2302)

Grading Scale for Regular Courses	
Grade	**Percentage**
A	100-93
B	92-85
C	84-75
D	74-67
F	66-0

Kindergarten - Grade 12

Grades shall be determined and reported in accordance with the procedures set forth herein and in the Calcasieu Parish Pupil Progression Plan. No teacher may have a grading policy which is inconsistent with the Grading Policy or the Pupil Progression Plan of the Calcasieu Parish School Board, and every teacher's grading policy is deemed to have incorporated therein the provisions of the Calcasieu Parish School Board's Grading Policy and the provisions of the Calcasieu Parish School Board's Pupil Progression Plan with respect to grades.

At the beginning of each school year, all teachers will be provided in-service training regarding their responsibilities for assessing and facilitating student academic growth, appropriate assessment practices, determining and reporting grades according to Calcasieu Parish School Board policies, the Calcasieu Parish School Board's Pupil Progression Plan, and what is expected of teachers when the

than the beginning of the school year must attend training conducted by their individual school's Leadership Team regarding their responsibilities noted above.

Principals/Designees must review the grades of all of their schools' students reported during each grading period. Principals may require teachers to develop RTI action plans for students who are receiving failing grades, whose performance is inadequate, or who demonstrate a lack of response or motivation regarding grades. Principals may also review teachers' grade books, lesson plans, and assessments of teachers made during observations to ensure teachers are fulfilling the requirements of their job descriptions in Plan A for Personnel Evaluation, particularly with respect to Subsection D of requirements regarding INSTRUCTION.

Purpose

Assessment and grading are an integral part of the educational process to improve student learning. The primary purpose of assessment, both formative and summative, is to plan for instruction and measure the degree of student mastery of established standards. Assessment and grading provide students, teachers, and parents/guardians with information that can be used to encourage student growth and progress. Information provided by assessments enables administrators and teachers to evaluate the effectiveness of curricular, instructional and assessment practices and programs.

Guiding Principles

- Assessment shall take into consideration the ability, aptitude, cultural and other characteristics of the student.
- An assessment program must help teachers become skilled at using challenging assessments linked to established standards as a regular part of their teaching.
- Assessment data should be used to create an instructional focus for the class and for individual students, including those students with special needs.
- Important decisions about students, such as promotion, must depend on multiple factors, never a single test. Exception: State Mandated High Stakes Testing
- No single assessment or assessment type provides a complete picture of what students know and can do; therefore, district assessments will provide information about student knowledge and skills through a variety of indicators of student achievement.
- Assessment must be aligned with established standards, curriculum, and instruction.
- Assessment results must be clear, consistent, provided in a timely manner, and used to help improve student achievement and classroom instruction.

The Assessment Process

All grades shall be derived from quality assessments aligned with the Louisiana Student Standards. Students shall have multiple opportunities to demonstrate mastery of identified skills.

per nine week period with the following exception:

- In **Kindergarten,** during the **first nine week period**, students will be evaluated using a skills checklist aligned with the standards to be taught during the first weeks of school. This will allow for those nine weeks to be used as a transition period. The remainder of the reporting periods (2^{nd}-4^{th}) should have a minimum of 9 and a maximum of 12 grades in each subject.

In grades 6-8, there shall be a minimum of 9 graded items in each subject area per nine week period. Teachers will use summative assessments AFTER adequate use of formative assessments. The summative assessments will be given approximately one time per week.
Middle school grades cannot be weighted, doubled, or used punitively.

In grades 9 – 12, there shall be a minimum of 15 graded items in each subject area per nine week period. High school grades cannot be weighted, doubled, or used punitively.

High School AP and Dual Enrollment Course Grading Scale

100% - 90% = A
89% - 80% = B
79% - 70% = C
69% - 60% = D
59% and below = F

9 Weeks and Final Grades

Nine Weeks Grade - To determine the student's nine weeks' grade, the student's individual assignment grades that are recorded in the teacher's grade book should be averaged and rounded off to the nearest hundredth. The numerical average will then be converted to a letter grade.

Final Grade - The Final Grade will be determined by averaging the students' nine weeks letter grades. The following grading range should be used:

4.00 – 3.50 = A = 4 Quality Points
3.49 – 2.50 = B = 3 Quality Points
2.49 – 1.50 = C = 2 Quality Points
1.49 – 1.00 = D = 1 Quality Point
Below 1.00 = F = 0 Quality Point

Advanced Placement and Dual Enrollment courses will be weighted in the following manner:

Average Grade		Quality Points
100-90	A	5 points
89-80	B	4 points
79-70	C	3 points
69-60	D	2 points
59- 0	F	0 points

- Principals and students will follow guidelines as prescribed in section 2121 of Bulletin 741.
- Advanced Placement exams must be paid for by the first 35 school days. Students that fail to pay for their Advanced Placement Exams by this set deadline will be removed from the Advanced Placement classes in which the exam fee was not paid.
- CPSB expects a student enrolled in an AP course to take the AP exam as a condition of successful completion of AP courses unless a serious financial, medical emergency or other critical issue arises to prevent the AP student from taking the exam.
- All students enrolled in AP Courses will receive a 5 quality point grading system and a 10 point grading scale.
- Advanced Placement courses are not provided for students while on Homebound Instruction. If a student enters into the Homebound Program and is currently in Advanced Placement classes, the student must be transferred to non-AP classes and remains in the non – AP classes until the academic year ends.
- Procedures established by the College Board must be followed.

Progress Reports

Students in grades K-12 will receive a progress report at the end of 3 weeks and at the end of 6 weeks of each nine-week grading period. Progress reports are used to inform students/parents about both satisfactory and unsatisfactory progress in a subject, in conduct, or both. It is imperative that parents be contacted at any time the student is in danger of failing or if there is a significant drop in grades.

Documentation of Grades

The teacher's grade book is the OFFICIAL LEGAL document and must be maintained correctly. The electronic grade book is preserved each year. Hard copies are NOT required—EXCEPT FOR SPECIAL EDUCATION CLASSES. If you need a hard copy for auditors or legal reasons you can print the course grade book to a printer. If the course was in a different year, there is a YEAR field that can be changed. However, all grades from previous years are read-only. Changes cannot be made once the year is complete.

Failure to Maintain

If a student fails the 3rd and 4th marking periods but has obtained sufficient points to pass a course from the 1st and 2nd marking periods, he/she can still fail a course. The decision to fail a student based on failing grades in the 3rd and 4th marking periods can only be made under certain conditions: 1.The teacher must have documentation of conferences with the parent during the 3rd and 4th marking periods. 2. An SBLC committee must reach a unanimous decision for the student to fail the course; the school administrator or his/her designee must be part of the SBLC committee*. 3. Documentation of the SBLC committee meeting (items covered, members in attendance) and its decision must be placed in the student's cumulative folder.

*For purposes of the policies outlined in this document, the IEP team for the student will replace the SBLC.

Standardized summative assessments (i.e. ACT, EAGLE Assessments, Scantron, and State Department of Education End of Course Exams, LEAP 360) shall be administered in keeping with State and District policy. The administration of these assessments is in line with the district's Student Learning Target focus on full year, high stakes assessments. While these assessments shall not be used as a summative grade (for correctness) during any marking period, formative grades (for completion, effort, and improvement towards meeting goals) may be awarded. Bonus points may also be awarded when students achieve established goals as measured by these assessments. Bonus points should be awarded within the marking period in which the assessment was administered. Bonus points shall not impact grades within any given marking period beyond 10 points of the total grade for the marking period. Under no circumstance may a standardized summative assessment (other than mandated End of Course tests) be used to lower a student's grade in any marking period. School plans for bonus points and formative assessments are subject to review and approval at the district level.

Grading Regarding Absences (Elementary and Middle)

A student who is absent five (5) or more days in any nine-week period shall receive an "I" at the end of 3 weeks, 6 weeks, **and** each nine-week grading period. The student can make up the work during the **next** Nine Week Period. If he/she fails to do so, the Incomplete Grade (I) automatically becomes an "F." It is the responsibility of the teacher to inform the student of the deadline for any makeup work.
If a student is absent **less** than five (5) days, the student should be given a reasonable amount of time to complete the assignments. A reasonable amount of time will be determined through the collaborative efforts of the principal, counselor, teacher, parent, and student.

Additional Grading Guidelines 9-12

Number of Assessments per nine-week period

A. A minimum of 15 grades will be required during each 9-week marking period.
B. No single summative assessment may count for more than 20 percent of the final marking period grade.
C. High School grades cannot be weighed. The numerical value of a grade determines its weight.
D. High Schools will continue to strive for a balanced use of formative and summative assessments.

- Both formative and summative assessments should be applied in a consistent and fair manner for each marking period. Teachers should strive to have 40% formative assessments and 60% summative assessments during each nine week period.

- Summative grades are typically graded for correctness. Summative assessments are assessments *of* learning and should take place *after* the learning has taken place. Examples of summative grades include quizzes, chapter tests, other tests, essays, labs, research papers, presentations, and projects.

Formative assessments should be assessments *for* learning and should take place *while* learning is taking place. Examples of formative assessments include quizzes (not for correctness, but to gauge student's understanding), homework, warm-ups, pre-tests, exit tickets/surveys, cooperative learning activities and notebook checks.

Marking Periods/Grade Computation

Teachers are instructed to average the numerical grades to arrive at a percentage grade for the marking period. The percentage grade for the marking period shall be computed to tenths and rounded to the nearest whole number (0.5-0.9 rounds up). The numerical grade shall be converted to a letter grade for report card purposes using the following scale: A=100-93, B=92-85, C=84-75, D=74-67 and F=66 and below. (For Advanced Placement (AP) and Dual Enrollment courses the following scale shall be used: A=100-90, B=89-80, C=79-70, D=69-60 and F=59 and below.

English Learners (ELs) Modifications and Grading

Teachers should utilize Sheltered Instruction teaching strategies, which may include adjusting the language demands of a lesson, modifying speech rate, using context clues, extensive modeling, relating instruction to student experience, adapting the language of texts or tasks, or using other methods to promote language and content acquisition (i.e. demonstrations, visuals, graphic organizers, or cooperative work) to make academic instruction more accessible to students of different English proficiency levels.

Elementary and Middle School

ELs who cannot comprehend the language of instruction should not be assigned failing grades in the content area subjects. The student should be assigned grades based on cooperation, effort, and participation in class work to the degree that his English language proficiency allows. A description may be added behind such grades (for example: "B* modified" on tests and report cards, but "B LEP" in cumulative folders).
Students should still be expected to:

- Pay attention in class
- Follow directions
- Bring required materials
- Participate in class activities
- Show progress

Secondary

Evaluations should be based on students' English proficiency level and the established state standards should be used in the design of instruction and assessment.

If accommodations are not provided to an EL, a failing grade is not to be assigned because this would violate the student's right to an equal education. Performance assessment and an assessment portfolio can be used as documentation for assigning a grade.

Grading Policies for Grades/Courses for Which Letter Grades Are Not Used

Elementary

When grading the student's individual assignments, the state grading scale (above) should be used. The letter grade for the individual assignments should be recorded in the teacher's electronic grade book. Grades in the teacher's grade book will be used to arrive at the appropriate evaluation. All subjects will be marked A, B, C, D or F with the following exceptions:

Grades K – 2

Social Living (Science/Social Studies), World Languages, Handwriting, Health & Physical Education, Fine Arts and Conduct will be evaluated using the following scale to determine student performance:

O-Outstanding
S-Satisfactory
N-Not Satisfactory

Grades 3 – 5

Handwriting, Health & Physical Education, Fine Arts, World Languages, and Conduct will be evaluated using the following scale to determine student performance:

O-Outstanding
S-Satisfactory
N-Not Satisfactory

Grading Policy for End-of-Course (EOC)/LEAP 2025 Tests

Courses with mandated End of Course exams will count these tests as 20% of the student's final course average with each of the other 9 week grading periods also counting as 20% of the final course average. The final course grade will be an average of letter grades awarded each nine weeks and the letter grade awarded on the EOC exam. The letter grade on the EOC will be determined by the official conversion chart provided by LA DOE. If a student does not take an EOC for medical reasons, then the final grade will be averaged with the four nine weeks grades.

Adding, Dropping and Repeating Courses

All adds/drops should be done during the first 10 school days.

Beginning with the 11th school day, all courses on the schedule will count as a course pursued and will be added to the student's transcript.

Courses may be dropped for ½ credits at midterm (prior to the start of the 3rd marking period). Courses for ½ credit added at midterm may be dropped during the first 10 days of the 2nd semester.

Students will not be allowed to repeat courses for a higher grade.

Principals may award credit in one-half unit increments to a student enrolled in a full credit course, provided the student has achieved a passing grade and has met attendance requirements within a given semester (i.e. attained both academic success at 67% or higher and a minimum rate of 94% attendance during the semester). The minimum credit that can be earned in a Trades and Industry course is one credit unless approved by the state.

HIGH SCHOOL CREDIT FOR MIDDLE SCHOOL STUDENTS

DETERMINING ELIGIBILITY FOR HIGH SCHOOL CREDITS

Middle school students who intend to take Algebra I for Carnegie credit must demonstrate mastery of the eighth grade standards of mathematics by:

- successfully completing an accelerated sixth and an accelerated seventh grade course which addresses the middle school standards in mathematics
- and receive the SBLC recommendation based on the student's historical assessment profile to include (but not limited to) the student's grade point average of "B" or higher, Grade 6 LEAP scaled score, Grade 7 LEAP scaled score, and LEAP 360 Interim scores.*

*For purposes of the policies outlined in this document, the IEP team for the student will replace the SBLC.

EARNING A CARNEGIE UNIT CREDIT

Middle school students may earn a Carnegie unit credit by

- Passing a course in which the student is enrolled
- Meeting instructional time requirements
- Meeting bulletin 741 section 2314, Carnegie Credit and Flexibility policy

Students' transcripts will reflect the final grade based on the four marking periods and the EOC/LEAP 2025 score.

GRADING

- Courses taken for Carnegie credit in Calcasieu Parish schools by a middle school student shall be graded in accordance with the high school grading policy.
- Credits will be awarded immediately upon enrollment in the 9th grade at a state approved high school.
- The course title, year taken, grade, and unit of credit earned shall be entered on the Certificate of High School Credits (transcript).
- The transcript will show grades for courses earned in middle school and high school. A grade of a "P" will only be used when the credit was obtained out of parish/state and reasonable efforts have been made by the school to obtain a grade.
- Once a course credit has been earned on the middle school level, the course in which credit has been awarded will not be offered to the student on the high school campus.
- Middle School students will be allowed to transfer to an 8th grade course from the high school credit course at the end of the second 9 weeks grading period based on their performance in the course.
- Requests for transfers from a high school course to an eighth grade course will not be allowed after mid-semester unless approved by the Superintendent or his designee.

Credits for All Middle School Students

- Middle school students taking high school courses for Carnegie credit shall be held to the same grading and assessment standards as High School students.
- Algebra I—The Algebra I credit will be awarded to students who score Advanced, Mastery, or Basic as defined by LDOE on the LEAP 2025 exam.
- Foreign Language—Students must have completed two levels of the same language in middle school to be placed in the course. French I or Spanish I credit will only be awarded to students that pass the end-of-the year exam and have a final average of a B or above in the course.
- IBCA–8th grade
- Journey to Careers – 7th or 8th grade
- Fine Arts Survey (cannot be substituted) – 7th or 8th grade
- FACS I – 8th grade
- Speech I- 7th or 8th grade

Special Programs with High School Credits for Middle School

These credits can **only** be offered to students enrolled in the "University Track Programs" offered at F. K. White Middle School TELC, Ray D. Molo Magnet Middle School M3, and Oak Park Middle School NEST.

- English I
    - The English I credit will be awarded to students who score Advanced, Mastery, or Basic as defined by LDOE on the LEAP 2025 exam.
- Environmental Science or Earth Science (Students must pass a pre-test for placement in this course.)
- Health – 7th or 8th grade

These students housed in a "school within a school" will feed into Washington-Marion and LaGrange's University Programs.

ATTENDANCE POLICY FOR CARNEGIE CREDIT

A. Carnegie credit by middle school and high school students may be earned in one of two ways as determined by the school district:

   1. By passing a course in which the student is enrolled and meeting instructional time requirements, as set forth below; or

   2. By demonstrating proficiency as determined by the District in accordance with LDOE Bulletin 741 policy

B. When awarding credit based on instructional time, LEAs shall require a minimum of 7,965 minutes for one Carnegie credit. In order to grant one-half Carnegie credit, LEAs shall require a minimum of 3,983 minutes.

C. Schools are required by law to provide 69,120 minutes of instructional time during the school year. BESE policy permits school leaders to adjust the length of the school day and the number of days in the school year as needed in order to meet this requirement.

HONOR GRADUATE POLICY

The Honors GPA calculation is based on the 5.0 GPA.

A. Honors GPA Positions

1. Summa Cum Laude 3.90-4.00+ G. P. A.
2. Magna Cum Laude 3.70-3.89 G. P. A.
3. Cum Laude 3.50-3.69 G. P. A.

B. Graduation Index Requirement

Students must earn at least 110 points in the graduation index/strength of diploma.

WORLD LANGUAGES

Elementary Immersion Pathway
The designated subject areas for World Languages in the French or Spanish elementary immersion pathways, grades Kindergarten through five, include science, social studies, mathematics and French or Spanish language. Entrance into the immersion pathway is based on various criteria, which may include the scores from a screening instrument, for students entering kindergarten. All elementary immersion pathways (Kindergarten through five) must have a minimum 60% of daily instruction in the immersion language to meet state immersion certification criteria.

Two-Way Immersion Pathway
Students develop high levels of speaking, reading, writing, and listening in English and in Spanish. Ideally, Two-way Immersion classes are comprised of an equal balance of native English-speaking students and native Spanish-speaking students. Native speakers of each language serve as peer models of the language. The program goals are to provide students with bilingualism, biliteracy, and cross-cultural competence.

Elementary Second Language Programs
All elementary second language programs must have a minimum of 30 minutes per day of target language instruction as required by Bulletin 741. Second Language classes are *highly* recommended for all academically able students in fourth and fifth grade.

Middle School Immersion Pathway
The designated subject areas for World Languages in the middle school French or Spanish immersion programs, grades six through eight, include social studies, science and French or Spanish language arts. All middle immersion language pathways must offer at least three subjects in the target language, *i.e.* French or Spanish language class, social studies and science for a minimum 40% of daily instruction in the immersion language. A Carnegie unit for French I or Spanish I will be awarded upon completion of the 7th grade and reflect the grade earned in the 7th grade foreign language course. A French II or Spanish II Carnegie unit will be awarded upon completion of the 8th grade and reflect the grade earned in the eighth grade foreign language course.

Middle School Second Language Programs
All academically able 6th-8th grade students are recommended to enter the foreign language beginner's level course, French Intro or Spanish Intro; no foreign language background is required. Students that successfully complete the beginning Intro level course may enroll in the (a) level course of that same language. After successful completion of both levels (Intro) and (a), students are eligible to enroll in the level (b) course of that language with the potential to earn a Carnegie unit in French I or Spanish I. The transcript will reflect the final grade earned in the level (b)/8th grade foreign language course. Level (a) and (b) courses must have a minimum of 150 minutes per week of target language instruction.

High School Immersion Pathway

The designated subject areas for world languages in the high school French or Spanish immersion pathway, grades nine through twelve, include French or Spanish language arts, Levels III, IV, V, and VI for at least 50 minutes per day. Entry into the French or Spanish immersion pathway is under the direction of the World Languages Consultant.

HIGH SCHOOL SUPPLEMENTAL PROGRAMS

The following criteria are applicable to high school supplemental programs:

- May only be utilized only by students currently enrolled in a Calcasieu Parish public high school.
- The program is not to be used as a means of attaining Carnegie unit credit for coursework pursued through home-school, non-accredited schools, or any other non-approved Carnegie unit instruction.
- It is not designed to shorten the student's school day or school year at the primary school of enrollment, enhance a student's G.P.A., facilitate early graduation, enhance scholarship opportunity, and meet college entrance requirements or to acquire athletic/extracurricular eligibility.
- Credit Recovery, Grade Recovery, Repeated Credits, and Seat Time are opportunities for students to graduate on time. Students must meet the district requirements and timelines to be eligible for these opportunities. Some costs may be tied to these opportunities.

Correspondence Courses

- For students to obtain Carnegie unit credit for courses from correspondence vendors outside of CPSB, district approval from the Director of High Schools must be granted.
- Students shall be allowed to enroll in district correspondence courses for local Carnegie unit credit only through prior approval from the Director of High Schools.
- Credits for End of Course/LEAP 2025 and Jumpstart credentialing courses will not be accepted when taken in the summer.

Calcasieu Parish School Board
BUILDING FOUNDATIONS FOR THE FUTURE
Karl Bruchhaus, Superintendent

RESOLUTION

BE IT RESOLVED, that the following millage(s) are hereby levied on the 2019 tax roll on all property subject to taxation by Calcasieu Parish School Board:

	Millage Key #	2019 Millages
General Fund (Parishwide)		
Constitutional Tax (Total 5.13 Mills)	1028 085	5.13 Mills
Special School Maintenance & Operations Taxes (Total 12.10 Mills)		
Maintenance #1	1028 086	8.76 Mills
Maintenance #2	1028 087	3.34 Mills
Bond Sinking Funds		
School District No. 21 (DeQuincy - Total 16.15 Mills)		
Bond	1028 088	16.15 Mills
School District No. 23 (Westlake/Maplewood - Total 14.35 Mills)		
Bond	1028 092	5.03 Mills
Bond	1028 145	3.43 Mills
Bond	TBD	5.62 Mills
School District No. 24 (Starks - Total 8.00 Mills)		
Bond	1028 148	8.00 Mills
School District No. 25 (Iowa/LeBleu - Total 32.00 Mills)		
Bond	1028 094	12.27 Mills
Bond	1028 149	19.73 Mills
School District No. 26 (Vinton - Total 24.50 Mills)		
Bond	1028 150	9.47 Mills
Bond	1028 098	4.56 Mills
Bond	1028 151	10.47 Mills
School District No. 28 (Bell City - Total 7.75 Mills)		
Bond	1028 142	7.75 Mills
School District No. 30 (Sulphur - Total 9.90 Mills)		
Bond	1028 154	2.05 Mills
Bond	1028 144	6.44 Mills
Bond	1028 153	0.47 Mills
Bond	1028 152	0.94 Mills
School District No. 31 (North Lake Charles - Total 42.10 Mills)		
Bond	1028 108	16.06 Mills
Bond	1028 061	10.69 Mills
Bond	TBD	15.35 Mills
School District No. 33 (Southeast Lake Charles - Total 12.40 Mills)		
Bond	1028 129	12.40 Mills
School District No. 34 (Southwest Lake Charles - Total 4.10 Mills)		
Bond	1028 130	3.89 Mills
Bond	1028 131	0.21 Mills

School District No. 28 (Bell City - Total 9.66 Mills)

Maintenance	1028 128	9.66 Mills

BE IT FURTHER RESOLVED that the proper administrative officials of the Parish of Calcasieu, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2019, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

The foregoing resolution was read in full, the roll was called on the adoption thereof, and the resolution was adopted by the following votes:

YEAS:
NAYS:
ABSTAINED:
ABSENT:

CERTIFICATE

I hereby certify that the foregoing is a true and exact copy of the resolution adopted at the board meeting held on July 9, 2019, at which meeting a quorum was present and voting.

Lake Charles, Louisiana, this 9th day of July, 2019.

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 33; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 33 OF NOT EXCEEDING $3,350,000 OF GENERAL OBLIGATION PUBLIC SCHOOL REFUNDING BONDS IN ONE OR MORE SERIES; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 33 of Calcasieu Parish, Louisiana (the "Issuer"), after examining available data, has determined that there is substantial need within the Issuer for refunding certain outstanding General Obligation Public School Refunding Bonds by the Issuer, in accordance with the provisions of Section 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation public school refunding bonds of the Issuer will assist in alleviating such need;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, the governing authority of School District No. 33 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. The statements of fact expressly contained within the preamble to this Resolution have been specifically reviewed by the Issuer's Board of Commissioners and are found to be factually true and correct and are made resolutions of the District.

SECTION 2. School District No. 33 of Calcasieu Parish, Louisiana is hereby authorized to proceed with refunding of the callable maturities of the Issuer's outstanding General Obligation Refunding Bonds, 2010 Series, dated April 19, 2010 on original issue, consisting of those bonds maturing February 15, 2020 through February 15, 2025, involving the proposed issuance by School District No. 33 of not exceeding $3,350,000 General Obligation Public School Refunding Bonds, Series 2019, taxable or tax-exempt, in one or more series, to mature not later than February 15, 2025, at a rate or rates not exceeding 5.00% per annum.