
Pursuant to LRS 42:19A (1)
any matter not on the published agenda
may be taken up by board only upon
unanimous approval of the members
present.
An individual wishing to place a matter
on the agenda shall submit a request to
the
Superintendent at least eight (8) days
prior to the meeting date, stating the nature
of the matter and the time required to
present it. (CPSB Policy File: BCBI)

AGENDA
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET
LAKE CHARLES, LOUISIANA
Tuesday, May 8, 2018

1. **Prayer** – Glenda Gay
2. **Pledge of Allegiance** – Renee Simien, LaGrange High School
3. **Roll Call**
4. **Approval of Minutes**
 - A. April 17, 2018
5. **Presentations**
 - A. LaGrange University students, winners of Seed Center Entrepreneur Contest/Adrian Wallace, Seed Center
 - B. 2017-2018 Calcasieu Parish Students of the Year/Matt Rion/ College Programs Administrator
 - C. 2017-2018 Calcasieu Parish Teachers of the Year/Matt Rion/College Programs Administrator
 - D. 2017-2018 Calcasieu Parish Principals of the Year/Matt Rion/College Programs Administrator
 - E. 2017-2018 Calcasieu Parish Counselors of the Year/Tony McCardle/Director, Career and Technical Education
 - F. Presentation of Nationally Board Certified Teachers/Tommy Campbell/CAO
6. **Superintendent's Report**
7. **Executive Session**

(None)
8. **Committee Reports**

(None)

9. Take Appropriate Action

- A. Approval of Resolution to employ special counsel regarding opioid epidemic class action litigation (*Draft subject to attorney approval*)
- B. Approval of lease and recreational use agreement with Louisiana Department of Wildlife and Fisheries for Sabine Refuge 16th Section property
- C. Approval of Summer Feeding Program agreement with Calcasieu Parish Police Jury (*Draft subject to attorney approval*)
- D. Approval of Summer Food Service Program agreement with City of Lake Charles
- E. Approval of new Science Resources purchase
- F. Approval of non-disturbance agreement with Chennault International Airport Authority and lessee Rampart Completions, LLC

10. Bid Reports

- A. Bid #2019-01 – Janitorial Supplies/General Funds
- B. RFP 2019-24 – Staff Uniform Rental & Laundry Service/General Funds
- C. Bid #2019-21 – Bulk and Container Oils/General Funds
- D. Bid #2019-17 – Automotive Batteries/General Funds
- E. Bid #2018 -15 PC -Phase 1 – Roofing Replacement, J.D. Clifton Elementary, SD#31 Bond Funds
- F. Bid #2018-16PC- Phase 1- Roofing Replacement, R.D. Molo Middle School, SD #31 Bond Funds

11. Permission to Advertise

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

12. Correspondence

- 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.
- 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.
- C. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, LeBleu Elementary School
- D. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, Iowa Middle School
- E. Beneficial Occupancy, Phase X, Classroom Pods, Riverboat Funds, Iowa High School
- F. Recommendation of Acceptance for Gillis Elementary, Drainage Improvements

13. Condolences/Recognitions

14. Schedule Committees

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

15. Adjourn Meeting

APRIL 17, 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, April 17, 2018, at 5:00 p.m.

The meeting was called to order by Mack Dellafosse, President. The prayer was led by Fred Hardy. The Pledge of Allegiance was led by Abigail Fruge, as student at Sulphur High School.

ROLL CALL

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

Mr. Smith and Mr. Guidry were absent.

Mr. Dellafosse moved item #6, Superintendent's Report, to follow item #4, Approval of Minutes.

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:

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

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

Program Governance

Policy Council meeting was held on March 19, 2018. The following items were approved:
February 19th Policy Council Minutes

February's Director's Report
February's Attendance Report
February's Financial Report
In-Kind Policy Manual
2018 Criteria for Selection

Head Start transition opportunities were held at all sites. Parents were given an opportunity to complete their child's Coordinated Enrollment Application for PK4.

For the 2018-2019 Round 1 Coordinated Enrollment, there were 283 applicants for the Head Start program.

Program Operations

Enrollment – 449

3. I would like to report our current sales tax numbers for our general fund which show March, 2018, collections at \$2,510,103 or 21.8 % above budget for the ninth month of the 2017-2018 year.

Collections are \$693,124 or 5.2 % above collections for the same month last year.

Collections for the 2017-2018 year after nine months are \$40,346,570 or 35.7 % over budget and \$38,724,008 or 33.8 % over the same time period last year.

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

5. NASSP, the National Association of Elementary School Principals, and the American Federation of School Administrators have declared the week of April 9-13, 2018, as National Assistant Principals Week to honor and recognize the contributions of assistant principals to the success of students in schools across the United States. At this time, I would like to recognize Mr. Tony Guillory from the Calcasieu Parish Police Jury, as he presents a Proclamation by the Police Jury, recognizing the week of April 9-13, 2018, as National Assistant Principal Week. Mr. Owen Clanton, Principal of F.K. White Middle School, will then recognize any assistant principals here with us tonight.

6. We have another special guest with us tonight that I guarantee you will be excited to hear from. I would like to invite Mr. Barrentine, Principal of Sulphur High School, as he makes a special presentation of a \$175,000 payment towards the loan for artificial turf at Sulphur High School.

PRESENTATIONS

- A. Jamey Rasberry, Director of LCMH Sports Medicine, presented the quarterly report.
- B. Presentation of student art winners/Dr. Dan Vidrine

APRIL 17, 2018

Nikki Gray, Sam Houston High School and Daylin Braxton, Pearl Watson Elementary
C. Presentation of student handwriting winners/Greg Thomas, Zaner-Bloser/all from T.S. Cooley Elementary

Sabella Nguyen, Kindergarten; Mia Manuel, 1st Grade; Clara-Marie Vieira, 2nd Grade, Louisa Rossowski, 5th Grade

D. Presentation of Varsity Quiz Bowl winners/Tonya Moak, Sponsor

Cecile Girard, Barbe High School; Trey Gregory, Sulphur High School; Jordan Mouton, Jordan Savoie, Sulphur High School

EXECUTIVE SESSION

Settlement of Worker Compensation Claim # 6442846/Wes Romero, Attorney

On a motion by Mr. Hayes and a second by Mr. Hardesty, the Board adjourned into Executive Session at 5:36 p.m. on a unanimous vote. The Board returned to Regular Session at 5:40 p.m. on a motion by Mr. Tarver and a second by Mr. Hardy.

Mr. Hardy offered a motion, seconded by Mr. Hardesty, to approve settlement of worker compensation claim #6442846. The motion carried unanimously.

COMMITTEE REPORTS

A. Budget Committee, March 27, 2018/Damon Hardesty, *Chair*

Mr. Hardesty gave the following report:

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Tuesday, March 27, 2018, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer was led by Alvin Smith and the pledge also by Alvin Smith. A quorum was present.

Present: Damon Hardesty, Chairman, John Duhon - Vice Chairman, committee members Annette Ballard, Glenda Gay, Fred Hardy, Eric Tarver, Chad Guidry and the secretary, Wilfred Bourne. Other Board members present were Mack Dellafosse, Russell Castille, Ron Hayes, Alvin Smith and Wayne Williams.

Committee members absent: Aaron Natali and Dean Roberts

Mr. Hardesty called the meeting to order.

Mr. Mack Dellafosse requested a motion to amend the agenda by adding item #7; R3 Zone

Director salary.

On a motion by John Duhon and seconded by Ron Hayes; the committee voted unanimously to add the item.

Mr. Bourne presented the first item on the agenda – 2017-2018 General Fund Budget Revision #2. Budget revision #2 includes Revenues and Other Sources of Funds of \$369,642,025, an increase of \$39,475,469, and Expenditures and Other Uses of Funds of \$358,159,649, an increase of \$24,049,791, over revision #1. Budget revision #2 projects a current surplus of \$11,482,376 resulting in an unassigned fund balance of \$36,917,077 or 9.99% of projected revenues. Mr. Bourne also noted that in accordance with recent Board action, the unassigned fund balance was 10.31% of projected expenditures.

On a motion by Eric Tarver, seconded by Mack Dellafosse it was recommended that General Fund Budget Revision #2 for 2017-2018 be approved as presented. The motion passed.

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

Next, Mr. Bourne discussed the option to sell 6.7 acres on the west end of Cypress Cove Elementary campus to Entergy. Entergy would install a substation to provide sufficient power to the area. The preliminary offer for the property is \$40,000 per acre for a total of \$268,000. In addition, Entergy will relocate the Sulphur High Ag barn and associated access road that is on the property at their cost.

A motion was made by Fred Hardy, seconded by Mack Dellafosse to approve to engage a realtor to negotiate the sale and authorize Board President to execute any and all documents associated with the sale. After discussion, it was felt that the property may be needed for a future school campus. The motion failed on a unanimous vote.

Mr. Bourne then presented a request to purchase a corner lot across from Sulphur High School – 311 Pine Street, which would allow for expansion of facilities. The appraised value of the property is \$135,000 and would be purchased with Riverboat funds.

A motion was made by Billy Breaux, and seconded by Russell Castille to approve the purchase. The motion passed.

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

The next item on the agenda was employee count data. This information will be reported periodically to the board or when requested. The current number of active employees as of March 9, 2018, was 4,987. The active number of employees fluctuates from day to day.

This was for information only and did not require a motion for action.

Next, Mr. Bourne presented a current update on the status of Pod Project #10. Three Pods are completed, one is near completion, seven are in some stage of progress, one has the slab poured and one will not start until the completion of the first Pod at the same location.

The next item presented was a three year renewal contract with our current external auditors, Postlewaite & Netterville.

A motion was made by Mack Dellafosse, and seconded by Ron Hayes to approve the contract renewal. The motion passed.

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

The last item was the R3 Zone Director's salary. Mr. Bruchhaus made a presentation based on the discussion by the Board members from a previous meeting at the Sced Center. In order to advertise for applicants with maximum experience and qualifications, a negotiated salary with a maximum of \$130,000 was suggested.

On a motion by Mack Dellafosse and seconded by Ron Hayes to approve the offering of a maximum salary of \$130,000 based on experience and qualifications. The motion passed with a unanimous vote.

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

There being no further business to discuss, on motion by Eric Tarver and seconded by Mack Dellafosse, the committee adjourned the meeting at 6:43 p.m.

B. C&I Committee, March 27, 2018/Annette Ballard, *Chair*

Mrs. Ballard gave the following report:

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, March 27th, 2018 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

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

Other Board Members Present: Eric Tarver, Damon Hardesty, Chad Guidry, and Billy Breaux.

Committee Members Absent: Mack Dellafosse, Dean Roberts, Aaron Natali and Ron

Hayes.

The C&I Committee Meeting was called to order at 6:49 pm. by Annette Ballard, Chairman. A quorum was present.

Mr. Campbell introduced the first item on the agenda, request for approval of the Textbook Adoption Committee recommendations for Career and Technical resources for the 2018-19 school year.

A motion was made by Mr. Tarver and seconded by Mr. Castille to accept the Textbook Adoption Committee recommendations for Career and Technical resources for 2018-2019. After questions were fielded by staff the motion was voted on and carried.

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

The next agenda item presented by Mr. Campbell was the request for approval of the recommendation to create an Online Virtual School at LCBA Campus that would target current Home Study students who qualify.

Mr. Campbell introduced Robert Pete; Administrative Director of High Schools who read a brief summary on the Virtual School recommendation.

A motion was made by Mr. Guidry and seconded by Mr. Tarver to accept the recommendation to create an Online Virtual School at LCBA for Home Study students who qualify.

After brief discussion, the motion was voted and carried unanimously.

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

There being no further business to discuss, Mrs. Ballard requested a motion to adjourn at 7:17 p.m. which was offered by Mr. Hardy and seconded by Mr. Tarver.

TAKE APPROPRIATE ACTION

Mr. Dellafosse read the following items:

A. Approval of Cooperative Endeavor Agreement with the State of Louisiana and Workforce Development Board (This agreement is available for viewing as a hardcopy in the official Minutes at 3310 Broad Street.)

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

B. Approval of Calcasieu Parish Head Start Non-Federal Share Manual

(This agreement is available for viewing as a hardcopy in the official Minutes at 3310 Broad Street.)

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

C. Approval of Calcasieu Parish School Board Early Childhood Department Head Start Eligibility Criteria

Calcasieu Parish School Board Early Childhood Department
Head Start Eligibility Criteria
2018 – 2019

Income Point Value

SSI/TANF/Homeless/Foster Care 200 points

Age Point Value

3 years old by September 30th 60 points

Disabilities Point Value

Students with Disability 180 points

Income Ranges Point Value

< or = to 100% of poverty 50 points

101-130% of poverty 15 points

131+% of poverty 0 points

Family/Household Factors Point Value

Teen Parent Household 70 points

One Parent Household 70 points

Two Parent Household 50 points

Guardian with Provisional custody 80 points

Employment/School Point Value

Employed full-time 50 points

Recently Unemployed 50 points

Parent in school full-time 50 points

Parent presently or previously in the military 10 points

Parent has less than a GED or high school diploma 50 points

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

D. Approval of Contract Renewals for 2018 Expirations

2018 Expirations

CONTRACTED EMPLOYEE	EXPIRATION DATE	LOCATION
PRINCIPALS		
Adaway, Nicole	7/31/2018	M.J. Kaufman Elementary
Alcock, Emily	7/31/2018	T.S. Cooley Elementary
Anderson, Shonna	7/31/2018	Molo Middle
Barrentine, Robert	7/31/2018	Sulphur High
Baynes, Sam	7/31/2018	LaGrange High
Brinkley, Brad	7/31/2018	Maplewood Elementary
Caldarera, Frank	7/31/2018	S.P. Arnett Middle
Caldwell, Adam	7/31/2018	A.A. Nelson Elementary
Clanton, Owen	7/31/2018	F.K. White Middle
Coleman, Felicia	7/31/2018	Positive Connections
David, Joseph	7/31/2018	LeBlanc Middle/Drost
Doyle, Denise	7/31/2018	DeQuincy Middle
Garrick, Debora	7/31/2018	Ralph Wilson Elementary
Godfrey, Phyllis	7/31/2018	T.H. Watkins Elementary
Granger, Gena	7/31/2018	Vinton Middle
Guillory, Shaunte'	7/31/2018	Pearl Watson Elementary
Hamilton, Lynn	7/31/2018	Cypress Cove Elementary
Harvey, Ronnie	7/31/2018	CPAS
Heinen, Eric	7/31/2018	Vinton High
Jackson, Willona	7/31/2018	College Oaks Elementary
Juneau, Michael	7/31/2018	Henry Heights Elementary
Kay, Dea Anne	7/31/2018	W.T. Henning Elementary
Lopez, Carmen	7/31/2018	LeBleu Settlement Elementary
Miller, Anya	7/31/2018	J.J. Johnson Elementary
Nunez, Scott	7/31/2018	Bell City High
Ortego, Julie	7/31/2018	Prien Lake Elementary
Savoy, Tim	7/31/2018	Gillis Elementary
Schooler, Patricia	7/31/2018	J.I. Watson Elementary

Shelton, Carol	7/31/2018	DeQuincy Elementary
Shelton, Jacqueline	7/31/2018	Washington Marion High
Smith, Cary	7/31/2018	Starks High
Smith, Mildred	7/31/2018	Combre-Fondel Elementary
St. Mary, Shaalom	7/31/2018	Oak Park Elementary
Sylvest, Dan	7/31/2018	W.W. Lewis Middle
Yellott, Randy	7/31/2018	Barbe High

ASSISTANT PRINCIPALS

Askew, Kashia	7/31/2018	Gillis Elementary
Barrentine, Dielle	7/31/2018	Sulphur High 9th
Bertrand, Lori	7/31/2018	St. John Elementary
Brady, Melanie	7/31/2018	Gillis Elementary
Cobian, Jose	7/31/2018	Oak Park Middle
Comeaux, Lindsey	7/31/2018	Dolby Elementary
Conrad, Mari-Scott	7/31/2018	Sam Houston High
Deason, Jill	7/31/2018	Kaufman Elementary
Doucet, Jeremy	7/31/2018	Drost Special School
Foolkes, Jason	7/31/2018	Bell City High
Fralick, Melina	7/31/2018	T.S. Cooley Elementary
Freeman, Ezola	7/31/2018	Pearl Watson Elementary
Fultz, Michael	7/31/2018	W.W. Lewis Middle
Gates, Robert	7/31/2018	Barbe High
Giffin, Lauren	7/31/2018	Maplewood Middle
Goodly, Jerome	7/31/2018	Barbe High
Guillory, Julian	7/31/2018	F.K. White Middle
Heckard, Kathy	7/31/2018	Washington Marion High
Jones, Zach	7/31/2018	DeQuincy High
Landry, Kyle	7/31/2018	S.P. Arnett Middle
LeBleu, Shelley	7/31/2018	Iowa High
LeJeune, Renee	7/31/2018	S.J. Welsh Middle
Leonards, Jason	7/31/2018	Bell City High

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Litton, Anthony	7/31/2018	F.K. White Middle
McGee, Carl	7/31/2018	Westlake High
Meche, Susan	7/31/2018	LCB Academy
Mhire, Shonda	7/31/2018	College Oaks Elementary
Nash, Abraham	7/31/2018	Washington Marion High
Norris, Odis	7/31/2018	LaGrange High
Patton, Andy	7/31/2018	Sulphur High
Pool, David	7/31/2018	Sam Houston High
Pousson, John	7/31/2018	DeQuincy Middle
Reed, Stacie	7/31/2018	J.I. Watson Elementary
Robertson, Ruth	7/31/2018	W.T. Henning Elementary
Sellers, Melissa	7/31/2018	W.W. Lewis Middle
Stephens, Anthony	7/31/2018	S.J. Welsh Middle
Sutton, Carmen	7/31/2018	Barbe High
Thigpen, Jeremy	7/31/2018	Starks High
Unkel, Jesse	7/31/2018	Washington Marion High
VanMetre, Amanda	7/31/2018	Vinton High
Vincent, Casey	7/31/2018	Moss Bluff Middle
Ware, Jaclyn	7/31/2018	Cypress Cove Elementary
Williams, Shanice	7/31/2018	LaGrange High

SUPERVISORS

Broussard, Kim	6/30/2018	CWA
Fuselier, Jeremy	6/30/2018	SPED
Hardy, Melinda	6/30/2018	Personnel
Hill, Wendy	6/30/2018	SPED
Hunter, Lawrence	6/30/2018	Personnel
LeBlanc, James	6/30/2018	CWA
McDonald, Eric	6/30/2018	CWA
Vail, Richard	6/30/2018	Federal Programs
Vidrine, Dan	6/30/2018	C&I - Art Dept.

DIRECTORS

Fontenot, Mary	6/30/2018	Transportation
Foster, Wayne	6/30/2018	Internal Auditing
Hebert, Tammy	6/30/2018	High School Dept.
Joubert, Michelle	6/30/2018	Early Childhood
LeLeux, Keith	6/30/2018	CWA
Michalko, Paula	6/30/2018	MIS
Reado, George	6/30/2018	C&I - Elementary Dept.
Tyree, Kimberly	6/30/2018	Sales Tax

CHIEF OPERATING OFFICER

LaFargue, Shannon 6/30/2018

CHIEF FINANCIAL OFFICER

Bourne, Wilfred, Jr. 6/30/2018

CHIEF ACADEMIC OFFICER

Campbell, Tommy 6/30/2018

CHIEF TECHNOLOGY OFFICER

Abshire, Sheryl 6/30/2018

RISK MANAGER

Giardina, Skylar 6/30/2018

ADMINISTRATIVE DIRECTORS

Pete, Robert 6/30/2018 C&I - High School

ADMINISTRATIVE COORDINATOR

Williams, Karen 6/30/2018 A/P/Gifted/Talented/REACH

COORDINATOR

Collins, Terry 6/30/2018 Teacher/Leader Support

CONSTRUCTION MANAGER

Heath, Harold 6/30/2018

MAINTENANCE PLANNER

Brown, Kenny 6/30/2018

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

E. Approval of Resolution to retain outside special counsel, Stutes & Lavergne Law Firm, regarding tax appeal by Mortensen Woodwork, Inc.

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;

WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by Mortensen Woodwork Inc.;

WHEREAS, Mortensen Woodwork Inc. has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, subject to the Attorney General Fee Schedule.

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

BID REPORTS

Mr. Dellafosse read the following items:

A. DeQuincy High School Auditorium Roof Replacement, General Funds
 Bid Number 2018-18PC

DATE: April 13, 2018

DESCRIPTION:

DeQuincy High School Auditorium Roof Replacement

FUNDS: General Funds

BID NUMBER: 2018-18PC

DESIGNER: Champeaux.Evans.Hotard
 Architects, APAC

CONTRACTOR	BASE BID
Daughdrill General Contracting and Roofing Company, Inc.	Not Read
Fergusson Roofing Company, Inc.	No Bid
Industrial Roofing & Construction ,LLC	No Bid
Melissa Prejean Company LLC	No Bid
Morcore Roofing, LLC	\$400,000.00
Pat Williams Construction	\$419,000.00
Central Auction House	No Bids

The Committee recommends award of the contract to:

Pat Williams Construction LLC

(Base Bid) in the amount of:

Four Hundred Nineteen Thousand Dollars and no/100

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as the lowest qualified bidder meeting specifications.

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

B. Brenda Hunter Head Start Improvements- Phase I/ SD#31 Bond Funds

DATE: April 10, 2018

DESCRIPTION:

Brenda Hunter Head Start-Improvements- Phase 1

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2018-13PC

DESIGNER: Moss Architects, Inc.

CONTRACTOR	BASE BID
Gunter Construction	\$492,000.00
John D. Myers & Associates	\$491,300.00
Kraus Construction	No Bid
New Start Builders, LLC	No Bid
Pat Williams Construction	\$492,000.00
Shannon Smith Construction	No Bid
Central Auction House	No Bid

The Committee recommends award of the contract to:

John D. Myer & Associates

(Base Bid) in the amount of:

Four Hundred Ninety - One Thousand Three Hundred Dollars and No/100

as the lowest qualified bidder meeting specifications.

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

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C. Combre-Fondel Elementary School Improvements – Phase I/SD#31 Bond Funds

DATE: April 11, 2018

DESCRIPTION:

Combre-Fondel Elementary - Improvements- Phase 1

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2018-14PC

DESIGNER: Moss Architects, Inc.

CONTRACTOR	BASE BID
Gunter Construction	\$185,000.00
John D. Myers & Associates	\$193,300.00
Kraus Construction	No Bid
New Start Builders, LLC	No Bid
Pat Williams Construction	\$190,000.00
Shannon Smith Construction	No Bid
Ed Chachere Construction	No bid
Central Auction House	No Bid

The Committee recommends award of the contract to:

Gunter Construction

(Base Bid) in the amount of:

One Hundred Eighty- Five Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

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

D. Bid 2019-06 – Grass Cutting Services/General Funds

BID 2019-06 – GRASS CUTTING SERVICES was opened on March 14, 2018 @ 10:00AM

BIDS WERE SENT TO THE FOLLOWING:

- DC Lawn & Landscape
- HD Services of DeQuincy
- Hicks Enterprises
- Landscape Management
- Smith's Lawn Care
- Tender Care Lawn
- Titan Sales & Service

BID RESULTS AS FOLLOWS:

Group 1	Titan Sales & Service	\$369.00 per group cut
Group 2	AK Lawn	\$520.00 per group cut
Group 3	AK Lawn	\$460.00 per group cut
Group 4	Titan Sales & Service	\$370.00 per group cut
Group 5	Titan Sales & Service	\$445.00 per group cut
Group 6	AK Lawn	\$845.00 per group cut
Group 7	AK Lawn	\$790.00 per group cut
Group 8	AK Lawn	\$975.00 per group cut
Group 9	AK Lawn	\$675.00 per group cut

THE STAFF RECOMMENDS AWARDING AS INDICATED AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS IN THE AMOUNT OF \$217,960.00 BASED ON APPROXIMATELY 40 CUTS PER YEAR

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

E. Bid 2019-07 – Copy Paper/General Funds

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BID 2019-07 – COPY PAPER was opened on March 21, 2018 @ 10:00AM

BIDS WERE SENT TO THE FOLLOWING:

Economical Janitorial
Office Depot
Premier Paper
Staples
Veritiv

BID RESULTS AS FOLLOWS:	<u>8-1/2 X 11</u>	<u>8-1/2 X 14</u>
Contract Paper Group	\$24.50	\$37.00
Economical	\$25.10	\$32.30
School Specialty	\$28.95	\$42.59
Veritiv	\$24.95*	\$34.35*

The staff recommends awarding to Veritiv (*claiming 10% Louisiana Preference) as the lowest responsible responsive bidder in the amount of \$400,263.00.

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

F. Bid 2019-09 – Waste Disposal Services/General Funds

BID 2019-09 – WASTE DISPOSAL SERVICES was opened on March 29, 2018 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

Parish Disposal Industries
Republic Services
South Point Services
Southern Solid Waste
Waste Management

BID RESULTS AS FOLLOWS:	Daily Rate
Republic Services	\$1397.80
Southern Solid Waste	\$ 528.29
Waste Management	\$ 766.18

The staff recommends awarding Southern Solid Waste as the lowest responsible responsive bidder.

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

G. Bid 2019-10 – Fire Alarm Inspections/General Funds

BID 2019-10 – FIRE ALARM INSPECTIONS was opened on March 22, 2018 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

- Allied Systems
- Louisiana Special Systems
- Siemens
- Simplex Grinnell
- Sylvan Special Systems

BID RESULTS AS FOLLOWS:	Inspections	Hrly Repair (straight time)	Hrly Repair (overtime)	Call Out Fee	Truck Fee
LA Special Systems	\$47,650.00	\$115.00	\$150.00	\$115.00	\$40.00
Sylvan Special Systems	\$48,680.00	\$ 95.00	\$142.50	no charge	no charge

The staff recommends awarding Sylvan Special Systems as the lowest responsible responsive bidder.

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

H. Bid 2019-13 - Official Advertising Journal/General Funds

BID 2019-13 - OFFICIAL ADVERTISING JOURNAL was opened on March 21, 2018 @ 10AM

PRICING WAS REQUESTED FROM THE FOLLOWING:

- American Press
- Southwest Daily News

RESULTS AS FOLLOWS:	Electronic	Non-Electronic
American Press	\$5.50/sq inch	\$5.75/sq inch

THE STAFF RECOMMENDS AWARDING AMERICAN PRESS AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

PERMISSION TO ADVERTISE

Mr. Dellafosse read the following items:

A. Pest Control Services/Maintenance Department/General Funds

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

B. Purchase and Installation of Cameras/Fund source, \$50 million capital project allocation

Mr. Hardesty offered a motion to approve, with a second by Mrs. Ballard. Mr. Hardesty then offered a motion to postpone this item, with a second by Mr. Hardy.

After much discussion, the question was called by Mr. Breaux to cease discussion. There was a second by Mr. Tarver. The motion carried to cease discussion.

On a roll call vote to defer this item until the next meeting, the motion to postpone failed on a tie vote of 6-6.

No: Mrs. Ballard, Mr. Breaux, Mr. Castille, Mr. Duhon, Mr. Roberts, Mr. Tarver
Yes: Mr. Dellafosse, Mrs. Gay, Mr. Hardesty, Mr. Hardy, Mr. Natali, Mr. Williams

After much more discussion, Mr. Hardesty called the question, with a second by Mr. Tarver. The motion carried to cease discussion.

On a roll call vote for the original motion to purchase and install cameras using the capital project allocation, the motion carried on vote of 8-4.

No: Mrs. Gay, Mr. Hardesty, Mr. Hardy, Mr. Williams
Yes: Mrs. Ballard, Mr. Breaux, Mr. Castille, Mr. Dellafosse, Mr. Duhon, Mr. Natali, Mr. Roberts, Mr. Tarver

CORRESPONDENCE

Mr. Dellafosse read the following items:

A. Beneficial Occupancy for Project 2017-05PC, “Classroom Pods- Phase X, Positive Connections, South Pod,” Riverboat Funds; Champeaux, Evans, Hotard, Architects; Miller & Associates, Contractor.

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

B. Change Order Number One (1) 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 \$1,599.00.

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

CONDOLENCE/RECOGNITION

SCHEDULE COMMITTEES

Budget Committee.....May 15, 2018, 5:00 p.m.

APRIL 17, 2018

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. Breaux and a second by Mr. Duhon, the meeting was adjourned at 6:43 p.m.

Mack Dellafosse, President

Karl Bruchhaus, Secretary

COOPERATIVE ENDEAVOR AGREEMENT TO ENGAGE OUT OF SCHOOL YOUTH

This Cooperative Endeavor Agreement ("Agreement") is entered into by and between the Calcasieu PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana ("School Board"), and Workforce Development Board, SDA-83, Inc. ("WDB"). This Agreement is effective on the 17th day of April, 2018.

RECITALS

WHEREAS, under the Workforce Innovation and Opportunities Act of 2014, codified at 29 U.S.C. 3101 et seq. (hereinafter the "WIOA"), WDB is responsible for administering, inter alia, youth services to eligible out of school youth, ages 16-24, in Calcasieu Parish; and

WHEREAS, the legal definition of an out of school youth under the WIOA is a person who, at the time of enrollment, is aged 16-24, not attending any school, and meets one or more of the following conditions: (1) a high school drop-out; (2) Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter; (3) Recipient of a secondary school diploma or its recognized equivalent who is low-income and basic skills deficient or an English language learner; (4) Subject to the juvenile or adult justice system; (5) A homeless individual as defined in Violence Against Women Act (42 U.S.C. 14043e-2); (6) a homeless child or youth, runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement; (7) Pregnant or parenting; (8) An individual with a disability; or (9) Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment; and

WHEREAS, despite the School Board's best efforts to retain all students within the public school district, some students, nevertheless, withdraw from the school system; and

WHEREAS, the purpose of this voluntary, non-financial Agreement is to facilitate cooperation and coordination between the WDB and the School Board so that WDB can engage and provide opportunities and services for former students who become out of school youth.

THEREFORE, in consideration of their mutual obligations and commitments to serve out of school youth who have exited the school system, School Board and WDB agree as follows:

AGREEMENT

ARTICLE 1 RIGHTS AND OBLIGATIONS

- 1.1 Within fifteen days from the execution of this Agreement, WDB and the School Board shall appoint a liaison who shall represent each party in all dealings with the other. WDB agrees that all communications and transactions with the School Board shall be made solely through the School Board's appointed liaison. WDB shall not contact or communicate with any other School Board employee or student without the prior knowledge and consent of the School Board's liaison.
- 1.2 School Board, through its liaison, will identify and create a list of students at risk of dropping out of school or being expelled from the school system. This list shall contain (1) the student's name, or an identifier other than the student's name, (2) the name of the school the student currently attends, and (3) the last date that the student will remain in the school system. School Board shall maintain the list in-house and said list will not be subject to disclosure to WDB.
- 1.3 Once a student's last date in the school system is confirmed by the School Board, School Board will seek parental consent or the consent of the student (if the student is over the age of eighteen), to arrange a pre-counseling session between the student, the student's parents, and WDB. Under no circumstances will WDB seek to contact a student directly (i.e. not through the School Board's liaison) regarding their interest in WDB's programs and services. As an alternative to arranging a pre-counseling session, the School Board may provide an exiting student with informational literature or a flyer supplied by WDB. The purpose of the flyer will be to provide the exiting student with more specific information as to the services offered by WDB. The flyer will also contain the contact information for the WDB so that the exiting student can contact, and work with, WDB directly without any involvement on the part of the School Board.
- 1.4 If the School Board elects to arrange a pre-counseling session, WDB and the School Board agree that the purpose of the pre-counseling session is to inform the student and his/her parents of the services that can be provided to the student by WDB after the student exits the school system. The parties agree that at no point in time, will any student be encouraged to exit the system and both parties agree that it is in every student's best interest to remain in the school system.
- 1.5 Upon obtaining parental consent for a student's participation in a pre-counseling session, the School Board shall provide a suitable space for such session. The session shall occur on a date and time agreed to in advance by the School Board.

1.6 At the pre-counseling session, WDB shall conduct an initial assessment of the student's eligibility. Alternatively, if a student contacts WDB directly after receipt of a flyer, WDB shall work directly with the former student and their parent, without involvement of the School Board, to schedule an initial assessment for eligibility. Eligibility is based on age, income, and barriers to employment or education. Since "drop out" is a barrier listed in the WIOA, the student will automatically be eligible for WDB's services once the drop-out status becomes official.

- 1.7 Once a student has formally exited the school system and qualified as an out of school youth under the WIOA, WDB shall enroll the student for any services which the student desires to participate in. WDB acknowledges and agrees that the School Board does not approve, monitor, participate in, or have any control as to WDB's programs or services. As part of its enrollment process, WDB agrees to issue and collect an acknowledgment form, on which, each student's parent acknowledges that the School Board is in no way affiliated with or responsible for the WDB's programs or services provided to their child.
- 1.8 In connection with its services, WDB shall develop an Individualized Service Strategy (ISS) that establishes both short term and long term goals the program participant must work towards achieving. WDB will provide resources, to the extent allowable under WIOA and within its existing budget, to remove barriers preventing participant from achieving goals.
- 1.9 WDB will provide case management services to ensure participant's success in returning to school, obtaining a GED, obtaining employment, joining the military, or a combination thereof.
- 1.10 WDB agrees to provide status reports or service updates to the School Board, when requested, as to the number of former School Board students who have received services from WDB.

ARTICLE 2

TERM & TERMINATION

- 2.1 This Agreement shall terminate two years from the effective date of this Agreement. Upon written agreement signed by both parties, this Agreement may be renewed for additional increments of one year.
- 2.2 Upon thirty (30) days written notice, this Agreement may be terminated by any party at any time and for any reason, without penalty to the other party.

ARTICLE 3

MISCELLANEOUS TERMS

- 3.1 This Agreement may be modified only by written agreement signed by both the School Board and WDB.

- 3.2 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement.
- 3.3 If any part of this Agreement is found to be contrary to law, that part may be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect. The remaining terms of the Agreement shall be construed as far as is lawful and practicable to enforce the overall intent of the original agreement.
- 3.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated in the state district court in which the School Board is situated.

ARTICLE 4
STUDENT PRIVACY

- 4.1 WDB acknowledges that the personally identifiable information (“PII”) of any student is highly confidential. PII is defined as information about an individual that can be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to: (1) any information that can be used to distinguish or trace an individual’s identity such as full name, social security number, date and place of birth, mother’s maiden name, or biometric records, (2) any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information, and (3) two or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.
- 4.2 In the event WDB is provided with the PII of any student, WDB will maintain and keep such PII in accordance with the provisions of the attached addendum form.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement on the date set forth in the first paragraph.

Workforce Development Board, SDA-83, Inc.

By: _____

Name (Printed): _____

Title: _____

Calcasieu Parish School Board

By: _____
Name (Printed): _____
Title: _____

ADDENDUM TO CONTRACT

This Addendum to Contract ("Addendum") is entered into by and between the Calcasieu PARISH SCHOOL BOARD (hereinafter "School Board") and Workforce Development Board, SDA-83, Inc. (hereinafter "Vendor"). The Addendum is effective as of the 17th day of April, 2018.

During the 2014 Louisiana Legislative Session, the State of Louisiana enacted new laws governing the collection, disclosure and use of students' personally identifiable information. The new laws require that any contracts between a school system and a third-party, who is entrusted with personally identifiable information of any student, contain the statutorily prescribed minimum requirements as to the use of personally identifiable information. In order to comply with the requirements of the new laws, this Addendum and the terms contained herein are hereby incorporated into the agreement previously entered into between Vendor and the School Board, entitled COOPERATIVE ENDEAVOR AGREEMENT TO ENGAGE OUT OF SCHOOL YOUTH and dated 4-17-18 (the "Contract").

In accordance with La. R.S. 17:3914(F), Vendor agrees to protect personally identifiable information in a manner that allows only those individuals, who are authorized by Vendor to access the information, the ability to do so. Personally identifiable information should be protected by appropriate security measures, including, but not limited to, the use of user names, secure passwords, encryption, security questions, etc. Vendor's network must maintain a high level of electronic protection to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. The Vendor agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems. Vendor agrees to maintain secure systems that are patched, up to date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by Vendor to access personally identifiable student data, Vendor shall implement various forms of authentication to identify the specific individual who

is accessing the information. Vendor must individually determine the appropriate level of security that will provide the necessary level of protection for the student data it maintains. Vendor shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time.

Vendor shall implement appropriate measures to ensure the confidentiality and security of personally identifiable information, protect against any unanticipated access or disclosure of information, and prevent any other action that could result in substantial harm to the School Board or any individual identified by the data.

Vendor agrees that any and all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No School Board data, at any time, will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the vendor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the United States unless specifically agreed to in writing by the School Board.

Vendor agrees that any and all data obtained from the School Board shall be used expressly and solely for the purposes enumerated in the original Contract. Data shall not be distributed, used, or shared for any other purpose. As required by Federal and State law, Vendor further agrees that no data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties. Vendor shall not sell, transfer, share or process any student data for any purposes other than those listed in the Contract, including commercial advertising, marketing, or any other commercial purpose.

Vendor shall establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Vendor's response plan shall require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

Vendor shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. Vendor must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

Vendor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all

such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Vendor and the School Board. The confidentiality obligations shall survive termination of any agreement with Vendor for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the School Board.

Vendor acknowledges and agrees that unauthorized disclosure or use of protected information may irreparably damage the School Board in such a way that adequate compensation could not be obtained solely in monetary damages. Accordingly, the School Board shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor hereby waives the posting of a bond with respect to any action for injunctive relief. Vendor further grants the School Board the right, but not the obligation, to enforce these provisions in Vendor's name against any of Vendor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

Vendor agrees to comply with the requirements of La. R.S. 51:3071 *et seq.* (Louisiana Database Breach Notification Law) as well as any other applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to notify the School Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the School Board and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release.

In accordance with applicable state and federal law, Vendor agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the School Board, shall have the option to audit Vendor's service. Records pertaining to the service shall be made available to auditors and the School Board when requested.

Vendor agrees that if the original Contract is terminated or if the original Contract expires, Vendor shall return all data to the School Board in a useable electronic format. Vendor further agrees to erase, destroy, and render unreadable, all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Vendor shall certify in writing that these actions have been completed within 30 days of the termination of the Contract or within seven (7) days from receipt of any request by the School Board, whichever comes first.

The terms of this Addendum shall supplement and supersede any conflicting terms or conditions of the original Contract between the Parties. Subject to the foregoing, the terms of the original Contract shall remain in full force and effect.

VENDOR

Authorized Representative of Vendor

Authorized Representative Name (Print)

Title

Date

Calcasieu PARISH SCHOOL BOARD



Authorized Representative Signature

Mack DellaLona

Authorized Representative Name (Print)

Board President

Title

4-17-18

Date



Calcasieu Parish Head Start Non-Federal Share Manual

Established February 2018

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REQUIREMENT and WAIVERS:

Calcasieu Parish School Board Head Start Program is awarded Head Start funding. 80% of the total amount is awarded as a grant from the Office of Head Start. The remaining 20% of the total amount is required (Head Start Act Section 640(b)) as non-federal share and must be met using other non-federal sources. The non-federal share may be in the form of cash or in-kind donations. In kind donations can consist of volunteer services, donated supplies, donated equipment, donated land or buildings, and loaned equipment or space.

All non-federal share should be reasonable, allocable, allowable, documented and can't meet the match of other federal awards. (Also see 45 CFR 75 for Cost Principles) Below are some examples of this.

Reasonable:

- Recognized as ordinary and necessary
- Is comparable to market prices
- Meets sound business practices
- Is prudent in light of circumstances
- Meets established cost practices and is consistently applied

Allocable:

- Are chargeable and assignable
- Beneficial and distributed using reasonable methods
- Necessary to the award

WAIVERS:

A waiver must be requested and granted if the grantee agency is going to provide less than the 20% required and below are the five criteria for receiving a waiver.

1. Lack of community resources
2. Impact of cost an agency may incur in the early days of the program
3. Impact of an unanticipated increase in cost
4. Community affected by disaster
5. Impact upon the community if the program is discontinued

In order to receive the waiver, the grantee agency must provide ACF Regional Office written documentation of need based on the Head Start Act, Section 640(b) and cannot be

assumed by the grantee agency without written notice from the ACF Regional Office. The waiver must also include the following:

1. Documented efforts to identify and obtain required match and certifies all feasible avenues of obtaining sufficient matching funds have been exhausted.
2. Dollar amount of non-federal share match for which waiver is being requested
3. Specified period of time for which waiver is requested, not to exceed current budget period ending date.
4. What efforts will be taken to ensure sufficient match will be provided in the next year's budget period.

Resource: <http://eclkc.ohs.acf.hhs.gov/hslc/tta-system/operations/mang-sys/fiscal-mang/Non-Federal%20Share.htm>

NON-FEDERAL SHARE AND PROGRAM PLANNING:

Every year, the non-federal match should be evaluated during the program planning and self assessment. This is an opportunity for us to engage community members, the board, and all staff in determining the successes and areas of improvement. Some questions to ask during this process:

- Did we meet our match?
- Do we think we can count on the same community support in the coming year?
 - If not, work with community, board, and policy council members and ask for help on brainstorming ideas for achieving non-federal share goals.
- Did we value and document the non-federal share match appropriately?

WHAT COUNTS?

The following criteria must be met in order to count as a contribution as non-federal share:

- Must be verifiable
- Must not be contributing to any other federal-assisted program
- Must be necessary and reasonable for proper and efficient accomplishment of program objectives
- Must be allowable under applicable cost principles
- Must not be paid by the Federal Government under another award
- Must be provided for in the approved budget

The most common types of in-kind services used by Calcasieu Parish Head Start include:

- Volunteer time
- Materials and Services
- Space

General Rules for Documentation:

- It is preferable for the form to be typed but if this is not possible, the form must be completed in ink
 - If corrections are needed, do not use white out but instead write corrections to the side of the forms and initial
- All forms must be fully completed, signed and dated to be valid

REMEMBER...

If you can spend Head Start money on X, then you can count it as in-kind.

WHAT IS AND ISN'T IN-KIND:

Center Volunteer

What is In-Kind? (goods and services that benefit the program)	What is not In-Kind? (primarily benefits the parent and child)
<ul style="list-style-type: none"> • Parent participating in recruitment efforts • Parent participating in employment interviews • Parent assisting at a health fair or other program activity • Parent time updating community resource list • Parent time assisting ALL children during meal times • Laborers • Bus Checkers • Parent time reading agency developed newsletter 	<ul style="list-style-type: none"> • Parent participation in family goal setting • Parent participation at orientation/registration • Gifts or prizes given to parents • Parent time fundraising for the program • Parent transportation to center for center-based services • Parent time having lunch with own child at the center • Parent participation in special programs (e.g. GED classes) • Parent time/mileage getting their child's physicals and dentals completed.

Classroom Volunteer

What is In-Kind? (goods and services that benefit the program)	What is not In-Kind? (primarily benefits the parent and child)
<ul style="list-style-type: none"> • Parent providing assistance in the classroom • LEA Special Education Teachers/Aides • Speech Clinicians/Students • Parent preparing materials for the classroom • Student Teachers/Interns (in classroom) • Parent assisting ALL children on the playground 	<ul style="list-style-type: none"> • Parent participation on field trips • Parent participation at IFSP/IEP Meetings • Parent participation at transition meeting • Parent time during staff/teacher conferences

Community Collaboration

What is In-Kind? (goods and services that benefit the program)	What is not In-Kind? (primarily benefits the parent and child)
<ul style="list-style-type: none"> • Health Advisory Committee (HAC) Meeting • Other professional meetings which assist the program • Professionals time planning open house event for parents • Professional providing parent education • Dual Enrollment Classrooms (services not federally funded) 	<ul style="list-style-type: none"> • Professionals hosting a booth at an open house for parents

Curriculum Extension

What is In-Kind? (goods and services that benefit the program)	What is not In-Kind? (primarily benefits the parent and child)
<ul style="list-style-type: none"> • Parent supporting tooth-brushing at home (if written plan) • Parent reading to child at home (if written plan) • Parent completing GOLD activity or other activity at home 	<ul style="list-style-type: none"> • Parent performing general parenting duties at home

Donations

What is In-Kind? (goods and services that benefit the program)	What is not In-Kind? (primarily benefits the parent and child)
<ul style="list-style-type: none"> • Clothing and materials for center use • Food donated to the center for classroom consumption • Discounted fees for goods and services 	<ul style="list-style-type: none"> • Clothing for personal use by children/families • Food donated to the center to hand out to families in need

Governing Body

What is In-Kind? (goods and services that benefit the program)	What is not In-Kind? (primarily benefits the parent and child)
<ul style="list-style-type: none">• Members participating in and travel to	

Parent Meeting

What is In-Kind? (goods and services that benefit the program)	What is not In-Kind? (primarily benefits the parent and child)
<ul style="list-style-type: none">• Parent participating in business portion of parent meeting and travel to meetings	<ul style="list-style-type: none">• Parent Education, orientation or training• Parent participation at a HS sponsored event

FACILITIES:

Calcasieu Parish Head Start can document the value of donated maintenance services and support staff.

The CPSB Expenditure Status Report is needed in order to calculate in-kind maintenance services and support staff salaries:

Once these items have been obtained, the Calcasieu Parish Grant Accountant will assist in completing the attached In-Kind Form.



**CALCASIEU PARISH SCHOOL BOARD HEAD START
(NON-FEDERAL SHARE/ IN-KIND)**

DeQuincy J.D. Clifton Brenda Hunter
 Jake Drost J.I. Watson Administration

Contributed by: _____

Site percentage (HS children count/Total CPSB children count) _____

Cash Donation Building Repairs/Maintenance
 CPSB Employee (time) Supplies
 Other

Date			Description	Value
			Total	

I understand that the services provided above are to be used as non-federal match as a condition of a funding contract with the Federal Government and I attest to the fact that the services provided have not already been counted for another Federal Award.

Signature of person verifying contribution:

Title:

Calcasieu Parish Grant Accountant

VOLUNTEER TIME:

Volunteers can provide any service which supports the program and for which the program would normally have to pay.

Volunteers must be at least 18 years of age. If they are younger, they need to be in adult supervision at all times.

If the volunteer is donating professional time (ex: lawyer doing pro bono legal work for the program), they must have the qualifications to do so.

Calcasieu Parish Head Start determines and documents the value of the time equivalent to paid time with the organization. Below are the rates for each type of volunteer and this information is reviewed and updated on an annual basis, as needed. If a volunteer does not fall into one of the categories below, please work with the Early Childhood Director and Fiscal Officer to determine the best hourly rate to use based on the current salary scale.

VOLUNTEER HOURLY RATES:

- Classroom or Guardian Volunteer working on classroom activities: \$15/hr + fringe benefits = **\$20.38/hr**
 - This is based on an Assistant Teacher with a CDA hourly rate
- Policy Council: **\$43.00/hr** + fringe benefits = **\$58.49/hr**
 - This is based on a Program Director hourly rate
- All other volunteers should be based on the hourly rate of the equivalent position and if one doesn't exist, the normal rate paid by the community is used plus fringe.

Staff may volunteer their time to complete tasks that are not part of their normal job requirements. Staff volunteer value is calculated by the task they are performing, not their actual pay.

MATERIALS:

The materials donated must be used by the program.

Materials donated for the purpose of the home are not considered in-kind (ex: clothing donated to send home to families).

For new materials – use fair market value and obtain receipt or copy if possible

For used materials – have the donor determine the value

We are also able to claim the difference between fair market value and the discount rate for goods and services if the rate difference is to Head Start as a donation to similar programs. Volume discount rates or discounts given to everyone do NOT count.

CURRICULUM EXTENSION:

The child's teacher can provide the child's parents with WRITTEN plans outlining the types of activities that can be done at home to support the child's Head Start experience, as long as the activities support the curriculum. Once completed, the time the parent spends doing the activity can count as in-kind.

The rate of the parent's time is valued at that of a teacher assistant and is listed on Page 11.

What needs to happen...

- Reading at home is a part of our daily curriculum, so if parents document their time on this activity we can count it as in-kind.
- Send "Student's Daily Activity Log" to the parents explaining this
- Have parents complete the General In-Kind form when they perform this activity and return it to the teacher.

REPORTING:

At the beginning of each grant year, centers will be notified by the Early Childhood Director what the total non-federal share amount is. From there, the principals will work with the Early Childhood Director to set targets for each center. The Early Childhood Director will be informed monthly of the progress of meeting non-federal share as a total program and will work with the centers to determine where they are in meeting their annual goal.

The Fiscal Officer will be preparing the monthly budget and non-federal share information to be shared with the policy council for each program. The Fiscal Officer will ensure all data is included in the Policy Council and Governing Board reports before the report is generated. You can help make this successful!! **PLEASE HAVE ALL IN KIND FORMS TO THE FISCAL OFFICER BY THE 15TH OF EACH MONTH!** The instructions on how to complete the forms are listed below.

GREAT IDEAS

Create annual goals for each location which can be broken down into monthly goals based on the number of months operated. Provide monthly breakdown of progress on meeting goals to each location.

BUDGET AND NFS MONTHLY REPORT:

Budget Report:

Below is an example of the monthly budget and non-federal share report provided to the Governing Body and Policy Council:

Non-Federal Share Tracker:

Below is the tracker to be used by the local program for tracking the in-kind on a monthly basis by each center and as a total program. This can be shared with staff and the Policy Council:

GLOSSARY OF TERMS:

Allowable Cost: Third party in-kind contributions shall count toward satisfying a cost-sharing or match requirement only where, if the party receiving the contribution were to pay for them, they would be an allowable cost. Allowable costs are determined by the tests of reasonableness, necessity and allocability as defined in Title II of the Code of Federal Regulations (2 CFR 220, 2 CFR 225 and 2 CFR 230)

Cash Contributions: The grantee's cash outlay, which is generated by the grantee or donated by a third party, and is expended to fund allowable program costs. Cash match counts toward the non-federal share requirement when expended, not when donated to or generated by the grantee.

Disallowance: A cost determined during an audit, or other review conducted by the funding agency, to be unallowable under the OMB Cost Principles and/or the Terms and Conditions of the grant award that may require subsequent repayment to the Head Start Bureau. A cost can be disallowed whether paid for by Federal or non-federal sources.

Documentation: Written proof that a service has been provided or a donation has been received. Examples include receipts, timecards and invoices or proof of payment.

In-Kind: Property or services that benefit a grant supported project or program and are contributed by non-federal third parties without charge to the grantee. In-kind contributions may consist of the value of real property and equipment and the value of goods and services directly benefiting the grant program and specifically identifiable to it. In-kind match is counted for the period when the services are provided or when the donated goods are received and used.

Non-federal share: The portion of the total costs of the program provided by the grantee agency in the form of in-kind donation or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with Federal funds to satisfy the match requirements.

Volunteer: An individual providing a service that is necessary to the operation of the Head Start program at no cost to a grantee agency.

Waiver: A reduction in the required amount of grantee non-federal share that is authorized by a Federal official in writing. A waiver is justified if it meets one of the five criteria defined in Head Start Act, Section 640(b).

Item 5.A.

Malik Ellis and Alex Brown, juniors at the LaGrange University Program, received a \$3,000 cash prize and a \$5,000 MSU scholarship in the 6th Annual Entrepreneur Contest held at the Seed Center. Their winning pitch was for a company called Runner, specializing in concession stand convenience at sporting events (a variation of Waitr.)

Item 5. B.

Elementary Division Winner

Gillian Rose Myers
Vincent Settlement Elementary School

Elementary Division Runner Up

Emma Grace Vinson
T.S. Cooley Elementary School

Middle School Division Winner

Braden Veuleman
Iowa Middle School

Middle School Division Runner Up

Lauren Rigmaiden
F.K. White Middle School

High School Division Winner

Kaylee Cormier
Iowa High School

High School Division Runner Up

MeKenzie Peshoff
Barbe High School

Item 5. C.

Stefanie Self – Westwood Elementary

Lauren Cesar – Iowa Middle School

Shiv Kumar – LaGrange High School

Item 5. D.

Beth Flanagan – Western Heights Elementary

Owen Clanton – F.K. White Middle School

Jason VanMetre – Westlake High School



Career and Technical Education Department Announces the 2018 Counselor of the Year Nominees and Winners

The Calcasieu Parish School Board Career and Technical Education Department is pleased to announce the 2018 Counselors of the Year Nominees and Winners:

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 School – Winner
Wendy Bernard, Washington-Marion High School

Calcasieu Parish School Board Overall Winner:

Leslie Lee, Sulphur High School

The Career and Technical Education Department would like to take this opportunity to thank not only the winners and nominees, but all professional school counselors. The work and services that counselors provide each and every day is critical to the successful operation of our schools.

Building Foundations for the Future

Item 5. F.

Kathy Bosnall	Sulphur High	Dual Enrollment Biology Teacher
Julie Dallas	Sulphur High	Talented Art Teacher
Kathryn Engel	Vinton Middle	Lead Teacher
Beth Ferguson	Dolby	Librarian
Elizabeth Hooper	RW Vincent	Asst. Principal
Angela Kiser	Technology Training Center	Facilitator
Gwen Langley	DeQuincy Primary	Asst. Principal
Saberly O'Quain	Maplewood Middle	Principal
Ruthie Paris	Moss Bluff Elem	Librarian
Lisa Stagg	Special Services	Elem Facilitator
Angela Whitman	Vinton Elem	Asst. Principal
Barbara Yancey	LCB Academy	Art Consultant
Dixie Yorks	Special Services	Early Childhood Itinerant
Marie- Nicole Zahm	Middle C & I	World Languages Master Teacher

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 disbursement 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:

DRAFT

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 Bluff 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

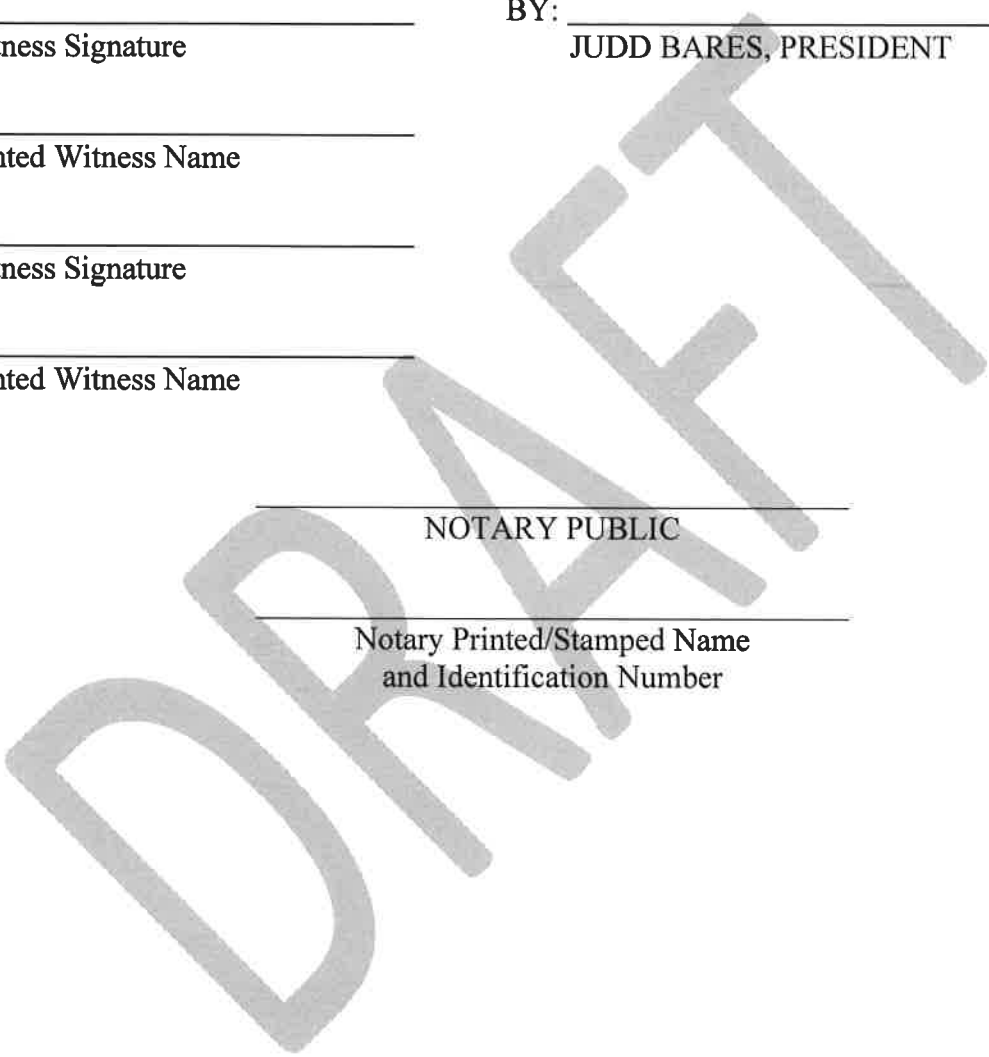
Printed Witness Name

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

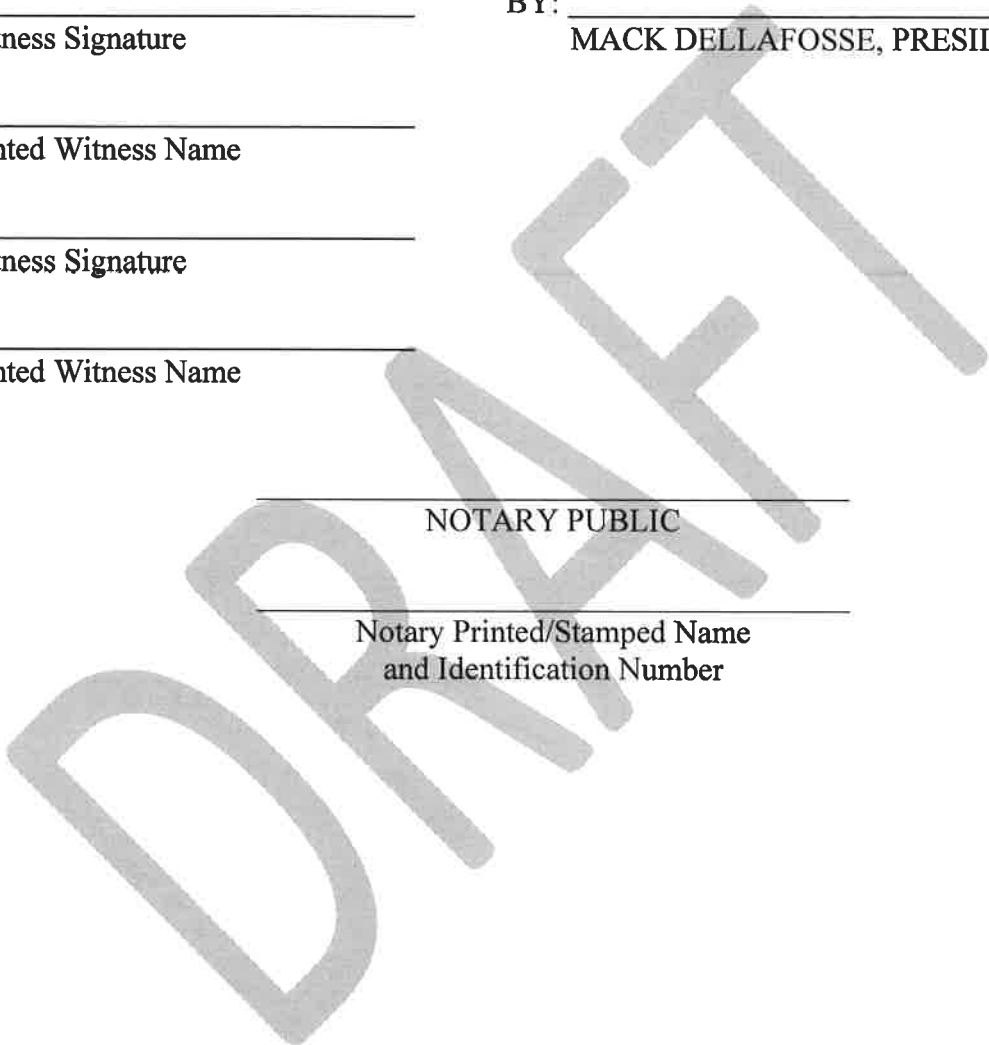
Printed Witness Name

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

Idellia 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	Combre	Mentor Teacher
Alexis Puythomme	Combre	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.	Paraprofession
Shauntel Brooks	T.D. Clifton	Parent
Jessica Hardy	Oak Park Elem.	Teacher
① Marlise Cezair	John J. Johnson	Teacher
Brandi Gallien	T. Watkins	CC
Nancy Franks	J.D. Clifton	Admin
Tim Jertz	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.: _____



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

FROM: JENNIFER HAGAN, PURCHASING SUPERVISOR

RE: BIDS FOR MAY 2018

PERMISSION TO ADVERTISE

BID REPORTS:

ALL BIDS WERE POSTED ON WWW.CENTRALBIDDING.COM AND WWW.CPSB.ORG

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.

Building Foundations for the Future

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.

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.

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.

BID REPORT

Item 10. E.

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
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 Thousand and No/100

as the lowest qualified bidder meeting specifications.

Item 11. A.

In an effort to continue to increase school meal participation in the middle and high schools, the School Nutrition Program would like to expand our partnerships with outside vendors and offer more variety to our students. The SNP would like to bid a fresh pizza delivery service for middle and high schools where pizza will be delivered to the schools once weekly as a lunch option next school year.

Pizza companies (Pizza Hut, Dominos, Papa Johns) have developed a “smart slice” pizza that complies with the National School Lunch nutritional guidelines. Students at Sulphur 9th and LaGrange have taste-tested the Pizza Hut and Dominos version and rated them 4.5 out of 5. The pizza, along with a vegetable, fruit and milk, would be a reimbursable meal option for students once weekly.



REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

Phase 1-Roofing Replacement 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, Bruchhaus, Heath, Trahan, Grigg

Item 12. A.

CHANGE ORDER

Change Order No.: 01
Date: April 30, 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-PC_____
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>\$0.00</u>
Contract Sum Prior to this Change Order	\$284,300.00
Contract Sum will be <u>increased</u> by this Change Order	<u>\$3,494.31</u>
New Contract Sum Including this Change Order	\$287,794.31

Contract Time will be increased by: 23 Days
Revised Contract Completion Date: Wednesday April 17, 2018

RECOMMENDED

Champeaux Evans
Hotard, APAC
(DESIGNER)

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

By: 

Dated: 4/30/2018

ACCEPTED

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

3613 Ryan Street
Lake Charles, LA 70605

By: 

Dated: 4-30-18

APPROVED

Calcasieu Parish
School Board
(OWNER)

P. O. Box 800
Lake Charles, LA

By: _____

Dated: _____



Date: **April 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-PC____
CEH Project No. 1708
DeQuincy High School Press Box
Calcasieu Parish School Board**

www.champeaux.biz

Change Order No. 1 - Recap

Change Order Request No.1

Demolition, removal, and replacement of approximately 411 Sq.Ft. of existing concrete sidewalk, which was cracked/uneven and posed a tripping hazard. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$2,764.38
Days Requested:		3 days

Change Order Request No.2

Furnish and install (1) in-ground electrical junction box (in lieu of scheduled above-ground metal junction box) as required to intercept conduits and wiring serving the (4) stadium light poles, in order to rectify existing non-code-compliant installation. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$445.68
Days Requested:		1 days

Change Order Request No.3

Remove and replace (1) existing bleacher guardrail upright post, which is rusted and no longer supporting the railing. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$284.25
Days Requested:		1 days

CPSB Project No. 2017-PC____
 CEH Project # 1715
 DeQuincy High School Press Box
 Calcasieu Parish School Board
 Change Order No.1 - Recap

April, 27, 2018
 Page 2 of 2

Weather-Related Delays

Weather-related delays documented for the following months, less days allowed for by the Contract Documents. (Refer to supporting documentation, attached hereto.)

<u>Month</u>	<u>Documented Weather Related Delays</u>	<u>Weather-Related Days Allowed</u>	<u>Additional Days Granted</u>
December, 2017	15 days	(8 days)	7 days
January, 2018	16 days	(11 days)	5 days
February, 2018	16 days	(10 days)	6 days
		Amount Requested:	ADD \$0.00
		Days Requested:	ADD 18

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

ADD \$3,494.31

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

23 days

Item 12. B.

CHANGE ORDER

Change Order No.: 10
Date: April 30, 2018
Contract Date: April 24, 2017

Project: **Calcasieu Parish School Board
Classroom Pods – Phase X**

Project No.: **Calcasieu Parish School Board - Project No. 2017-05PC
Champeaux Evans Hotard - Project No. 1715**

To: **Miller & Associates Development Co., Inc.
P. O. Box 700
Iowa, LA 70647**

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

The Original Contract Sum	\$13,495,000.00
Net Change by Previous Change Order	<u>\$765,874.37</u>
Contract Sum Prior to this Change Order	\$14,260,874.37
Contract Sum will be <u>increased</u> by this Change Order	<u>\$25,550.39</u>
New Contract Sum Including this Change Order	\$14,286,424.76

Contract Time will be increased by: 17 days
Revised Contract Completion Date: December 15, 2019

RECOMMENDED

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

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

By: _____

Dated: _____

ACCEPTED

**Miller & Associates
Development Co., Inc.
(CONTRACTOR)**

**P. O. Box 700
Iowa, LA 70647**

By: _____

Dated: _____

APPROVED

**Calcasieu Parish
School Board
(OWNER)**

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

By: _____

Dated: _____



Date: **April 30, 2018**
To: **Calcasieu Parish School Board
Planning & Construction Department**
Attn.: **Harold Heath, Construction Manager**
From: **Champeaux Evans Hotard, APAC
Brad Evans**
Re: **CEH Project # 1715
Calcasieu Parish School Board
Classroom Pods - Phase X**

Change Order No. 10 - Recap

www.champeaux.biz

Change Order Request No. 61

Various Schools - Modifications to required Room and Exit signage, based on discussions and feedback from the principal at each school. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$2,322.14
Days Requested:	ADD	1 days

Change Order Request No. 62

E.K.Key Elementary School - Form swale and install sod at the embankment between the South side of the new pod building and existing concrete drive to prevent erosion and soil from washing onto the roadway. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$2,279.50
Days Requested:	ADD	2 days

Change Order Request No. 63

A.A. Nelson Elementary School - Remove remaining portions of existing concrete sidewalk and canopy, remaining from removal of the existing Temporary Building. Install approximately 53 linear feet of new 8'-0" wide reinforced concrete sidewalk with perimeter canopy footing and new galvanized steel walkway canopy per typical details, as required to tie-in the Remaining Temporary Building and New Pod Building to the existing sidewalk & canopy system. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$20,948.75
Days Requested:	ADD	5 days

Calcasieu Parish School Board
Classroom Pods - Phase X
Change Order No.10 - Recap
CEH Project # 1715
April 30, 2018
Page 2 of 2

Weather-Related Delays

Weather-related delays documented for the following months, less days allowed for by the Contract Documents. (Refer to supporting documentation, attached hereto.)

<u>Month</u>	<u>Documented Weather Related Delays</u>	<u>Weather-Related Days Allowed</u>	<u>Additional Days Granted</u>
January, 2018	11 days	(11 days)	0 days
March, 2018	11 days	(8 days)	3 days
February, 2018	16 days	(10 days)	6 days
		Amount Requested:	ADD \$0.00
		Days Requested:	ADD 9 days
			<hr/>
Total Contract Amount modification recommended for Change Order No. 10			ADD \$25,550.39
Total Contract Time modification recommended for Change Order No. 10			ADD 17 days

BENEFICIAL OCCUPANCY

*** Not For Recordation ***

Dated: April 6, 2018

**Project No.: Calcasieu Parish School Board - Project No. 2017-05PC
Champeaux Evans Hotard - Project No. 1715**

**Project Name: Classroom Pods – Phase X
Riverboat Funds – No. 2017-05PC
Calcasieu Parish School Board**

**Architect: Champeaux Evans Hotard, APAC / C.R. Fugatt, AIA
702 Dr. Michael DeBakey Drive
Lake Charles, LA 70601**

**Contractor: Miller & Associates Development Co., Inc.
P. O. Box 700
Iowa, LA 70647**

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

The Owner, Calcasieu Parish School Board, desires to utilize the below described portion(s) of the Project, prior to Substantial Completion.

The below portion(s) of the Project is/are, to the best of my knowledge and belief, complete to a point that they may be legally occupied, and utilized as intended, in accordance with the requirements of the Contract Documents.

The below portion(s) of the Project is/are complete to a point that the Owner desires to use, in accordance with the requirements of the Contract Documents.

The Owner's occupancy of any portion of this project does not violate any applicable warranties, and does not constitute Acceptance of the Project, as a whole.

Portion(s) Occupied By Owner: **LeBleu Settlement Elementary School 6-Classroom Pod**

Date Occupied By Owner: **Monday, April 9, 2018**

The Owner shall be responsible for all Insurance(s), Security, Utilities, Maintenance, and Damage to the Work (not listed on the attached Punch List), as of the Occupancy Date.

Punch List attached, dated: **April 6, 2018**. Value of Punch List: **\$27,600.00**

BENEFICIAL OCCUPANCY

* Not For Recordation *

Item 12. D.

Dated: **April 6, 2018**

Project No.: **Calcasieu Parish School Board - Project No. 2017-05PC
Champeaux Evans Hotard - Project No. 1715**

Project Name: **Classroom Pods – Phase X
Riverboat Funds – No. 2017-05PC
Calcasieu Parish School Board**

Architect: **Champeaux Evans Hotard, APAC / C.R. Fugatt, AIA
702 Dr. Michael DeBakey Drive
Lake Charles, LA 70601**

Contractor: **Miller & Associates Development Co., Inc.
P. O. Box 700
Iowa, LA 70647**

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

The Owner, Calcasieu Parish School Board, desires to utilize the below described portion(s) of the Project, prior to Substantial Completion.

The below portion(s) of the Project is/are, to the best of my knowledge and belief, complete to a point that they may be legally occupied, and utilized as intended, in accordance with the requirements of the Contract Documents.

The below portion(s) of the Project is/are complete to a point that the Owner desires to use, in accordance with the requirements of the Contract Documents.

The Owner's occupancy of any portion of this project does not violate any applicable warranties, and does not constitute Acceptance of the Project, as a whole.

Portion(s) Occupied By Owner: **Iowa Middle School 6-Classroom Pod**

Date Occupied By Owner: **Monday, April 9, 2018**

The Owner shall be responsible for all Insurance(s), Security, Utilities, Maintenance, and Damage to the Work (not listed on the attached Punch List), as of the Occupancy Date.

Punch List attached, dated: **April 6, 2018**. Value of Punch List: **\$16,750.00**

BENEFICIAL OCCUPANCY

* Not For Recordation *

Item 12. E.

Dated: **April 6, 2018**

Project No.: **Calcasieu Parish School Board - Project No. 2017-05PC
Champeaux Evans Hotard - Project No. 1715**

Project Name: **Classroom Pods – Phase X
Riverboat Funds – No. 2017-05PC
Calcasieu Parish School Board**

Architect: **Champeaux Evans Hotard, APAC / C.R. Fugatt, AIA
702 Dr. Michael DeBakey Drive
Lake Charles, LA 70601**

Contractor: **Miller & Associates Development Co., Inc.
P. O. Box 700
Iowa, LA 70647**

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

The Owner, Calcasieu Parish School Board, desires to utilize the below described portion(s) of the Project, prior to Substantial Completion.

The below portion(s) of the Project is/are, to the best of my knowledge and belief, complete to a point that they may be legally occupied, and utilized as intended, in accordance with the requirements of the Contract Documents.

The below portion(s) of the Project is/are complete to a point that the Owner desires to use, in accordance with the requirements of the Contract Documents.

The Owner's occupancy of any portion of this project does not violate any applicable warranties, and does not constitute Acceptance of the Project, as a whole.

Portion(s) Occupied By Owner: **Iowa High School 6-Classroom Pod**

Date Occupied By Owner: **Monday, April 9, 2018**

The Owner shall be responsible for all Insurance(s), Security, Utilities, Maintenance, and Damage to the Work (not listed on the attached Punch List), as of the Occupancy Date.

Punch List attached, dated: **April 6, 2018**. Value of Punch List: **\$30,650.00**

RECOMMENDATION OF ACCEPTANCE

Item 12. F.

Date: April 10, 2018

Bid No.: 2018-04PC | Sales Tax District #3 Funds

Project No.: MA1705

Project Name: Gillis Elementary - Drainage Improvements

Designer: Moss Architects, Inc.

Contractor: Keiland Construction, LLC

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: April 6, 2018

Contract Date of Completion: March 22, 2018

Number of Days (As of Acceptance Date): N/A N/A

Liquidated Damages Per Day Stipulated in Contract: \$ N/A

Value of Punch List (list attached): \$ 8,000

Was part of project occupied prior to Acceptance: No

Portion Occupied (if applicable): N/A

Signed: 
 Architect

For Use of Owner
 I concur in the Acceptance of this project: **Signed:** _____
 Owner

From: Charlie Guidry <charlie@keilandllc.com>

Sent: Thursday, April 05, 2018 4:52 PM

To: David Moss <dross@mossarchitects.com>; Jason Duhon <jason@dandpengineers.com>; Keith DuRousseau <keith@keilandllc.com>; Jeff Bonin <jeff.bonin@keilandllc.com>

Subject: Gillis Elementary school Drainage Improvements - Substantial Completion Walkthrough 4/5/18

Good afternoon,

Below are punch list items from today's walkthrough. Let me know if you think I missed anything.

1. Install 3 inch drain and drain line to the north and west to the ditch at new concrete paving.
2. Dress up rills at outfall of New Pipe 34.
3. Fill low area at north end of SW Corner Ditch and slope to drain into ditch.
4. Grade to drain low area west of Play Area. Can drain to the north or to the west or both. Owner will allow up to 60 days for area to dry enough to work.
5. Add fill on north side of wooden bulkhead between 4th and 5th Grade. Slope to drain.
6. Flush out existing drain pipe under sidewalk on south side of basketball court. Add fill to south side of sidewalk and install sod.
7. Add fill and sod at east end of MB #58 Building gutter. Cut small swale north to existing drain on NE corner of MB #58.
8. Complete remaining drain pipe clearing.

Charlie Guidry

Keiland Construction, LLC

Project Manager



600 Bayou Pines East Suite G
Lake Charles, LA 70601

KEILAND

Office: (337)436-6846