

AGENDA
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET
LAKE CHARLES, LOUISIANA
Tuesday, June 12, 2018

1. **Prayer/Pledge of Allegiance** – Annette Ballard
2. **Roll Call**
3. **Approval of Minutes**
 - A. May 8, 2018
4. **Presentations**
 - A. Presentation of Accelerated Reader students/Helen Curol, Library Consultant
 - B. Presentation of Perfect Attendance students/Keith LeLeux, Director, CWA
 - C. Introduction of Elementary Teacher of the Year/Stefanie Self, Westwood Elementary
 - D. Introduction of Kevin Melton, Chenault Executive Director/Charles Dalgleish, President, Chenault Board of Commissioners
 - E. Penny Haxthausen, Prosecutor's Early Intervention Program
5. **Superintendent's Report**
6. **Executive Session**

(None)
7. **Committee Reports**
 - A. Budget Committee/May 15, 2018/Damon Hardesty, *Chair*
 - B. C&I Committee/May 15, 2018/Annette Ballard, *Chair*
8. **Take Appropriate Action**
 - A. Approval of Resolution for Industrial Tax Exemption/Southside Machine Works, LLC
 - B. Approval of COLA Grant application/Head Start Program
 - C. Approval to enter into I-210 bridge incentive agreement with gaming funds
 - D. Approval of 2018-2019 Liability and Property Insurance Proposal

9. Bid Reports

- A. Ralph Wilson Elementary School/Roofing Renovation/SD #31 Bond Funds
- B. Pearl Watson Elementary School/Roofing Renovation/SD #31 Bond Funds
- C. New Gym and Band Hall Building/Sam Houston High School/ Sales Tax District #3
- D. Phase 1 Roofing Replacement/Washington-Marion High School/SD#31 Bond Funds
- E. Bid 2019-08 Food & Supplies/Food Services Department/Food Service Funds
- F. Bid 2019-20 Gasoline & Diesel Fuel/General Funds

10. Permission to Advertise

- A. Phase 2 – New Classroom Building and Exterior Improvements/Molo Middle School/ SD #31 Bond Funds
- B. Phase 2 – Additions and Exterior Improvements/J.D. Clifton Elementary/ SD#31 Bond Funds
- C. Phase 2 – Paved Parking, Mechanical and Front Fence/Washington-Marion High School/ SD #31 Bond Funds
- D. Phase 2 – Multipurpose-Gym Facility/Combre-Fondel Elementary School/ SD #31 Bond Funds
- E. CPSB representative for Chennault Board of Commissioners (East Calcasieu)
- F. CPSB representative for Chennault Board of Commissioners (West Calcasieu)

11. Correspondence

- A. Beneficial Occupancy for Project Classroom Pods – Phase X – College Street T&I, Champeaux, Evans, Hotard, Architects; Miller & Associates, Contractor.
- B. Change Order Number One (1) for the Project, “College Street Vocational Center, Welding Shop Upgrades,” Project #2018-09PC; Brossett Architect, LLC, Designer; Seth Priola Construction, Inc., Contractor; *Increase* of \$9,705.00 and *Increase* of seven (7) days.
- C. Change Order Number Two (2) for the Project, “College Street Vocational Center, Plumbing/Electric Shop Upgrades,” Project #2018-08PC; Brossett Architect, LLC, Designer; Sam Istre Construction, Inc., Contractor; *Increase* of \$4,456.00 and *Increase* of seven (7) days.
- D. Change Order Number Two (2) for the Project, “DeQuincy High School Press Box,” Project #2017-07PC; Champeaux, Evans, Hotard, APAC, Designer; John D. Myers Associates, Inc., Contractor; *Increase* of \$6,061.00 and *Increase* of forty-three (43) days.
- E. Recommendation of Acceptance for the Project, CPSB Project #2017-07PC, DeQuincy High School Press Box
- F. Recommendation of Acceptance for the Project, CPSB Project #2018-08PC, College Street Vocational Center Plumbing/Electrical Shop Upgrades
- G. Change Order Number One (1) for the Project, “Limestone Stacking Drive at Nelson Elementary School, Project #2017-12PC, Champeaux, Evans, Hotard, Architects, Designer; Merrick, LLC, Contractor; *Increase* of \$109,452.29 **OR** *Increase* of \$138,014.01 **(Depending on Option 1 or Option 2.)** (Funding from

\$50 million
allocation)

12. Condolences/Recognitions

13. Schedule Committees

A&P Committee.....June 26, 2018, 5:00 p.m.

14. Adjourn Meeting

MAY 8, 2018

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, May 8, 2018, at 5:00 p.m.

The meeting was called to order by Mack Dellafosse, President. The prayer was led by Alvin Smith. The Pledge of Allegiance was led by Ron Hayes.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: Glenda Gay, Dean Roberts, Fred Hardy, Annette Ballard, Ron Hayes, Mack Dellafosse, Damon Hardesty, John Duhon, Russell Castille, Wayne Williams, Alvin Smith, Chad Guidry, and Aaron Natali.

Mr. Tarver and Mr. Breaux were absent.

Mr. Dellafosse announced that Mr. Tarver was absent due to the recent birth of twins, a son and a daughter.

APPROVAL OF MINUTES

Mr. Hardy, with a second by Mr. Hardesty, offered a motion to approve the Minutes of March 13, 2018. The motion carried on a unanimous vote.

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. Board Members have received the April school population report.
2. All Board Members have received the April Head Start Report.

Program Governance

Policy Council meeting was held on April 23, 2018. The following items were approved:

March 19th Policy Council Minutes

March's Director's Report

March's Attendance Report

March's Financial Report

Governance Policy

2018-2019 Head Start Continuation Grant was submitted to the Office of Head Start.

Staff attended Head Start Program Planning and Data Symposium

Program Operations

Enrollment – 425 (Slots are available due to lack of eligible applicants at this time.)

3. An update on our Pre-Kindergarten Tuition-based programs: 86 out of 1,313 applicants indicated that they were interested in paying tuition for the 2018-2019 school year. After reviewing the data, it has been determined that we will have a tuition-based class at W.T. Henning and A.A. Nelson due to the highest interest being at those sites. Applicants have been emailed regarding this determination. The lottery to determine who will be selected for these classes will take place on June 8th.

4. I would like to report our current sales tax numbers for our general fund which show April, 2018, collections at \$8,122,833 or 76.4 % above budget for the tenth month of the 2017-2018 year.

Collections are \$1,817,874 or 10.7 % above collections for the same month last year.

Collections for the 2017-2018 year after ten months are \$48,469,402 or 39.2 % over budget and \$40,541,882 or 30.8 % over the same time period last year.

5. Just a final reminder to all Board Members that your Louisiana Ethics Administration Annual Financial Disclosure Statement for 2017 is due May 15, 2018.

6. Please remember National Teacher Day is today, May 8, and we are celebrating our teachers all week during Teacher Appreciation Week.

7. I would like to introduce a group visiting tonight, Mr. Ronald Blanchard and students involved with the Impact Group. Derrick Williams spoke, representing the group.

8. Also, introducing Dr. Marcus Jackson, the new R3 Zone Director. He will begin work with CPSB on May 21.

PRESENTATIONS

A. LaGrange University students, winners of Seed Center Entrepreneur Contest/Adrian Wallace, Seed Center

Malek Ellis, Alex Brown

B. 2017-2018 Calcasieu Parish Students of the Year/Matt Rion/ College Programs Administrator

Elementary Division Winner: Gillian Myers, Vincent Settlement Elementary
Elementary Division Runner Up: Emma Vinson, T.S. Cooley Elementary
Middle School Division Winner: Braden Veuleman, Iowa Middle
Middle School Division Runner Up: Lauren Rigmaiden, F.K. White Middle
High School Division Winner: Kaylee Cornier, Iowa High
High School Division Runner Up: McKenzie Peshoff, Barbe High

C. 2017-2018 Calcasieu Parish Teachers of the Year/Matt Rion/College Programs Administrator

Stefanie Self, Westwood Elementary
Lauren Cesar, Iowa Middle
Shiv Kumar, LaGrange High

D. 2017-2018 Calcasieu Parish Principals of the Year/Matt Rion/College Programs Administrator

Beth Flanagan, Western Heights Elementary
Owen Clanton, F.K. White Middle
Jason VanMetre, Westlake High

E. 2017-2018 Calcasieu Parish Counselors of the Year/Tony McCardle/Director, Career and Technical Education

Elementary School Division:
Christy Blalock, Prien Lake Elementary – Winner
Angela Celestine, J.D. Clifton Elementary
Kim DeVillier, Henry Heights Elementary

Middle School Division:
Cassandra Austin, S.J. Welsh Middle – Winner

High School Division:
Leslie Lee, Sulphur High - Winner and Calcasieu Parish School Board Overall Winner
Wendy Bernard, Washington-Marion High

F. Presentation of Nationally Board Certified Teachers/Tommy Campbell/CAO

Kathy Bonsall, Sulphur High
Julie Dallas, Sulphur High
Kathryn Engel, Vinton Middle
Beth Ferguson, Dolby Elementary
Elizabeth Hooper, R.W. Vincent Elementary
Angela Kiser, Tech Training Center

Gwen Langley, Dequincy Primary
Saberly O'Quain, Maplewood Middle
Ruthie Paris, Moss Bluff Elementary
Lisa Stagg, Special Services
Angela Whitman, Vinton Elementary
Barbara Yancey, LCB Academy
Dixie Yorks, Special Services
Marie-Nicole Zahm, Middle School C&I

TAKE APPROPRIATE ACTION

Mr. Dellafosse read the following items:

(Items A-F are available for viewing at 3310 Broad Street, at the end of this document, and as part of the official Minutes at www.cpsb.org)

A. Approval of Resolution to employ special counsel regarding opioid epidemic class action litigation (*Draft subject to attorney approval*)

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

B. Approval of lease and recreational use agreement with Louisiana Department of Wildlife and Fisheries for Sabine Refuge 16th Section property

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

C. Approval of Summer Feeding Program agreement with Calcasieu Parish Police Jury (*Draft subject to attorney approval*)

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

D. Approval of Summer Food Service Program agreement with City of Lake Charles

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

E. Approval of new Science Resources purchase

Blue card to address the Board: Henning Elementary Principal, Dea Anne Kay

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

F. Approval of non-disturbance agreement with Chennault International Airport Authority and lessee Rampart Completions, LLC

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

BID REPORTS

Mr. Dellafosse read the following items:

A. Bid #2019-01 – Janitorial Supplies/General Funds

BID 2019-01 – JANITORIAL SUPPLIES was opened on March 28, 2018 @ 10 AM

BIDS WERE SENT TO THE FOLLOWING:

- A+ Chemical Co
- Dixie Paper
- Economical Janitorial
- Lake City Supply
- Office Depot
- Sanitary Supply
- Schneider Paper Co
- Unipak

BID RESULTS AS FOLLOWS:

A+ Chemical Co	\$111,796.55
All American Poly	\$ 21,564.72
Economical	\$ 51,530.04
Genesis	\$ 6,933.50
Interboro	\$ 841.84
Pyramid	\$ 4,907.94
Sanitary Supply	\$ 1,726.50
TOTAL	\$209,301.09

THE STAFF RECOMMENDS AWARDING AS INDICATED AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

B .RFP 2019-24 – Staff Uniform Rental & Laundry Service/General Funds

RFP 2019-24 – STAFF UNIFORM RENTAL & LAUNDRY SERVICE

(Maintenance/Transportation Departments) was opened on April 11, 2018 @ 10:00AM

BIDS WERE SENT TO THE FOLLOWING:

- Ace Imagewear
- Aramark
- Cintas
- G&K Services
- Uni-First

BID RESULTS AS FOLLOWS:

	<u>Ace Imagewear</u>	<u>Cintas</u>	<u>Uni-First</u>
Long Sleeve Shirt	\$0.259	\$0.20	\$0.18
Short Sleeve Shirt	\$0.259	\$0.20	\$0.18
Pants	\$0.328	\$0.32	\$0.28
Patch charge	NC	\$1.75	\$2.00

(prices are per change)

The staff recommends awarding to Uni-First as the lowest responsible responsive bidder in the amount of approximately \$11,341.00/year.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

C. Bid #2019-21 – Bulk and Container Oils/General Funds

BID 2019-21 – BULK & CONTAINER OILS was opened on April 24, 2018 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

- Kenworth
- Latch Oil
- Martin Energy
- Reladyne/Pumpelly
- Universal Lubricants

BID RESULTS AS FOLLOWS:

	<u>Breaux</u>	<u>Gaubert</u>	<u>Petrochoice</u>	<u>Reladyne</u>
15W40/gallon	\$7.25	\$8.50	\$7.10	\$ 8.91
5W20/gallon	\$9.34	\$9.75	\$6.98	\$12.47
5W30/gallon	\$9.34	\$9.75	\$6.98	\$12.47
15W40/quart	\$3.20	\$4.66	\$2.55	\$ 2.78
5W20/quart	\$4.00	\$7.09	\$2.44	\$ 3.19
5W30/quart	\$4.00	\$7.09	\$2.44	\$ 3.19

The staff recommends awarding Petrochoice as the lowest responsible responsive bidder.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

D. Bid #2019-17 – Automotive Batteries/General Funds

BID 2019-17 – AUTOMOTIVE BATTERIES was opened on April 24, 2018 @ 11AM

BIDS WERE SENT TO THE FOLLOWING:

- Beaumont Freightliner
- Crow-Burlingame
- Energy Battery
- Interstate Battery
- Wholesale Battery

BID RESULTS AS FOLLOWS:	<u>KENWORTH</u>	<u>OREILLY</u>	<u>WHOLESALE</u>
Group 65 top post	\$ 3,074.50	\$ 4,445.50	\$ 2,500.00
Group 78 side post	\$ 2,989.50	\$ 3,978.00	\$ 2,400.00
Group 31 stud mount	<u>\$17,934.00</u>	<u>\$29,913.00</u>	<u>\$20,700.00</u>
TOTAL	\$23,998.00	\$38,336.50	\$25,600.00

The staff recommends awarding Kenworth as the overall lowest responsible responsive bidder.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

E. Bid #2018 -15 PC -Phase 1 – Roofing Replacement, J.D. Clifton Elementary, SD#31 Bond Funds

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

DATE: May 1, 2018

DESCRIPTION:

Phase 1- Roofing Replacement, J.D. Clifton Elementary

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2018-15PC

DESIGNER: Ellender Architects & Associates, LLC

	BASE BID
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Daughdrill Roofing Co.	No Bid
Ferguson Roofing Co., Inc.	No Bid
Industrial Roofing & Construction , LLC	\$901,680.00
Morcore Roofing, LLC	\$700,000.00
Pat Williams Construction LLC	No Bid
Roofing Solutions , LLC Central Auction House	\$755,300.00
Rycars Construction, LLC	\$738,875.00

The Committee recommends award of the contract to:

Morcore Roofing , LLC

(Base Bid) in the amount of:

Seven Hundred Thoussand and No/100
as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

F. Bid #2018-16PC- Phase 1- Roofing Replacement, R.D. Molo Middle School, SD #31 Bond Funds

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

DATE: May 2, 2018

DESCRIPTION:

Phase 1 - Roofing Replacement, R.D. Molo Middle

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2018-16PC

DESIGNER: Ellender Architects & Assocaites, LLC

MAY 8, 2018

	BASE BID
Daughdrill Roofing Co.	No Bid
E. Cornell Malone Corp.	\$819,710.00
Ferguson Roofing Co., Inc.	No Bid
Industrial Roofing & Construction , LLC	\$1,055,640.00
Morcore Roofing, LLC	\$874,000.00
Pat Williams Construction LLC	No Bid
Roofing Solutions , LLC Central Auction House	\$898,000.00
Rycars Construction, LLC	\$874,235.00

The Committee recommends award of the contract to:

E. Cornell Malone Corp.

(Base Bid) in the amount of:

Eight Hundred Nineteen Thousand Seven Hundred and Ten Dollars & No/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Hayes and seconded by Mr. Duhon, the motion carried.

PERMISSION TO ADVERTISE

Mr. Dellafosse read the following items:

A. Permission to advertise for pizza purchase for schools

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

B. Permission to advertise for Phase 1 Roofing, Washington-Marion High School/District #31 Bond Funds

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

CORRESPONDENCE

Mr. Dellafosse read the following items:

A. Change Order Number One (1) for the Project, “DeQuincy High School Press Box,” Project # 1708; Riverboat Funds; Champeaux, Evans, Hotard, APA, Designer; John. D. Myers Associates, Inc., Contractor; *Increase* of \$3,494.31 and *Increase* of Twenty Three (23) days.

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

B. Change Order Number Ten (10) for the Project, “Classroom Pods, Phase X,” Project #2017-05PC; Riverboat Funds; Champeaux, Evans, Hotard, APAC, Architect; Miller & Associates Dev. Co., Inc., Contractor; *Increase* of \$25,550.39 and *Increase* of Seventeen (17) days.

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

C. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, LeBleu Elementary School

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

D. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, Iowa Middle School

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

E. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, Iowa High School

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

F. Recommendation of Acceptance for Gillis Elementary, Drainage Improvements

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

CONDOLENCE/RECOGNITION

Mr. Hayes asked for a letter of condolence to Dale Bernard at the loss of his son, Barton.

Mr. Castille asked for a letter of condolence to the family of Mrs. Bertha Waite.

Mr. Hardesty asked for a letter of condolence to the family of Josh Moore.

Mr. Dellafosse asked for a letter of condolence to the family of Mr. Royal Eagin, Jr. and the family of Mrs. Julia Bellow.

Mr. Hardy asked for a letter of condolence to the family of Mrs. Gertrude Captain.

SCHEDULE COMMITTEES

- Budget Committee.....May 15, 2018, 5:00 p.m.
- C&I Committee (to follow).....May 15, 2018
- A&P Committee.....June 26, 2018, 5:00 p.m.

ADJOURN MEETING

On a motion to adjourn by Mr. Hardy and a second by Mr.Hayes, the meeting was adjourned at 6:13 p.m.

Mack Dellafosse, President

Karl Bruchhaus, Secretary

Calcasieu Parish School Board

RESOLUTION

WHEREAS, there is on-going litigation over the opioid epidemic across our Nation which includes Calcasieu Parish as an affected area; and

WHEREAS, *La.R.S. 42:263* authorizes the retention of counsel by any school board upon a statement of reasons why such counsel is necessary and upon approval by the Louisiana Attorney General; and,

WHEREAS, to proceed ahead in this litigation it has become necessary for the Calcasieu Parish School Board (hereinafter "CPSB") to retain outside counsel to prosecute and defend their interest in these legal proceedings; and

WHEREAS, to accomplish such, will necessitate the CPSB contracting with outside legal counsel; and

WHEREAS, in an effort to limit the costs of such legal counsel, the CPSB intends on engaging legal counsel on a contingency fee basis, with any fees coming only from any additional revenues which may be generated from this litigation; and

WHEREAS, this litigation involves complex issues of law dealing with Mass Torts on a Nationwide basis and therefore a real necessity exists for the employment of counsel with experience in these fields and it is recognized that the Laborde Earles Law Firm, Hoffoss Devall, and Plauche, Smith & Nieset, have such experience in these matters and therefore the request of employment, by the CPSB, on a contingency basis as hereinafter enumerated, is hereby approved, subject to the approval of the Attorney General of the State of Louisiana in accordance with *La. R.S. 42:263 et. seq.*; and

WHEREAS, the CPSB will benefit from the collection of any funds collected with the assistance of the legal counsel contracted by the CPSB.

NOW THEREFORE BE IT RESOLVED by the CPSB, in a duly called open meeting, it does hereby authorize Karl Bruchhaus, Superintendent of the CPSB to contract with and engage legal representation from the Laborde Earles Law Firm, Hoffoss Devall, and Plauche, Smith & Nieset, as legal counsel for the benefit of the CPSB, on a contingency fee basis, with fees not to exceed 25% of the recovery, unless otherwise set by the court or agreed to and paid by Defendants, plus costs collected for its benefit, in the above referenced potential litigation.

BE IT FURTHER RESOLVED that CPSB be and are hereby authorized to pay said legal fees to the legal counsel contracted by the CPSB to provide legal services in the above referenced matters

prior to or contemporaneously with the disbursal of any funds, interest and penalties to the CPSB.

BE IT FURTHER RESOLVED that the Attorney General of the State of Louisiana approve the appointment of the Laborde Earles Law Firm, Hoffoss Devall, and Plauche, Smith & Nieset, as special counsel to the CPSB in accordance with La. R.S. 42:263 et. seq.

Mack Dellafosse, President – Calcasieu Parish
School Board

This Resolution adopted this ____ day of _____, 2018 in a duly noticed meeting of the Calcasieu Parish School Board at which a quorum was present, by a vote of ____ Yeas, ____ Nays, ____ Absent and ____ Abstained.

ATTESTED TO BY:

NAME:

TITLE:

CONTINGENT FEE AGREEMENT AND POWER OF ATTORNEY

CALCASIEU PARISH SCHOOL BOARD (“Client”) hereby employs and retains **LABORDE EARLES LAW FIRM, HOFFOSS DEVALL, and PLAUCHE, SMITH & NIESET** (herein referred to as “Attorneys”) to represent Client as set forth in this Agreement.

1. SCOPE OF REPRESENTATION

Client hereby engages Attorneys to investigate, evaluate and prosecute all of Client’s available claims for recovery of any monies owed to Client by reason of the acts, omissions, fault, strict liability, and otherwise of the manufacturers, sellers, distributors of opioids and of others who participated in aspects of opioid use and abuse (“the Claims”). Client acknowledges that Client has engaged Attorneys for the sole purposes expressly stated in this Agreement and none other. Client understands Attorneys are not making any representations of any kind to perform any legal services that are not expressly stated in this Agreement.

2. AUTHORITY OF THE ATTORNEYS

Client authorizes Attorneys to take all steps that Attorneys, in the exercise of their professional judgment, deem necessary and proper regarding the investigation, filing, and handling of the Claims, including filing the Claims, hiring expert witnesses, negotiating a settlement, and, if necessary, filing or intervening/participating in a lawsuit or other action. Client authorizes and empowers Attorneys to investigate, institute, and prosecute a claim for the recovery of any and all money damages arising out of the Claims, and to prosecute the Claims to resolution by a settlement or judgment.

3. ATTORNEYS’ FEES

Client understands the Attorneys’ fees will be calculated based on the gross amount of any and all monies obtained after the date Client signs this Agreement relating to the Claims (the “Recovery”). Except as provided in paragraph 9, if there is no Recovery, Client owes Attorneys no Attorneys’ fees. In consideration of the services to be rendered to Client by Attorneys, Client hereby assigns, grants and conveys to Attorneys the following:

25% of any Recovery.

4. ADVANCED EXPENSES

Client understands that Attorneys will advance expenses, which, in the professional judgment of Attorneys, are reasonably necessary for the prosecution of the Claims. Client understands that, if there is a Recovery, advanced expenses will be deducted from Client’s share of the Recovery after the contingent fee is calculated. Except as provided in paragraph 9, if there is no Recovery, Client is not obligated to reimburse advanced expenses. Attorneys agree that the term “expenses” and/or “advanced expenses” means amounts actually paid and/or incurred by Attorneys in the prosecution of the Claims, such as accounting fees, filing

fees, overnight mail, and expert witness fees. Attorneys agree to not include long distance calls, fax fees, or any expense that is part of Attorneys' usual overhead as an advanced expense.

5. ASSOCIATE COUNSEL

Client understands Attorneys are law firms with several lawyers and support staff working on Client's Claims. The Attorneys' fee split disclosed in this paragraph does not affect or increase the Attorneys' fees described in Section 3. Attorneys have assumed joint responsibility for prosecution of Client's Claims. Client agrees that the Attorneys may split fees so long as their actions do not increase the Attorney fees and expenses otherwise owed by Client pursuant to this Agreement. Attorneys shall, prior to distribution of Attorneys' fees, notify Client in writing as to the share of the fee each Attorneys' firm shall receive.

6. DISBURSEMENTS OF PROCEEDS

Client understands that any Recovery shall be deposited in Attorneys' trust account. Attorneys shall disburse proceeds as soon as reasonably practicable after Attorneys receipt of any Recovery. At the time of disbursement Attorneys shall provide Client with a detailed closing statement reflecting the amount of Attorneys' fees and advanced expenses.

7. SETTLEMENT AUTHORITY

No settlement of the Claims shall be made without Client's full knowledge and approval. Client has sole and exclusive authority to accept or reject any settlement amount. Client agrees to carefully review and consider Attorneys' recommendation as to whether to accept or reject any settlement offer. Client agrees to not make a settlement (or offer of settlement) without the prior consent of the Attorneys. Client hereby designates and appoints Attorneys as Client's **sole** negotiator in any such settlement dialogue or discussion.

8. NO GUARANTEE OF RECOVERY

Client acknowledges that Attorneys have made no representation, guarantee or assurance of any kind regarding the likelihood of recovering on the Claims. Attorneys have not represented that Client will recover any damages, compensation or other funds. Client acknowledges the possibility exists that there will be no Recovery on the Claims.

9. TERMINATION

i. Client's Termination. If Client elects to terminate Attorneys' engagement prior to the full conclusion of the Attorneys' prosecution of the Claims, Client understands and agrees Attorneys have and are entitled to file a first lien for the percentage(s) indicated in Section 3 (the "Attorneys' Fee").

ii. Attorneys' Termination. If Attorneys determine, in their sole professional judgment, to terminate this engagement Client shall not be obligated to pay Attorneys' fees or advanced expenses.

iii. **Written Notification Required.** Client and Attorneys mutually agree that cancellation and/or termination of this Agreement must be: (i) in writing; (ii) addressed to the other party at the address indicated on the signature page of this Agreement; and (iii) sent via the USPS or overnight carrier by the party seeking to terminate the Agreement.

10. DISPOSITION OF FILE

Any materials compiled by Attorneys regarding this engagement (the "File") will remain in Attorneys' possession upon the conclusion of the engagement. Client expressly authorizes Attorneys to store the File at an offsite location. Attorneys will cooperate fully in furnishing a copy of the File to any successor attorney Client may engage. Client agrees to submit a written request to obtain any information or materials from the File. Attorneys agree to comply if the request is made within **five (5) years** after the conclusion of the representation. Absent such request, Client acknowledges Attorneys may dispose of the File without any further action or approval by Client.

11. CLIENT REPRESENTATIONS

Client represents it has made sufficient investigation to determine this Agreement is fair, reasonable, and the result of an arm's length negotiation with the Attorneys. Client represents it has revoked all prior agreements, if any, with other attorneys or claims processors of any kind with respect to the Claims. Client represents it has not assigned, sold or transferred any interest in the Claims other than through this Agreement. No modification of this Agreement will be effective unless written and signed by Client and Attorneys.

Client represents it has, before signing this Agreement, received and read it in full and that Attorneys have answered all of Client's questions regarding this Agreement. Client represents that the individual signing this Agreement on behalf of Client has Client's full authority to bind Client.

12. SEVERABILITY

If any part of this Agreement shall for any reason be found unenforceable, Client agrees that all other portions shall remain enforceable.

Client agrees that this Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreements between the parties respecting the subject matter within. Further, any modification of this Agreement will be effective unless written and signed by Client and Attorneys.

13. CLIENT COMMUNICATION.

Attorneys agree to keep Client reasonably informed about the status of the engagement. Client agrees that Attorneys may use e-mail, newsletters, phone calls, faxes, or other forms of

communication for this purpose. Client agrees to keep Attorneys updated with Client's contact information contained on the signature page of this Agreement.

**WE HAVE READ AND UNDERSTAND THIS AGREEMENT
AND AGREE TO ITS TERMS.**

CLIENT SIGNATURES:

**CALCASIEU PARISH SCHOOL
BOARD**

By: _____
Karl Bruchhaus, Superintendent
3310 Broad Street
Lake Charles, Louisiana 70615
Telephone: (337) 217-4000
Facsimile: (337) 217-4051

ATTORNEY SIGNATURES:

LABORDE EARLES LAW FIRM

By: _____
203 Energy Parkway, Building B
Lafayette, Louisiana 70508
Telephone: (337) 777-7777
Facsimile:

HOFFOSS DEVAL

By: _____
517 West College Street
Lake Charles, Louisiana 70605
Telephone: (337) 408-1053
Facsimile: (337) 433-2055

PLAUCHE, SMITH & NIESET

By: _____
1123 Pithon Street
Lake Charles, Louisiana 70601
Telephone: (337) 436-0522
Facsimile: (337) 436-9637

Item 9.B.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CALCASIEU

LEASE AND RECREATIONAL USE AGREEMENT

BE IT KNOWN, that on this _____ day of _____, 2018, CALCASIEU PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana domiciled in the Parish of Calcasieu in said State, herein represented by Mack Dellafosse, its President, duly authorized by resolution of the Board (hereinafter referred to as LESSOR) and the STATE OF LOUISIANA, acting through the LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES, herein represented by Jack Montoucet, Secretary (hereinafter referred to as LESSEE), do hereby make and enter into this Agreement in the following words and figures:

1.

That LESSOR pursuant to La. R.S. 41:640 and other laws has authority to lease and contract with respect to the following described property situated in the Parish of Calcasieu, State of Louisiana, to-wit:

That portion of Section 16, Township 9 South, Range 13 West lying west of Old River, south and east of Cutoff Bayou and east of Sabine River.

All of Section 16, Township 10 South, Range 13 West.

2.

That the LESSOR, in consideration of the benefits, uses and advantages, accruing to LESSOR by reason of the LESSEE establishing and locating a Wildlife Management Area on the above described lands, and by reason of the development, improvement, preservation and

protection of said above described lands in their natural state for the propagation of wild game life at the expense of the LESSEE in accordance with existing laws,

DOES HEREBY LEASE, LET AND HIRE the said above described lands for the purpose of establishing a Wildlife Management Area thereon for a period of twenty-five (25) years, beginning on the 1st day of July, 2018, and ending on the 30th day of June, 2043, unto the LESSEE here present, accepting and acknowledging delivery and possession thereof.

3.

That as a further consideration for the leasing, letting and hiring of the above described lands, and in furtherance of their development, improvement, preservation, and protection in their natural state, as well as in the supervision and management of wild game life thereon, LESSEE SHALL:

- (a) Post and erect signs to adequately designate the boundaries of said Wildlife Management Area located on said above described lands;
- (b) Patrol and supervise for game management purposes said leased lands through duly authorized game wardens, rangers, supervisors, and/or other accredited agents and representatives;
- (c) Erect no structures or other construction work or do or perform any other acts which shall interfere with LESSOR's rights,

ownership, and/or normal operations herein specifically reserved in Paragraph 6 of this Agreement;

(d) Exercise exclusively through its aforesaid game wardens, rangers, supervisors, and/or other accredited agents and representatives the supervision and management as well as the disposal and removal of any wild game life to and from said above described lands;

(e) Prohibit the possession of firearms, except during legally proclaimed seasons, by any person on the above described lands, unless said person be a game warden, ranger, supervisor, and/or accredited agent or representative of LESSEE, or a party specially authorized by LESSEE to go upon said above described lands, and to carry, possess, and use firearms while on said lands;

(f) Prohibit dogs within the boundaries of the above described lands except by permission of LESSEE;

(g) Direct the manner of disposing and removing of any wild game when there is a surplus on the above described lands;

(h) Prohibit unauthorized use of the above described lands, and patrol and supervise the above described lands to detect and report any unauthorized use;

(i) LESSEE shall defend, indemnify, and hold LESSOR harmless from liability which arises from use of the above described lands by or permitted by LESSEE; and

(j) LESSEE shall provide LESSOR with evidence of liability insurance and/or self-insurance with respect to the above described leased premises and use thereof pursuant to this Agreement.

4.

That the LESSOR specifically will abide by and acquiesce in each and every one of the conditions and considerations heretofore set out in Paragraph 3 of this Agreement, and will, through its agents and representatives, assist and aid LESSEE in fulfilling each and every one of the aforesaid conditions and considerations.

5.

The LESSOR by the presents **DOES NOT TRANSFER** any rights to minerals lying beneath the above described lands herein leased for Wildlife Management Area purposes, and this lease in no way covers or affects the mineral ownership regarding the above described lands. LESSOR specifically reserves the ownership of minerals, as well as the right to explore for and produce/recover said minerals.

6.

It is mutually agreed by and between the LESSOR and the LESSEE that:

(a) Nothing herein contained shall be construed as limiting in any manner the authority of the LESSOR in the normal use and

operation of the above described lands, save and except insofar as the supervision, management, and operation, as well as disposing and removing any wild game on said above described lands is expressly reserved to LESSEE as above set forth;

(b) Upon the termination of this Agreement, the LESSEE shall have the right to remove any and every improvement installed by LESSEE (of a movable nature); and

(c) LESSOR reserves the right of ingress and egress to mine minerals, and cut and remove forest products.

IN WITNESS WHEREOF, the parties hereto have signed these presents through their accredited representatives hereinabove named, the LESSOR on the _____ day of _____, 2018, and the LESSEE on the _____ day of _____, 2018, in the presence of the undersigned competent witnesses who have signed said Agreement opposite the names of the representatives of the aforesaid parties to this Agreement, after due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

BY: _____
MACK DELLAFOSSE, PRESIDENT

WITNESSES:

STATE OF LOUISIANA, ACTING
THROUGH LOUISIANA DEPARTMENT
OF WILDLIFE AND FISHERIES

BY: _____
JACK MONTOUCET, SECRETARY

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2018, 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, Judd Bares, 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, Mack Dellafosse.

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 2018 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 the extended summer day camp
- Frasch Elementary – meals will be delivered to the extended summer day camp
- Iowa High School - the full kitchen and the dining room
- Maplewood Middle – meals will be delivered to the 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 the 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, Frasc Elementary, Iowa High, 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, Frasc Elementary, Iowa High, 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 under the PROGRAM, employees of the PARISH and not employees of the SCHOOL BOARD, for purposes of Worker's Compensation laws and other laws, actions or any matters whatsoever related to such employment.

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. If option (a) is selected then the SCHOOL BOARD agrees to coordinate with its food services vendor(s) to have accounts set up for the PARISH under the SCHOOL BOARD'S current bid(s). The SCHOOL BOARD'S Food Service Department also agrees that the PARISH will be allowed to utilize, having viewing rights only, to its current food service software wherever possible. Software training will be provided to PROGRAM administrative staff at no charge to the PARISH.

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

The PARISH agrees to pay the SCHOOL BOARD an agreed upon portion of 5% for utilities for the use of kitchen facilities at DeQuincy Primary, Iowa High, Moss Bluff Elementary, Sulphur High (main campus), Vinton Middle, and Westwood Elementary, during the hours and dates necessary for the implementation of the PROGRAM.

2. Term of Agreement

The term of this agreement shall be effective upon execution of the agreement through July 31, 2018.

3. Payment Terms

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

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

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall

not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

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

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

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

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

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,

- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
 - (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
 - (6) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
 - (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
 - (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
 - (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and
 - (10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.
- (b) National Policy Requirements:
- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,

¹ Davis Bacon Act is not applicable to this agreement.

- (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,
- (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 SCHOOL BOARD is responsible for the maintenance, upkeep and any insurance requirements related to the operations or activities associated with this agreement. All related costs associated with this requirement are the sole responsibility of the SCHOOL BOARD. The SCHOOL BOARD is required to have Comprehensive General Liability Policy with coverage up to \$1,000,000 per occurrence and \$1,000,000 general aggregate. The PARISH must be listed as an additional insured and the policy will provide a thirty (30) day written notice of cancellation. Waiver of subrogation will be given to the PARISH which means that the SCHOOL BOARD'S insurer(s) will have no right of recovery or subrogation against the PARISH.

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.

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. 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. Judd Bares, President
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

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

Mr. Mack Dellafosse, President
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, Louisiana 70615

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

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

THUS DONE AND SIGNED on the ____ day of _____ 2018, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
JUDD BARES, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2018, 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: _____
MACK DELLAFOSSE, PRESIDENT

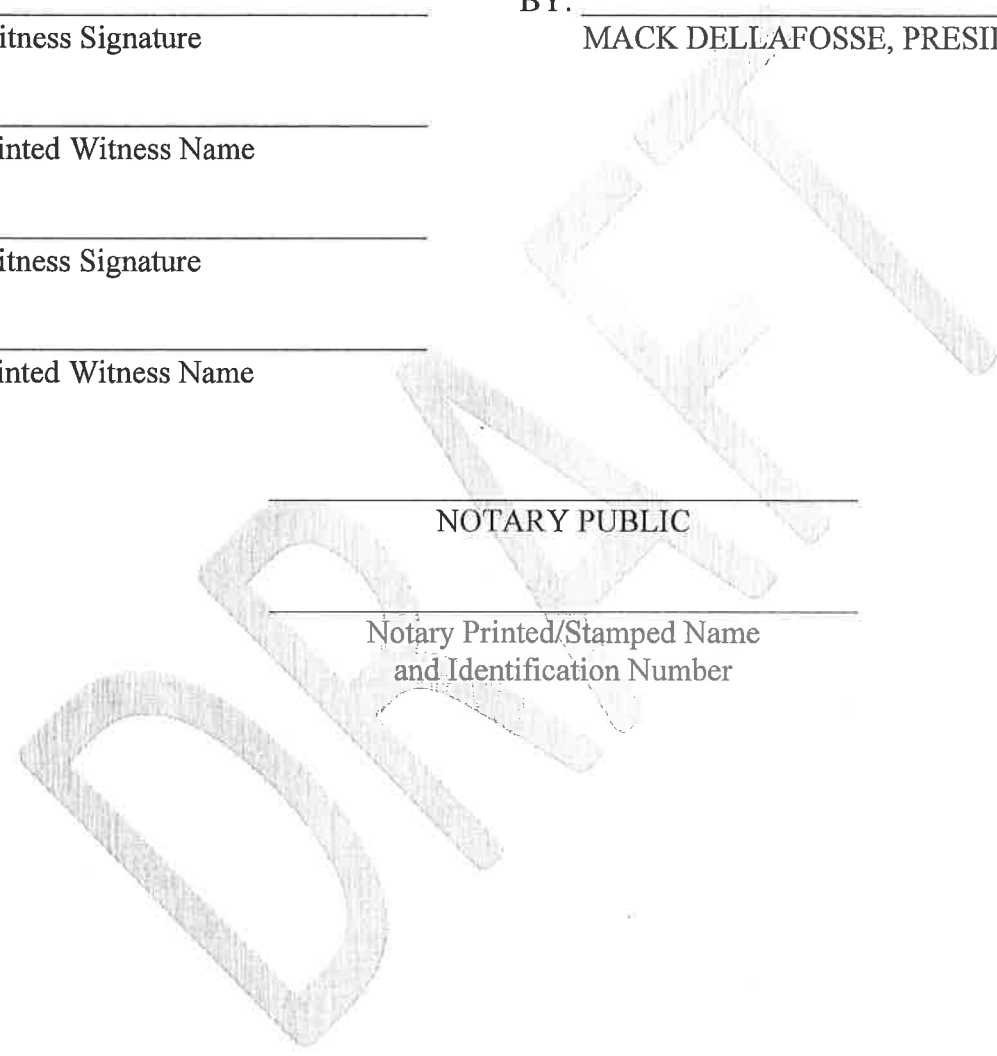
Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number



STATE OF LOUISIANA

PARISH OF CALCASIEU

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

This Local Services Agreement is entered into by and between the CITY OF LAKE CHARLES, a political subdivision of the State of Louisiana, hereinafter referred to as "CITY", acting through its duly authorized Mayor, Nicholas E. Hunter pursuant to Ordinances No. 18086 and No. 18087, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD", acting through its duly authorized President, Mr. Mack Dellafosse, pursuant to Resolution dated _____, 2018.

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

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

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

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

1.

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

2.

The CITY agrees to reimburse the SCHOOL BOARD for the monthly electric bill at the Summer Feeding Program sites and will pay directly to the respective agencies the monthly bills for water and gas usage while the Summer Feeding Program is in operation. Additionally, the CITY agrees to pay the SCHOOL BOARD the depreciation of equipment used in the amount of \$3,541 as two-twelfths of the total value of equipment depreciated in said school. The cost for other requested services, incurred by reason of the use of these facilities for the Summer Food Service Program will be paid directly by the CITY.

3.

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

4.

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

5.

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

6.

The term for this agreement shall be for the period beginning May 31, 2018 and ending July 30, 2018.

7.

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

8.

The SCHOOL BOARD agrees to cooperate with the CITY in providing staff for the CITY'S Summer Food Service Program, including but not limited to cafeteria managers and cooks. The managers and technicians of the schools being used should have first preference to the job due to the knowledge of the school and the equipment. All persons employed by the CITY pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in

providing services under the Summer Food Service Program, employees of the CITY and not employees of the SCHOOL BOARD, for purposes of Worker's Compensation laws and other laws, actions or any matters whatsoever related to such employment.

THUS DONE AND SIGNED in duplicate originals on this ____ day of _____, 2018, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

BY: _____
Mack Dellafosse, PRESIDENT

THUS DONE AND SIGNED in duplicate originals on this 9th day of April, 2018, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CITY OF LAKE CHARLES

John M. Sweet

Nicholas E. Hunter

BY: _____
MAYOR Nicholas E. Hunter

APPROVED BY LEGAL DEPARTMENT
CITY OF LAKE CHARLES

Approval subject to signature, date and initials below regarding ordinance approval.

By: Corey L. Rubin
Corey L. Rubin, Assistant City Attorney

Date: 04/06/2018

Authorization ordinance attached.
 No ordinance approval required.

Elementary Supplemental Science Resources Request



Why Do We Need New Science Resources?

- 2002 - Current resources are outdated
- 2017 – New Louisiana Science Standards
- 2018-2019 - Accountability without adequate resources

Item 9. E.

New Expectations of Instruction...

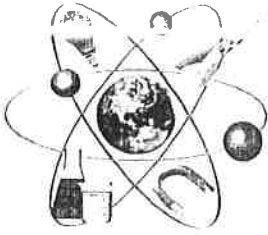
- Application of content knowledge to explain real world phenomena and design solutions
- Investigation, evaluation, and scientific reasoning
- Connection of ideas across disciplines

These key shifts are assessed by LEAP 2025.

New Expectations of Instruction	Committee Request \$669,130	Recommendation \$323,039
<ul style="list-style-type: none"> • Application of content knowledge to explain real world phenomena and design solutions • Connection of ideas across disciplines 	<p>Science Readers (K-5)</p> <ul style="list-style-type: none"> • <i>Develop students' understanding of science concepts</i> • <i>Books in students hands</i> • <i>Differentiated Instruction with high-interest books</i> 	<p>Science Readers (K-5)</p> <ul style="list-style-type: none"> • <i>Develop students' understanding of science concepts</i> • <i>Books in students hands</i> • <i>Differentiated Instruction with high-interest books</i>
<ul style="list-style-type: none"> • Investigation, evaluation, and scientific reasoning • Connection of ideas across disciplines 	<p>Science Inquiry Kits (3-5)</p> <ul style="list-style-type: none"> • <i>Hands-On Instruction</i> • <i>Writing activities to express understanding</i> • <i>Higher order thinking through leveled questions</i> • <i>Scientific research activities</i> 	<p>Science Inquiry Kits (3-5)</p> <ul style="list-style-type: none"> • <i>Hands-On Instruction</i> • <i>Writing activities to express understanding</i> • <i>Higher order thinking through leveled questions</i> • <i>Scientific research activities</i>

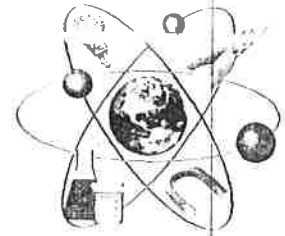
Why Are We Looking at Supplemental Resources?

- Currently no curriculum shows alignment to Louisiana Student Standards
- Supplemental Materials can be used in conjunction with a standards aligned curriculum when adopted at later date
 - Continue to be used as additional reading material in the hands of students
 - Provide another resource for students to gain science knowledge

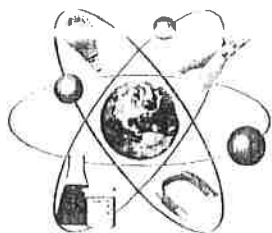


Science Review Committee

Sign-in Sheet



Name	School	Role: (Admin, Curriculum Coordinator, Teacher, Parent)
Terri Miller	Barbe Elem.	Teacher
Karen Rasberry	College Oaks	Teacher (1 st gr)
Carrie Cary	Henry Heights	Pre-K Para: Parent
Kelly Juneau	Prien Lake	Admin.
TARA Reeves	Dolby	Teacher
Lindsay Guillote	Ralph Wilson	C.C.
Katharine Chloun	Katharine Chloun	teacher
Stephanie Young	Cambre	Master Teacher
Alexis Prudhomme	Cambre	mentor teacher



Science Review Committee

Sign-in Sheet



Name	School	Role: (Admin, Curriculum Coordinator, Teacher, Parent)
Dea Anne Kay	W. T. Henning	Admin.
Julie A. Rivera	Fairview Elem.	Paraprofessionary
Shauntel Brooks	J.D. Clifton	Parent
Jessica Hardy	Oak Park Elem.	Teacher
① Marlise Cezair	John J. Johnson	Teacher
Brandi Gallien	T. H. Watkins	CC
Nancy Franks	J.D. Clifton	Admin
Tim Jetyz	Vincent Settlement	Teacher

NON-DISTURBANCE AGREEMENT

This **NON-DISTURBANCE AGREEMENT** (this "Agreement") made this ___ day of _____, 2018, by and between the CALCASIEU PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, with its principal offices located at 3310 Broad Street, Lake Charles, Louisiana 70615 ("Prime Landlord"), and RAMPART COMPLETIONS LLC, a Delaware limited liability company, having an office at 410 South Rampart Blvd., Suite 440, Las Vegas, Nevada 89145 ("Subtenant").

RECITALS

WHEREAS, Prime Landlord is the landlord and Chennault International Airport Authority (formerly known as Chenault Industrial Air Park Authority) is the tenant ("Sublessor") under a certain lease dated as of July 17, 1986 (the "Prime Lease") for certain land and the improvements thereon, which is the site commonly referred to as Chennault International Airport (the "Premises");

WHEREAS, Sublessor and Subtenant have entered into a lease dated _____, 2018 (the "Sublease") for a portion of the Premises (the "Leased Premises"), as more particularly described in the Notice of Lease executed by Sublessor and Subtenant and recorded with the Calcasieu Parish Clerk of Court in Book _____, Page _____;

WHEREAS, as a condition to the Sublease, Sublessor is required to use its best efforts to obtain this Agreement from Prime Landlord; and

WHEREAS, following such request from Sublessor, Prime Landlord has agreed to enter into this Agreement with Subtenant.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Prime Landlord and Subtenant agree as follows:

1. **Recognition**. Prime Landlord hereby agrees with Subtenant that, in the event of termination of the Prime Lease, Subtenant, if it is not then in default beyond applicable notice and grace periods with respect to any of the covenants or conditions of the Sublease to be performed or observed by Subtenant, shall peaceably hold and enjoy the Leased Premises for the

remainder of the unexpired term of the Sublease, upon the same terms, covenants and conditions as in the Sublease, including any options to extend set forth therein. Subject to the provisions of the preceding sentence and Section 3 hereof, the Sublease shall continue in full force and effect, and Prime Landlord shall recognize the Sublease and Subtenant's rights thereunder and will thereby establish direct privity of estate and contract as between Prime Landlord and Subtenant, with the same force and effect and with the same relative priority in time and right as though the Sublease was originally made directly from Prime Landlord in favor of Subtenant.

2. Attornment. In consideration of the foregoing covenants by Prime Landlord, Subtenant does hereby covenant with Prime Landlord that in the event of a termination of the Prime Lease, Subtenant will recognize and attorn to Prime Landlord as if Prime Landlord was Sublessor under the Sublease for the remainder of the unexpired term of the Sublease, upon the covenants and conditions thereof to be performed and observed by Subtenant. Said attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Prime Landlord succeeding to the interest of Sublessor in the Leased Premises. Subtenant further agrees that Prime Landlord will have the same remedies for the nonperformance of any agreement in the Sublease which Sublessor had or would have if the Prime Lease had not been terminated.

3. Exceptions to Prime Landlord's Obligations after Termination of the Prime Lease. In the event of termination of the Prime Lease, Prime Landlord shall not be liable for any act or omission of any prior party to the Sublease (including Sublessor) to the extent that liability or damages accrue during a period in which Prime Landlord has not succeeded to Sublessor, unless such prior act or omission is continuing in nature and Prime Landlord has received prior written notice thereof, except that the foregoing shall not derogate from the continuing obligations of the Prime Landlord to be performed under the Sublease from and after the date on which the Prime Lease is terminated, including the obligation to recognize any pre-payment of rent.

4. Notices. Copies of any notices from Prime Landlord to Sublessor under the Prime Lease shall be simultaneously provided to Subtenant. All notices required or permitted to be given hereunder shall be in writing and delivered by United States mail, postage prepaid, by registered or certified mail, return receipt requested, or by a reputable overnight delivery service, addressed to the respective parties at the addresses given on page 1 of this Agreement.

5. Amendments. This Agreement may not be waived, changed or discharged orally, but only by an agreement in writing and signed by the parties hereto and recorded with the Calcasieu Parish Clerk of Court and any oral waiver, change or discharge of any provisions of this Agreement shall be without authority and of no force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Prime Landlord has set forth its signature on the _____ day of _____, 2018, in the presence of the undersigned competent witnesses, and me, Notary, at _____, Louisiana:

WITNESSES:

**PRIME LANDLORD:
CALCASIEU PARISH SCHOOL BOARD**

Print Name: _____ By: _____

Print Name: _____

Title: _____

Print Name: _____

Notary Public
Print Name: _____
Bar Roll/Notary No.: _____

[Signatures continue on next page]

IN WITNESS WHEREOF, the Subtenant has set forth its signature on the _____ day of _____, 2018, in the presence of the undersigned competent witnesses, and me, Notary, at _____, _____:

WITNESSES:

**SUBTENANT:
RAMPART COMPLETIONS LLC**

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Notary Public

Print Name: _____

Bar Roll/Notary No.: _____

ITEM 4. A.

CPSB students with 1000 or more AR points:

Dolby: Micah Rickert

Bell City: Kayla Roy

SJ Welsh: Kairi McFarlain

ITEM 4.B.

Students: Sherie Antoinette Broussard, daughter of Sarah and Jonathan Broussard of Moss Bluff.
Sam Houston High

Nicholas Jamar Watts, son of Katrina Mouton of Westlake.
Westlake High

Sponsors: Child Welfare and Attendance, Keith LeLeux
Stockwell, Sievert Law Firm, Alex Mouhot, presenter
Billy Navarre, Keith LeLeux, presenter

ITEM 4.C.

Elementary Teacher of the Year

Stefanie Self, Westwood Elementary School

ITEM 4. D.

The board of commissioners announced the selection of W. Kevin Melton as Chennault's executive director.

Melton joins Chennault from American Airlines, where he was a project manager, facilitating and directing airport terminal and hangar construction projects for national and international sites.

Melton retired from the U.S. Air Force as a colonel after 24 years of service, during which he was part of the Pentagon's Joint Staff. His primary experience is as an airfield operations officer, responsible for all airport operations, including air traffic control, airfield management and flight service operations. He served as lead for the U.S. Department of Defense to support the rebuilding of Iraqi and Afghan civic airspace infrastructure as part of nation rebuilding operations.

"Kevin's wealth of experience in aviation and the airport operations will be invaluable to Chennault," said Chennault board president Charles Dagleish. "The board and staff look forward to Chennault's continued growth as a leading economic driver in the region with Kevin at the helm."

Melton also brings airshow experience to his new position, having provided direct support to several airshows, and served as military airshow director for the Dayton Airshow in Ohio.

A native Tennessean, Melton holds bachelor's and master's degrees from Middle Tennessee State University as well as a master's degree in national resource strategy from the National Defense University.



JOHN F. DEROSIER
District Attorney
FOURTEENTH JUDICIAL DISTRICT
CALCASIEU PARISH

CYNTHIA KILLINGSWORTH
FIRST ASSISTANT
DISTRICT ATTORNEY

P.O. BOX 3206
LAKE CHARLES, LA 70602
PHONE (337) 437-3400
FAX (337) 437-3325

Prosecutor's Early Intervention Program 2017-18 General Data as of May 9, 2018

- **31 schools** and all 3 Alternative Sites
- **121 total referrals**
- 36 Monitor Only; 85 Intervention
 - Of that number, 13 Parents Refused; 1 mother and 1 school delayed referral
- 121 cases referred from schools
- 97 Regular Ed; 24 SPED (3 Regular Ed now in SPED)
- Gender: 30 females; 91 males
- Race: 82 African/American; 35 White; 2 W/B; 1 Hispanic, 1 Other
- Approx. number of contacts per case = 20
- **110 Elementary Referrals**
 - 55% from grades pre-K-2
 - 45% from grades 3-5
 - 10 pre-K
 - 24 Kindergarten
 - 12 First
 - 15 Second
 - 10 Third
 - 16 Fourth
 - 23 Fifth
- **11 Middle School Referrals**
 - 8 from 6th grade
 - 2 from 7th
 - 1 from 8th

Children (according to parent/guardian interviews....)

- Witnessed Domestic Violence—37 (31%)
- Have a family member (parent/guardian/other) who is Mentally Ill—33 (27%)
- Have a parent/guardian who is involved with Alcohol or Other Drugs—35 (29%)
- Has a parent who have a known criminal history—36 (30%)
- Lives with a Guardian—21 (17%)
- Child has a history of being Physically or Sexually Abused—19 (16%)
- Have a diagnosis of Attention Deficit/Hyperactivity—63 (52%)
- Suffered loss by death of a loved one since August 2017—6 (5%)

Referral Data:

- Counseling outside CPSB—64
- DCFS—14
- FINS—8
- *Youth Take a Stand--17
- *Custody Assistance--4
- *TASC--1

**MINUTES
BUDGET/FISCAL MANAGEMENT COMMITTEE MEETING
May 15, 2018**

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Tuesday, May 15, 2018 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer was led by Alvin Smith and the pledge by Ron Hayes. A quorum was present.

Present: Damon Hardesty, Chairman, committee members Annette Ballard, Glenda Gay, Fred Hardy, Chad Guidry, Dean Roberts and the secretary, Wilfred Bourne. Other Board members present were Wayne Williams, Russell Castille, Alvin Smith and Ron Hayes.

Absent: John Duhon and Eric Tarver

Mr. Hardesty called the meeting to order.

Mr. Castille made a motion to amend the agenda by adding item #9; Permission to issue request for proposal (RFP) for disaster recovery services and was seconded by Mr. Hayes.

The committee voted unanimously to add the item.

Mr. Bourne presented Budget Revision #3 for the 2017-2018 General Fund which included revenues and other sources of funds of \$378,711,897, an increase of \$9,069,872, and expenditures and other uses of funds of \$388,360,767, an increase of \$30,201,118 over revision #2. General Fund budget revision #3 projects a current deficit of \$9,648,870 resulting in an unassigned fund balance of \$45,785,831, or 11.79% of projected expenditures.

Mr. Dellafosse entered the meeting at 5:09 p.m.

On motion by Mr. Hayes seconded by Mr. Hardy, it was recommended that Budget Revision #3 to the 2017-2018 General Fund be approved as presented. The motion passed.

Next, the 2017-2018 Special Revenue Budget Revision #1 was presented for approval. Projected revenue and other sources of funds were \$57,587,237, an increase of \$1,349,160 from the original budget. Expenditures and other uses of funds are \$58,521,234, an increase of \$1,083,157, with a projected surplus of \$266,033, all in School Food Services. School Food Services is the largest of the Special Revenue Funds with projected revenues and other sources of funds of \$13,976,256, an increase of \$100,688, from the original budget. The Food Services Fund is projecting a surplus of \$266,033, leaving a fund balance of \$6,411,434, or 45.87% of projected revenues.

On motion by Mr. Hardy, seconded by Mrs. Ballard, it was recommended that the 2017-2018 Special Revenue Budget Revision #1 be approved as presented. The motion passed.

Mr. Bourne then presented the 2018-2019 Proposed General Fund Budget. Proposed revenues and other sources of funds are \$338,980,457, a decrease of \$39,731,440 from the final revision for 2017-2018. Expenditures and other uses of funds are projected at \$337,655,594, a decrease of \$50,705,173 from the final revision of 2017-2018. The proposed budget for 2018-2019 projects an operating surplus of \$1,324,863 leaving a projected unassigned fund balance of \$47,110,694 or 13.95% of projected expenditures.

Mr. Dellafosse made a motion to approve the 2018-019 General Fund Budget for advertisement and final approval at the July 2018 Board and seconded by Mr. Roberts. After discussion, Mr. Dellafosse withdrew his motion and Board Members will meet with Mr. Bourne in small groups to discuss the budget in detail and then present it at the June 12th, regular Board meeting to authorize for advertisement and final approval at the July 2018 Board meeting.

Next, Mr. Bourne presented a current update on the status of POD Project #10. Four Pods are complete, one is near completion, seven are in some stage of progress, and one has started dirt work since the first POD at the same location has been completed.

Mr. Bourne then presented a Riverboat Fund Update for FY18 and a projection of operations for FY19. The projected reserves for FY18 are \$3,063,075 and the projection for FY19 is \$3,698,050. This was presented as information only and did not require any action.

Mr. Bourne provided a report of Calcasieu Parish School Board state and federal grant funded personnel. The report shows the salary paid from grant funds to each listed employee. This was given for informational purposes only and did not require a motion.

Next, Ms. Skylar Giardina presented renewal information for Student/Athletic Accident Catastrophic/Extended Day Insurance Renewal.

On motion by Mr. Roberts, seconded by Mr. Dellafosse, it was recommended to approve the Student/Athletic Accident Catastrophic/Extended Day Insurance with Regions Insurance, Inc. for 2018-2019. The motion passed.

Mr. Bourne then requested to apply for a Purchasing card for the Head Start Program due to state licensing fees not being able to be paid using traditional check methods and only credit card payments being accepted. The card will also be used in a very limited scope to secure travel reservations for staff.

On a motion by Mr. Hardy, seconded by Mr. Dellafosse, it was recommended to approve the Purchasing card for the Head Start Program. After discussion Mr. Dellafosse made a motion to amend the original motion to only allow the credit card to be used to pay the licensing fees and not for travel reservations. The motion passed. Then the committee voted unanimously to pass the amended motion.

Mr. Bourne read a public notice in compliance with LA R.S. 42:19.1 announcing the intent to adopt the annual millage rates levy for Calcasieu Parish School Board at the July 10th, 2018 Board meeting. This did not require a motion.

The last item was permission to issue a Request for Proposal (RFP) for disaster recovery services. The existing contract was not bid out in accordance with FEMA procurement standards and guidelines which in turn could jeopardize any future federal disaster assistance for which the Calcasieu Parish School Board would otherwise be eligible.

A motion was made by Mr. Roberts, and seconded by Mr. Hayes to grant permission to issue a Request for Proposal (RFP) for disaster recovery services. The motion passed.

There being no further business to discuss, on motion by Mr. Hayes and seconded by Mr. Dellafosse, the committee adjourned the meeting at 5:43 p.m.

Wilfred Bourne
Secretary

**MINUTES
CURRICULUM & INSTRUCTION COMMITTEE MEETING
May 15, 2018**

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, May 15th, 2018 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Annette Ballard; Chair, Fredman Hardy; Vice Chair, Alvin Smith, Wayne Williams, Russell Castille, Glenda Gay, Dean Roberts,

Other Board Members Present: Mack Dellafosse, Chad Guidry, Damon Hardesty, and Ron Hayes.

Committee Members Absent: John Duhon and Aaron Natali

The C&I Committee Meeting was called to order at 5:53 pm. by Annette Ballard, Chairman. A quorum was present.

The first item on the agenda was a presentation by the Lake Charles Education Collaborative pertaining to the 21st Century Community Learning Center Program. The program is designed to provide after school programming for targeted middle and high school students. Reverend Charles Robertson shared a PowerPoint that highlighted the goals and objectives of the program and the role it could play in improving student academic performance, motivation, and leadership.

After comments from Board Members, a motion was made by Mr. Hayes and seconded by Mr. Hardesty to ask staff to continue looking at the feasibility of partnering with the 21st Century Community Learning Center to provide after school programming and come back to the Board with a recommendation at a later date. The motion carried.

Mr. Campbell then presented a request from staff for permission to combine the University Programs of Washington Marion and LaGrange at the LCBA Campus for core instruction during the 2018-19 school year in an effort to provide enhanced instructional opportunities as well as addressing low student participation.

Mr. Campbell presented the board with statistics from both Washington Marion and LaGrange before yielding the floor to Mr. Robert Pete who explained the three options that the staff looked at before making their recommendation.

A motion was made by Mr. Dellafosse and seconded by Mr. Hardesty to approve combining the University Programs of Washington Marion and LaGrange at the LCBA Campus for the 2018-19 school year and return both programs to LaGrange for the 2019-2020 school year.

Public input was received from the following people through Blue Cards:

Shawn Papillion

Wil Clophus

After public comment and extensive discussion, the motion passed 9 to 2 with Mr. Hardy and Ms. Gay voting against the motion.

Next, Mr. Campbell explained the revisions to the 2018-2019 Student Code of Conduct. Revisions to pages 14, 15, 16, 22-28, 30, 38 and 40 that included changes to the Bullying and Intimidation, Zero Tolerance, Medication, School Bus Conduct, Level 4 Infractions and Appeal of Suspension policies were presented.

After a short discussion the committee agreed unanimously to accept the revisions to the 2018-2019 Student Code of Conduct.

There being no further business to discuss, Mrs. Ballard requested a motion to adjourn at 8:08 p.m. which was offered by Mr. Hardesty and seconded Mr. Hayes. Motion carried.

Tommy Campbell
Secretary

RESOLUTION NO.

A RESOLUTION OF THE *CALCASIEU PARISH SCHOOL BOARD* APPROVING SOUTHSIDE MACHINE WORKS, LLC FOR PARTICIPATION IN THE INDUSTRIAL TAX EXEMPTION PROGRAM AT *500 LEGER ROAD, LAKE CHARLES, CALCASIEU PARISH, LOUISIANA*

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry (“BCI”), with the approval of the Governor, to approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state; and

WHEREAS, Southside Machine Works, LLC has applied for an Industrial Tax Exemption (“ITE”) and seeks approval of the BCI and the Governor for a contract granting that exemption; and

WHEREAS, Governor Edwards, through Executive Order JBE 16-73, has set forth the conditions for his approval of ITE contracts, and affirmed that those conditions are in the best interest of the state of Louisiana; and

WHEREAS, Executive Order JBE 16-73 provides that ITE contracts should be premised upon job and payroll creation at new or expanded manufacturing plants or establishments, and that the percentage of exemption from ad valorem taxes, and length of the contract for such exemption, may vary depending upon the nature of the project and its economic development benefit in accordance with guidance received from the Secretary of Economic Development and concurred in by the appropriate parish and/or municipal council, school board, and sheriff; and

WHEREAS, Executive Order JBE 16-73 mandates that each exemption contract approved by the Governor shall include as Exhibit “A” a Cooperative Endeavor Agreement for the ITE between the State of Louisiana, the Louisiana Department of Economic Development, and the applicant for the ITE contract, which provides for the creation or retention of jobs, and provides for the exercise of the option in the Louisiana Constitution for the term or percentage of the parish ad valorem tax exemption granted in the contract, and provides for the reduction or loss of the exemption based upon the applicant’s compliance with the contract.

WHEREAS, Executive Order JBE 16-73 further requires that this board, together with the other required local governmental entities signify consent to the terms of the exemption by resolution and the sheriff of this parish shall signify consent to the terms of the exemption by letter. Executive Order JBE 16-73 further provides that the resolutions of approval and the sheriff’s approval shall be attached as Exhibit “B” to the ITE contract between the BCI and Southside Machine Works, LLC and

WHEREAS, Southside Machine Works, LLC and the Louisiana Department of Economic Development have advised that certain terms and conditions forming Exhibit “A” to the Industrial Tax Exemption Contract pending approval before the Louisiana Board of Commerce and Industry have been reached and have conveyed the same to this board, and thus this matter is now ready for a determination of approval of this board as required by Executive Order JBE 16-73, and

THEREFORE, BE IT RESOLVED, upon consideration of the foregoing and the public discussion held this day, that this board approves the terms of the Industrial Tax Exemption contract based on the inclusion of the following terms and conditions into Exhibit "A" (the Cooperative Endeavor Agreement between the State of Louisiana, the Louisiana Department of Economic Development, and Southside Machine Works, LLC) to the Industrial Tax Exemption contract between the Board of Commerce and Industry and Southside Machine Works, LLC with respect to its manufacturing plant located at 500 Leger Road, Lake Charles, Calcasieu Parish, Louisiana:

9 New Direct Jobs at the Manufacturing Establishment

\$810,000.00 Annual Payroll

5 Years Term of Exemption Contract

100 Percentage of Exemption from Parish Ad Valorem Taxes

100% Loss of Exemption for non-compliance

This board further authorizes the Louisiana Department of Economic Development, on behalf of the Board of Commerce and Industry, to include this resolution in Exhibit "B" to the Industrial Tax Exemption Contract between the Board of Commerce and Industry and Southside Machine Works, LLC.

THEREFORE, BE IT FURTHER RESOLVED by this board that a copy of this resolution shall be forwarded to Board of Commerce and Industry and the Louisiana Department of Economic Development.

THE FORGOING RESOLUTION WAS READ, AND, AFTER PUBLIC DISCUSSION, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

AND the resolution was declared adopted on this _____ Day of _____, 2018.

Mack Dellafosse, President

June 6, 2018

To:	Karl Bruchhaus, Superintendent Mack Dellafosse, School Board President
From:	Michelle L. Joubert, Early Childhood Director
Subject:	Approval of COLA grant application

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

Grant Source: Federal

Grant Amount: \$97,973 (Head Start COLA); \$6, 175 (Head Start T/TA)


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

Person Applying: Michelle L. Joubert – Early Childhood Director

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

Memorandum

To: Board Members

From:  Karl Bruchhaus, Superintendent

Date: June 12, 2018

Subject: I-210 Early Completion Incentive

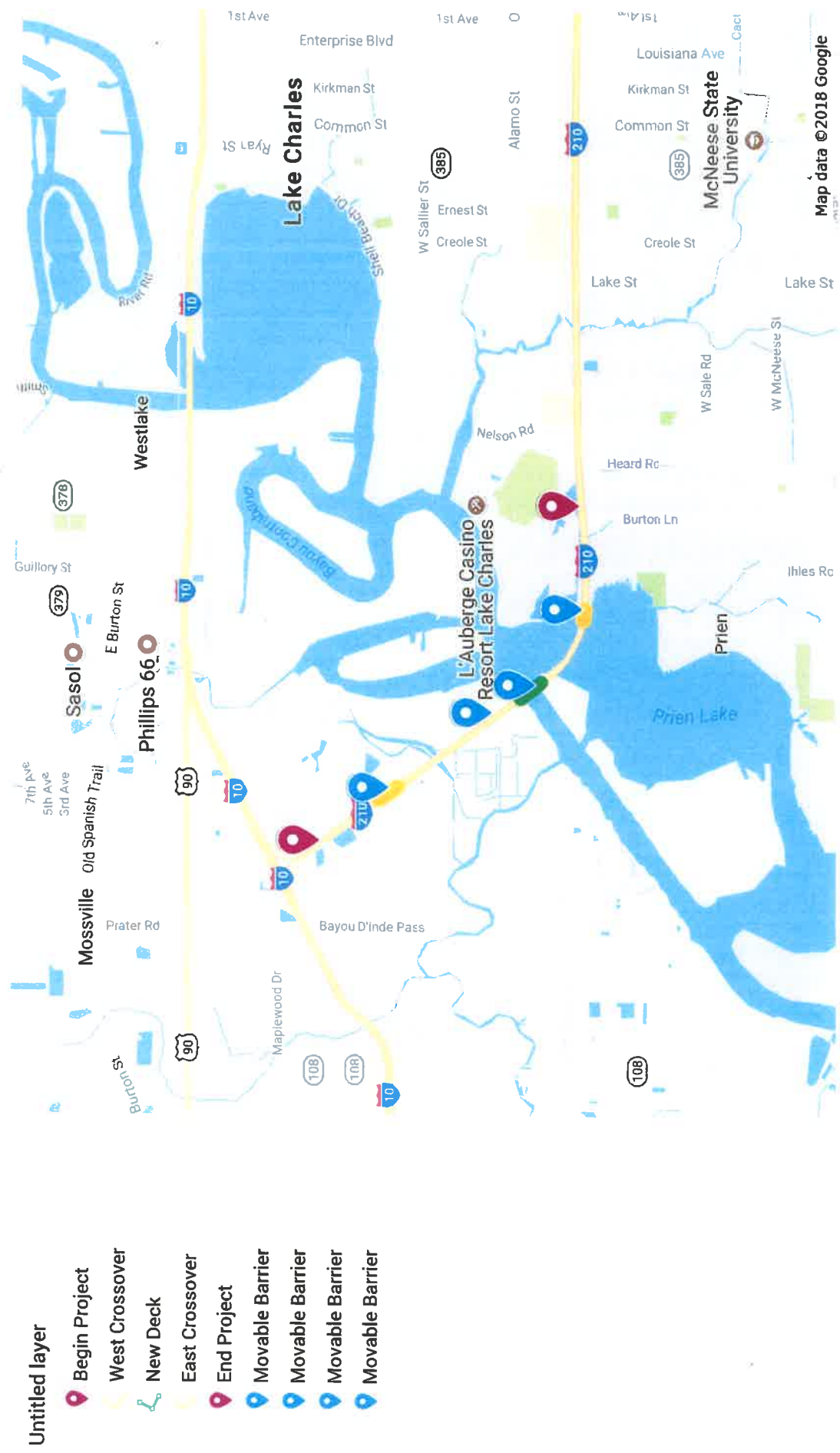
The I-210 bridge construction project will begin in late 2018. By all accounts the construction will create hardships on our area roads. The estimates on construction time will be up to 24 months. One whole side of the bridge will be closed, while the other will be two-way traffic, with a barrier in the middle. All agencies are worried about the length of the project, the inconveniences caused, and the effects on services.

The members of the gaming pool, including the Police Jury and municipalities, have developed a proposal to provide an incentive for early completion of the project by one or two months. They have asked the School Board, as a participant in gaming revenues, to participate with the group financially. The total amount of the governmental incentive would be \$375,000 paid upon completion of the contract if earned, likely in 2020. The maximum contribution by the School Board would be \$33,471.00. It appears that various business interests will provide an additional \$375,000 to match the government payment.

The payments for entities would be taken directly from the gaming pool before distribution in 2020 if earned by the contractor. The Calcasieu Parish School Board will definitely be affected and inconvenienced by the bridge construction. It will be in our best interest to have the timeline shortened by as much as possible.

Staff is recommending participation in the agreement.

I-210 Redecking Project



Prien Lake Redecking & Safety Improvements

LET DATE	Jun-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21	END PROJECT	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21					
AWARD DATE	Jun-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21																																											
NOCE	Jul-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21																																											
WORK ORDER	Aug-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21																																											
ASSEMBLY (days)	Aug-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21																																											
END ASSEMBLY	Dec-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21																																											
DAYS **	Dec-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21																																											
CONSTRUCTION	Jun-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21																																											
ASSEMBLY	Jun-18	Jul-18	Aug-18	120	Dec-18	915	Jun-21																																											

** Actual contract days TBD, dependent on Contractor bid.

Work will be done in 5 phases

- Phase 1:** Build cross overs and install barriers in preparation for two way traffic on WB Bridge
- Phase 2:** EASTBOUND: Remove and replace Bridge Deck, approach slab rehabilitation, wing wall removal and replacement, metal rail installation, navigation lighting
WESTBOUND: Remove and replace Bridge Deck, approach slab rehabilitation, wing wall removal and replacement, metal rail installation, navigation lighting, begin installation of lighting equipment/poles
- Phase 3:** Both Directions: Install median barriers and transition barriers on both approaches to the bridge and remove crossovers.
- Phase 4:** Mill and overlay within limits of affected asphalt sections on both approaches to the bridge. Complete installation of lighting and electrical equipment. Return to normal operation.
- Phase 5:**

CONCLUSIONS AND RECOMMENDATIONS

Based on the analysis results, the following conclusions can be made:

- The increase in travel time for trips crossing the river can go up by 70% during construction period. Similarly, the increase in travel time for corridors connecting I-10 and I-210 can go up by 40% during construction period.
- Overall, Alt-A (closing bridge in both directions for entire duration of project) causes significant travel time increase for motorists and Alt-B (closing one lane each direction on I-210 Bridge) causes minimal increase in travel time during bridge rehabilitation project.

Following are recommendations based on analysis results during the I-210 Bridge rehabilitation project:

- This study recommends the implementation of Alt-B due to better traffic operations when compared with the remaining three I-210 Bridge lane closure alternatives.
- The short-term and long-term recommendations to manage congestion and to improve safety are shown in Figure 19.
- Distribute travel time impact figures to all local stakeholder groups (school board, VA center, Major employers, transit agencies, ambulance service providers etc.) and public so they can prepare and plan for the anticipated delays during construction.
- Identify locations and install electronic message boards on the east (west of Lafayette, LA) and west (east of Beaumont, TX) sides of Lake Charles recommending that I-10 through traffic detour using US 190.
- Identify and implement detour signage for heavy truck traffic to use I-10 bridge since trucks will be prohibited on I-210 bridge during construction.
- Implement detour signage and variable message signs on key arterials to provide real time travel information and variable message signs for entire project period.
- It is recommended that LADOTD, emergency service providers and other local agencies should coordinate and develop an incident management plan during the entire project period to clear incidents as quickly as possible.
- Coordinate with local industry to check the feasibility of moving freight by barge or rail there by reducing truck traffic on roads.
- Coordinate with major employers on travel demand strategies to reduce vehicular traffic on roadways during peak periods. Examples include staggered work hours or flex time, park & ride lots outside the construction influence area etc.

Calculation of I-210 Project Incentive			
Based on March Gaming Revenue Disbursement			
Local Entity	Gaming Pool Only	Gaming Pool Plus CPSB	Gaming Pool Plus CPSB & Port
Calcasieu Parish Police Jury	167,340	152,404	134,215
City of Lake Charles	169,943	154,774	136,302
City of Sulphur	13,610	12,395	10,916
City of DeQuincy	6,216	5,661	4,985
Town of Iowa	6,204	5,651	4,976
Town of Vinton	6,111	5,566	4,902
City of Westlake	5,576	5,078	4,472
Calcasieu Parish School Board	-	33,471	29,476
Lake Charles Harbor and Terminal District	-	-	44,756
Total Local Government Incentive	375,000	375,000	375,000

	Gaming Pool Only	Gaming Pool Plus CPSB	Gaming Pool Plus CPSB & Port
	12,356,836.00	12,356,836.00	12,356,836.00
	12,548,994.00	12,548,994.00	12,548,994.00
	1,004,976.00	1,004,976.00	1,004,976.00
	458,979.00	458,979.00	458,979.00
	458,148.00	458,148.00	458,148.00
	451,280.00	451,280.00	451,280.00
	411,715.00	411,715.00	411,715.00
		2,713,810.00	2,713,810.00
		-	4,120,541.00
	27,690,928.00	30,404,738.00	34,525,279.00

ITEM 8.D.

TO: Members, Calcasieu Parish School Board
 FROM: Skylar Giardina, Risk Manager
 DATE: May 14, 2018
 SUBJECT: Property & Casualty Renewal

Property and casualty insurance renewal rates have been received for the 2018-2019 policy year as researched by Arthur J. Gallagher on behalf of the Calcasieu Parish School Board. The following coverages are presented for renewal on July 1, 2018:

Coverage	Coverage Details Current	Prior Year Premiums	2018-2019 Premiums	Significant Differences	Premium Changes
Casualty Package	See below:	\$440,000.00	\$450,000.00		\$10,000.00
General Liability	\$3.75M occurrence/\$4.5 M aggregate	Included	Included	2% Exposure increase	
Wrongful Acts Liability	\$4M occurrence/\$4M aggregate	Included	Included	Risk Management funds of \$5K available	
Sexual Abuse Coverage	\$2M occurrence/\$2M aggregate	Included	Included		
Automobile Liability	\$3.75M per occurrence	Included	Included		
		Lloyds	Lloyds		
Violent Malicious Acts	\$1M occurrence/\$1M aggregate	\$16,084.00	\$0		
Violent Assailant Coverage	\$1M occurrence/\$1M aggregate	\$0	\$15,727.50		(\$356.50)
Terrorism Package	\$25,000,000 Liability; \$50,000,000 Property	\$20,182.58	\$20,182.58		
Cyber Liability	\$2,000,000 policy limit	\$35,868.14	\$35,868.14		
Total Casualty		\$512,134.71	\$524,802.08		
Property Lloyd's No Claim Bonus (NCB) 17/18 = 10% - \$75,000 18/19 = 7.5% - \$54,675 Based on Values of \$830,781,134	\$40M Limit for risks of direct physical loss or damage including Named Windstorm, Flood, Earth Movement Sprinkler Leakage, Earth Movement with other exclusions per policy forms and specified in the Quote - \$85M Excess of \$40M Limit all other perils except Named Windstorm. Storm Surge Included - 5M Mold Coverage - AOP Deductible:\$100,000 - 5% Named Storm/\$250,000 Wind/Hail	\$1,285,199.25 (\$75,000.00)	\$1,214,026.91 (\$54,675.00)	Values Slightly Down, rate decrease applied	(\$71,172.34)
Boiler Machinery	\$250,000,000	\$27,957.00	\$27,235.00	Values Slightly Down	(\$722.00)
Total Property		\$1,313,156.25	\$1,241,261.91		
Workers Compensation	Statutory/\$1,000,000 EL	\$221,935.00	\$216,070.00	Payroll down , rate flat	(\$5,865.00)
AJG Fee		\$187,000.00	\$187,000.00		
Total All Lines		\$2,234,225.97	\$2,166,110.13		(\$68,115.84)

Staff Recommendations:

- Approve property and casualty coverages for 2018-2019
- Consider optional coverages, indications subject to applications:
- **Disaster Management** coverage: \$1,000,000 per insured event, \$2,000,000 in the aggregate (3 fatalities or critical injuries) \$19,921.50, to include active assailant premium \$27,890.10
- Reject uninsured/underinsured motorist coverage for 2018-2019
- Give Superintendent or his designee permission to sign all renewal related contracts

BID REPORT

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

DATE: June 5, 2018

DESCRIPTION: Ralph Wilson Elementary School - Roofing Renovation

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2018-21PC

DESIGNER: Griggs, Mitchell & Associates

CONTRACTOR	BASE BID
Roofing Solutions (Central Auction House)	\$995,000.00
Morcore Roofing	\$810,000.00
Chatmon Construction	\$1,056,000.00
Daughdrill Roofing	\$729,999.00
Ferguson Roofing	\$754,300.00

The Committee recommends award of the contract to:

Daughdrill Roofing

(Base Bid) in the amount of:

Seven Hundred Twenty Nine Thousand Three Hundred dollars and No/100

as the lowest qualified bidder meeting specifications.

BID REPORT

ITEM 9.B.

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

DATE: June 4,2018

DESCRIPTION:

Pearl Watson Elementary School- Roofing Renovation
--

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2018-20PC

DESIGNER: Griggs, Mitchell & Associates

CONTRACTOR	BASE BID
Roofing Solutions (Central Auction House)	\$1,494,960.00
Morcore Roofing	\$1,550,000.00

The Committee recommends award of the contract to:

Roofing Solutions

(Base Bid) in the amount of:

One Million Four Hundred Ninety Four thousand Nine Hundred Sixty Dollars & No/100

as the lowest qualified bidder meeting specifications.

BID REPORT

Item 9.C.

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

DATE: June 6, 2018

DESCRIPTION:

Sam Houston High School Gymnasium and Band Building

FUNDS: SD # 27 Bond Funds

BID NUMBER: 201819PC

DESIGNER: Champeaux, Hotard, Evans Architects APAC

CONTRACTOR	BASE BID
Shannon Smith Construction LLC	\$7,170,000.00
Keiland Construction LLC	\$7,568,000.00
Pat Williams Construction LLC	\$7,149,000.00
Trahan Construction LLC	\$7,337,000.00

The Committee recommends award of the contract to:

Pat Williams Construction LLC

(Base Bid) in the amount of:

Seven Million One Hundred Forty Nine Thousand Dollars and No/100

as the lowest qualified bidder meeting specifications.

BID REPORT

Item 9.D.

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

DATE: June 6, 2018

DESCRIPTION:

Phase 1 - Roofing Replacement Washington Marion High

FUNDS: SD # 31 Bond Funds

BID NUMBER: 201817PC

DESIGNER: Ellender Architects & Associates LLC

CONTRACTOR	BASE BID
Chatmon Construction, LLC	\$650,000.00
Daughdrill General Contracting & Roofing Co., Inc.	No Bid
E. Cornell Malone Corp.	No Bid
Morcore Roofing, LLC	Bid Form Incomplete
roofing Solutions, LLC	\$522,932.00
Rycars Construction LLC	\$513,270.00

The Committee recommends award of the contract to:

Rycars Construction LLC

(Base Bid) in the amount of:

Five Hundred Thirteen Thousand Two Hundred Seventy Dollars and No/100

as the lowest qualified bidder meeting specifications.



**TO: WILFRED BOURNE
PEGGY CARLILE
SHANNON LAFARGUE
DENNIS BENT**

FROM: JENNIFER HAGAN, PURCHASING SUPERVISOR

RE: BIDS FOR JUNE 2018

**PERMISSION TO ADVERTISE
NONE**

BID REPORTS:
ALL BIDS WERE POSTED ON WWW.CENTRALBIDDING.COM AND WWW.CPSE.ORG

BID 2019-08 – FOOD & SUPPLIES was opened on May 8, 2018 @ 9 AM

BIDS WERE SENT TO THE FOLLOWING:

- Alpha Foods
- Bimbo Bakeries
- Borden Dairy
- Calico Industries
- Capitol City Produce
- Diamond Foods
- Economical Janitorial
- Flowers Baking
- Kevin Guidry Produce
- Lacassagne's
- Nardone Bros
- Oak Farm Dairy
- Oasis Foods
- Pon Foods
- Schwans
- William-George

BID RESULTS AS FOLLOWS:

American Pride	\$ 15,442.50
Bimbo Bakeries	\$ 175,000.00
Capitol City Produce	\$ 437,063.00
Daxwell	\$ 39,226.00
Diamond Foods	\$ 517,343.26
Economical Janitorial	\$ 70,968.20
Interboro	\$ 3,696.00

Building Foundations for the Future

JUNE 2018

Page 2

Lacassagne's	\$ 251,747.70
Lamm Foods	\$ 689,410.50
Nardone Bros	\$ 105,408.00
National Foods	\$ 213,000.00
Oak Farms Dairy	\$ 702,800.00
Pon Foods	\$ 790,297.00
William George	<u>\$ 234,215.55</u>
TOTAL	\$4,245,617.71

THE STAFF RECOMMENDS AWARDING AS INDICATED ABOVE AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

BID 2019-20 – GASOLINE & DIESEL FUEL was opened on May 16, 2018 @ 10:00AM

BIDS WERE SENT TO THE FOLLOWING:

Breaux Petroleum
Fleetcor
Fuel Track
Gaubert Oil Co
Pumpelly Oil

BID RESULTS AS FOLLOWS:
Pumpelly Oil Co

Unleaded
\$2.3492

Diesel #2
\$2.5189

The staff recommends awarding to Pumpelly Oil Co. as the lowest responsible responsive bidder.

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Phase 2- New Classroom Building & Exterior Improvements R.D.Molo
Middle School

Funds: SD #31 Bond Funds

Designer:
Ellender Architect & Associates, LLC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Heath, Trahan, Brown

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Phase 2 - Additions & Exterior Improvements J.D. Clifton Elementary School

Funds: Sd #31 Bond Funds

Designer: Ellender Architect & Associates, LLC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Heath, Trahan, Brown

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Phase 2 - Paved Parking, Mechanical and Front Fence Washington Marion
High School

Funds: Sd #31 Bond Funds

Designer:
Ellender Architect & Associates, LLC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Heath, Trahan, Brown

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Combre-Fondel Elementary- Improvements- Phase II- Multipurpose/Gym Facility

Funds: School Board District # 31 Bond Funds

Designer: Moss Architects, Inc.

Advertise: to be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Brown, Bruchhaus, Heath, Trahan, Grigg

ITEM 10.E.

Currently seeking a East Calcasieu representative to serve on the Board of Commissioners of the Chennault International Airport Authority to fill a four-year term. This is an appointed position by the Calcasieu Parish School Board.

(Representative will be chosen at the July CPSB meeting)

ITEM 10.F.

Currently seeking a West Calcasieu representative to serve on the Board of Commissioners of the Chennault International Airport Authority to fill a four-year term. This is an appointed position by the Calcasieu Parish School Board.

(Representative will be chosen at the July CPSB meeting)

BENEFICIAL OCCUPANCY

Not For Recordation

DATE: May 25, 2018
NAME OF PROJECT: Classroom Pods – Phase X - College Street T&I
ARCHITECT: Champeaux Evans Hotard, APAC / C.R. Fugatt, AIA
CONTRACTOR: Miller & Associates Development Co., Inc.
OWNER: Calcasieu Parish School Board

The below described portion of the subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in accordance with the Contract Documents.

PORTION OCCUPIED: **College Street T&I Classroom Pod (Entire Building)**
DATE OCCUPIED: **Friday, May 25, 2018**

Warranty items covered by Occupancy (See Attached List)

ARCHITECT Date
Champeaux Evans Hotard, APAC

CONTRACTOR Date
Miller & Associates Development Co., Inc.

OWNER Date
Calcasieu Parish School Board

PUNCH LIST: See Attached List X

None _____

NOT FOR RECORDATION PURPOSES

CHANGE ORDER

Change Order No.: 1

Date: May 2, 2018

Contract Date: February 8, 2018

Project: College Street Vocational Center Welding Shop Upgrades

Project No.: 2018-09PC

To: Seth Priola Construction, LLC

You are directed to make the following change in this contract:
(Attach Itemized Breakdown)

The Original Contract Sum	<u>\$363,000.00</u>
Net Change By Previous Change Order	<u>\$0.00</u>
Contract Sum Prior to this Change Order	<u>\$363,000.00</u>
Contract Sum will be (increased) by this Change Order	<u>\$9,705.00</u>
New Contract Sum including this Change Order	<u>\$372,705.00</u>
Contract Time will be (unchanged) by	<u>7 Days</u>
Revised Contract Completion Date	<u>June 17, 2018</u>

RECOMMENDED

ACCEPTED

APPROVED

Brossett Architect, LLC
(Designer)
414 Pujo Street
Lake Charles, LA 70601

Seth Priola Construction
(Contractor)
710 W Prien Lake Rd,
Ste 114
Lake Charles, LA 70601

Calcasieu Parish
School Board
(Owner)
P. O. Box 800
Lake Charles, LA 70602

By: 

By: 

By: _____

Date: 5/8/2018

Date: 5/5/18

Date: _____

May 2, 2018

Project: College Street Vocational Center Welding Shop Upgrades

Project #: 2018-09PC

RE: Change Order 1

Item 1: Provide and install 36"x84" storefront door in the storefront aluminum frame system between the classroom and the welding shop area. Add \$2,759.00 and 0 days.

Item 2: Clean and paint exposed existing metal wall panels in welding shop area. Add \$2,779.00 and 0 days.

Item 3: Install new white vinyl faced insulation with banding to underside of roof in welding shop area as discussed. Add \$4,167.00 and 7 days.

CHANGE ORDER

Change Order No.: 2

Date: April 25, 2018

Contract Date: February 8, 2018

Project: College Street Vocational Center Plumbing/Electric Shop Upgrades

Project No.: 2018-08PC

To: Sam Istre Construction, Inc

You are directed to make the following change in this contract:
(Attach Itemized Breakdown)

The Original Contract Sum \$79,500.00

Net Change By Previous Change Order \$1,599.00

Contract Sum Prior to this Change Order \$81,099.00

Contract Sum will be (increased) by this Change Order \$4,456.00

New Contract Sum including this Change Order \$85,555.00

Contract Time will be (increased) by 7 Days

Revised Contract Completion Date May 18, 2018

RECOMMENDED

ACCEPTED

APPROVED

Brossett Architect, LLC
(Designer)
414 Pujoe Street

Sam Istre Construction, Inc
(Contractor)
1881 Easy Street

Calcasieu Parish
School Board
(Owner)
P. O. Box 800

Lake Charles, LA 70601

Lake Charles, LA 70606

Lake Charles, LA 70602

By: David Brossett

By: Kurtine Halber

By: _____

Date: 5/2/2018

Date: 5/2/18

Date: _____

April 25, 2018

Project: College Street Vocational Center Plumbing/Electric Shop Upgrades
Project #: 2018-08PC

RE: Change Order 2

Item 1: Provide and install additional metal panel from 8' to top of metal stud wall on East wall. Add \$2,640.00 and 0 days.

Item 2: Remove existing mop sink mildewed sheetrock and wall framing. Add \$1,816.00 and 7 days.

Item 3: Install new gyp board, tape, float and paint on walls in locker room with new rubber base in lieu of FRP wall panels throughout room. Add \$0.00 and 0 days.

CHANGE ORDER

Change Order No.: **02**
Date: **June 1, 2018**
Contract Date: **August 3, 2017**

Project: **Dequincy High School Press Box
Calcasieu Parish School Board**

Project No.: **Calcasieu Parish School Board – Project No. 2017-07PC
Champeaux Evans Hotard - Project No. 1708**

To: **John D. Myers & Associates, Inc.
3613 Ryan Street
Lake Charles, LA 70605**

You are directed to make the following change(s) in this Contract:
(Attach Itemized Recap Sheet)

The Original Contract Sum	\$284,300.00
Net Change by Previous Change Order	<u>\$3,494.31</u>
Contract Sum Prior to this Change Order	\$287,794.31
Contract Sum will be <u>increased</u> by this Change Order	<u>\$6,061.00</u>
New Contract Sum Including this Change Order	\$293,855.31

Contract Time will be increased by: **43 Days**
Revised Contract Completion Date: **May 30, 2018**

RECOMMENDED

**Champeaux Evans
Hotard, APAC
(DESIGNER)**

**702 Dr. Michael DeBakey Dr.
Lake Charles, LA 70601
70602**

By: _____

Dated: _____

ACCEPTED

**John D. Myers Associates
& Associates, Inc.
(CONTRACTOR)**

**3613 Ryan Street
Lake Charles, LA 70605**

By: _____

Dated: _____

APPROVED

**Calcasieu Parish
School Board
(OWNER)**

**P. O. Box 800
Lake Charles, LA**

By: _____

Dated: _____



Date: **June 27, 2018**
To: **Calcasieu Parish School Board
Planning & Construction Department**
Attn.: **Harold Heath, Construction Manager**
From: **Champeaux Evans Hotard, APAC
Brad Evans**
Re: **CPSB Project No. 2017-07PC
CEH Project No. 1708
DeQuincy High School Press Box
Calcasieu Parish School Board**

Change Order No. 2 – Recap

Change Order Request No.4

Field investigation and repair of existing underground electrical and low voltage/special systems lines that were damaged by Cleco during installation of the new overhead-to-underground primary transmission lines. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD \$6,335.00**
Days Requested: **7 days**

Change Order Request No.5

Credit to delete the re-installation of existing stadium sign. The old sign was in poor condition, and was removed by CPSB personnel in order to repair sewer and water lines damaged by Cleco during installation of the new overhead-to-underground primary transmission lines. A new stadium sign will be installed as part of the future stadium improvements project. (Refer to supporting documentation, attached hereto.)

Amount Requested: **DEDUCT \$274.00**
Days Requested: **0 days**

Change Order Request No.6

Extension of time, due to delays associated with the 3rd party Code Review and LASFM Modular Building Review. Both review entities have backlog related to the high number of submittals (state-wide), resulting in longer than normal turn-around. These delays are deemed to be beyond the control of the Contractor and his Pressbox Supplier. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD \$0.00**
Days Requested: **36 days**

**CPSB Project No. 2017-07PC
CEH Project # 1708
DeQuincy High School Press Box
Calcasieu Parish School Board
Change Order No.2 - Recap**

**June 27, 2018
Page 2 of 2**

**Total Contract Amount modification recommended
for Change Order No. 2**

ADD \$6,061.00

**Total Contract Time modification recommended
Change Order No. 2**

43 days

RECOMMENDATION OF ACCEPTANCE

Dated: **May 30, 2017**

Project No.: **Calcasieu Parish School Board – Project No. 2017-07PC
Champeaux Evans Hotard - Project No. 1708**

Project Name: **DeQuincy High School Press Box**

Architect: **Champeaux Evans Hotard,
702 Dr. Michael DeBakey Drive
Lake Charles, LA 70601**

Contractor: **John D. Myers & Associates, Inc.
3613 Ryan Street
Lake Charles, LA 70605**

Owner: **Calcasieu Parish School Board
c/o Planning & Construction Department
3800 Mallard Cove Drive
Lake Charles, LA 70615**

I hereby certify that, to the best of my knowledge and belief, this project is complete or substantially complete, in accordance with the plans and specifications to a point that it can be used for the purpose intended, and I hereby recommend that this project be accepted.

Date of Acceptance by Architect: **May 30, 2018**

Contract Date of Completion: **May 30, 2018**

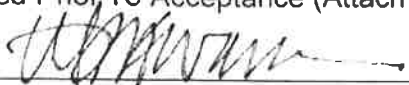
Number of Days Over Run / Under Run: **Zero (0)**

Liquidated Damages Per Day Stipulated in Contract: **\$300.00 / day**

Value of Punch List (Itemized List Attached): **\$12,375.00**

Was Part of the Project Occupied Prior To Acceptance: **No**

Portion Occupied Prior To Acceptance (Attach Beneficial Occupancy Forms): **Not Applicable**

Accepted: 
Champeaux Evans Hotard, APAC

For Use By Owner:

I concur in the Acceptance of this project: _____
Calcasieu Parish School Board

Item 11. F.

RECOMMENDATION OF ACCEPTANCE

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

DATE: May 18, 2018

PROJECT NO: 2018 - 08PC

PROJECT NAME: College Street Vocational Center Plumbing/Electrical Shop Upgrade,
726 E College Street, Lake Charles, LA

DESIGNER: Brossett Architect, LLC, 414 Pujoe Street, Lake Charles, LA

CONTRACTOR: Sam Istre Construction Company, LLC, 1869 Easy Street, Lake
Charles, LA

OWNER: Calcasieu Parish School Board

I certify that, to the best of my knowledge and belief, this project is complete or substantially complete in accordance with the Plans and specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: May 17, 2018

CONTRACT DATE OF COMPLETION: May 17, 2018

NUMBER OF DAYS (~~Overrun~~) (~~Underrun~~) (As of Acceptance Date) 0

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ 800.00

VALUE OF PUNCH LIST (Attach Itemized List) \$ 12,750.00

Was part of project occupied prior to Acceptance: No

PORTION OCCUPIED: Attach Beneficial Occupancy Forms

Signed



ARCHITECT

I concur in the Acceptance of this project:

Signed

CALCASIEU PARISH SCHOOL BOARD

CHANGE ORDER

Item 11. G. (Options 1 & 2)

Change Order No.: 01 (Option 1)

Date: June 1, 2018

Contract Date: March 14, 2018

Project: Calcasieu Parish School Board
Limestone Stacking Drive At
A.A. Nelson Elementary School
1001 Country Club Road
Lake Charles, LA 70605

Project No.: Calcasieu Parish School Board – Project No. 2017-12PC
Champeaux Evans Hotard - Project No. 1708

To: Merrick, L.L.C.
1332 Front Street
Cottonport, LA 71327

You are directed to make the following change(s) in this Contract:
(Attach Itemized Recap Sheet)

The Original Contract Sum	\$705,968.00
Net Change by Previous Change Order	<u>\$0.00</u>
Contract Sum Prior to this Change Order	\$705,968.00
Contract Sum will be <u>increased</u> by this Change Order	<u>\$109,452.29</u>
New Contract Sum Including this Change Order	\$815,420.29

Contract Time will be increased by:

0 Days

Revised Contract Completion Date:

September 8, 2018 ***

*** Note: Per the requirements of the Contract, the stacking road (including the added asphalt paving) must be useable by the Owner no later than Monday, August 13, 2018

RECOMMENDED

ACCEPTED

APPROVED

Champeaux Evans
Hotard, APAC
(DESIGNER)

Merrick, L.L.C.

(CONTRACTOR)

Calcasieu Parish
School Board
(OWNER)

702 Dr. Michael DeBakey Dr.
Lake Charles, LA 70601
70602

1332 Front Street
Cottonport, LA 71327

P. O. Box 800
Lake Charles, LA

By: _____

By: _____

By: _____

Dated: _____

Dated: _____

Dated: _____

CHANGE ORDER

Change Order No.: 01 (Option 2)

Date: June 1, 2018

Contract Date: March 14, 2018

Project: **Calcasieu Parish School Board
Limestone Stacking Drive At
A.A. Nelson Elementary School
1001 Country Club Road
Lake Charles, LA 70605**

Project No.: **Calcasieu Parish School Board – Project No. 2017-12PC
Champeaux Evans Hotard - Project No. 1708**

To: **Merrick, L.L.C.
1332 Front Street
Cottonport, LA 71327**

You are directed to make the following change(s) in this Contract:
(Attach Itemized Recap Sheet)

The Original Contract Sum	\$705,968.00
Net Change by Previous Change Order	<u>\$0.00</u>
Contract Sum Prior to this Change Order	\$705,968.00
Contract Sum will be increased by this Change Order	<u>\$138,014.01</u>
New Contract Sum Including this Change Order	\$843,982.01

Contract Time will be **increased** by: 0 Days
Revised Contract Completion Date: September 8, 2018 ***

*** Note: Per the requirements of the Contract, the stacking road (including the added asphalt paving) must be useable by the Owner no later than Monday, August 13, 2018

RECOMMENDED

ACCEPTED

APPROVED

**Champeaux Evans
Hotard, APAC
(DESIGNER)**

**Merrick, L.L.C.

(CONTRACTOR)**

**Calcasieu Parish
School Board
(OWNER)**

**702 Dr. Michael DeBakey Dr.
Lake Charles, LA 70601
70602**

**1332 Front Street
Cottonport, LA 71327**

**P. O. Box 800
Lake Charles, LA**

By: _____

By: _____

By: _____

Dated: _____

Dated: _____

Dated: _____



Date: **June 1, 2018**
To: **Calcasieu Parish School Board
Planning & Construction Department**
Attn.: **Harold Heath, Construction Manager**
From: **Champeaux Evans Hotard, APAC
Brad Evans**
Re: **Calcasieu Parish School Board
Limestone Stacking Drive At
A.A. Nelson Elementary School
1001 Country Club Road
Lake Charles, LA 70605**

Change Order No. 1 – Recap

Change Order Request No.1 (Option 1)

Furnish and install 3" asphalt paving at the new drive and stacking lanes, along with associated lane striping, and related work. Note that 3" of asphalt is the minimum thickness recommended by the Geotechnical Engineer for light-duty (passenger vehicles only) paving. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD \$109,452.29**
Days Requested: **0 days ***
*** if approved at the Board Meeting, June 12, 2018**

- OR -

Change Order Request No.1 (Option 2)

Install 4" asphalt paving at the new drive and stacking lanes, along with associated lane striping, and related work. Note that 4" of asphalt is the minimum thickness recommended by the design team for medium-duty (passenger vehicles + occasional larger vehicles, busses, etc.) paving. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD \$138,014.01**
Days Requested: **0 days ***
*** if approved at the Board Meeting, June 12, 2018**

**Total Contract Amount modification recommended
for Change Order No. 1**

*** To Be Determined ***

**Total Contract Time modification recommended
Change Order No. 1**

0 days