

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, April 17, 2018

1. **Prayer** – Fred Hardy
2. **Pledge of Allegiance** – Abigail Fruge/Sulphur High School
3. **Roll Call**
4. **Approval of Minutes**
 - A. March 13, 2018
5. **Presentations**
 - A. Jamey Rasberry, Director of LCMH Sports Medicine
 - B. Presentation of student art winners/Dr. Dan Vidrine
 - C. Presentation of student handwriting winners/Greg Thomas, Zaner-Bloser
 - D. Presentation of Varsity Quiz Bowl winners/Tonya Moak, Sponsor
6. **Superintendent's Report**
7. **Executive Session**
 - A. Settlement of Worker Compensation Claim # 6442846/Wes Romero, Attorney
 - B. Take Action on Executive Session Worker Compensation Claim
8. **Committee Reports**
 - A. Budget Committee/March 27, 2018/Damon Hardesty, *Chair*
 - B. C&I Committee/March 27, 2018/Annette Ballard, *Chair*
9. **Take Appropriate Action**
 - A. Approval of Cooperative Endeavor Agreement with the State of Louisiana and Workforce Development Board
 - B. Approval of Calcasieu Parish Head Start Non-Federal Share Manual
 - C. Approval of Calcasieu Parish School Board Early Childhood Department

Head Start Eligibility Criteria

D. Approval of Contract Renewals for 2018 Expirations

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

10. Bid Reports

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

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

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

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

E Bid 2019-09 – Waste Disposal Services/General Funds

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

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

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

11. Permission to Advertise

A. Pest Control Services/Maintenance Department/General Funds

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

12. Correspondence

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

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.*

13. Condolences/Recognitions

14. Schedule Committees

C&I Committee..... April 24, 2018, 5:00 p.m.

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

C&I Committee (to follow).....May 15, 2018

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

15. Adjourn Meeting

Item 4.A.

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, March 13, 2018, at 5:00 p.m.

The meeting was called to order by Mack Dellafosse, President. The prayer was led by Aaron Natali. The Pledge of Allegiance was led by Rayven Hebert, a student at Starks 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, Alvin Smith, Chad Guidry, Russell Castille, Wayne Williams, and Aaron Natali.

Mr. Tarver arrived after the roll was called. Mr. Duhon was absent.

On a motion by Mr. Hardy and a second by Mrs. Ballard, Item 8.B. was moved to Item 5. B. and Item 8.G. was removed from the agenda. The motion carried on a vote.

APPROVAL OF MINUTES

Mr. Hayes, with a second by Mr. Hardesty, offered a motion to approve the Minutes of February 6, 2018. The motion carried on a unanimous vote.

PRESENTATIONS

A. Presentation of Winner of "*From the Classroom to a 5K*" T-shirt design contest/Skylar Giardina, Risk Manager

- 1st Place – Adyson Trahan, 5th grade, Frasch Elementary
- 2nd Place – Avery Waldmeier, 5th grade, T.S. Cooley Elementary
- 3rd Place – Rian Keepes- 5th grade, T.S. Cooley Elementary

B. Approval of Resolution providing for issuance of \$20,000,000 +/- General Obligation Bonds/District 31 (moved from item 8.B)

Jay Delafield and Matt Kern presented information regarding this resolution. On a motion to approve by Mr. Hardy and a second by Mrs. Ballard, the motion carried. This item has been published in the Lake Charles American Press on February 8, 9, 10, 2018.

Lake Charles, Louisiana
March 13, 2018

The Parish School Board of Calcasieu Parish, Louisiana, met in regular public session at 5:00 o'clock p.m. on Tuesday, March 13, 2018, at the regular meeting place of said Board in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, pursuant to the provisions of written notice given to each and every member thereof and duly posted in the manner required by law.

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

Annette Ballard, Billy Breaux, Russell Castille, Mack Dellafosse, Glenda Gay, Chad Guidry, Damon Hardesty, Fredman Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Wayne Williams

ABSENT: John Duhon

The President stated that one purpose of the meeting was the opening of a sealed negotiated proposal for the purchase of General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2018 (the "Bonds"). The President presented the proposal of Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana, to the members of the Board and the general public in attendance at the meeting. The proposal was approved and was ordered filed with the minutes of said meeting.

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

Stifel, Nicolaus & Company
Incorporated, Baton Rouge, Louisiana

NAME OF PROPOSER:
TRUE INTEREST COST
3.6567073%

Upon verification, it was determined that the proposal of Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana, was the most favorable proposal and in the best interests of the Issuer for purchase of the Bonds, whereupon the following resolution was introduced and, pursuant to motion made by Mr. Fred Hardy and seconded by Ms. Annette Ballard, was adopted by the following vote:

YEAS:	14
NAYS:	0
ABSENT:	1
NOT VOTING:	0

RESOLUTION

A RESOLUTION PROVIDING FOR ISSUANCE OF \$18,085,000 GENERAL OBLIGATION PUBLIC SCHOOL IMPROVEMENT BONDS OF SCHOOL DISTRICT NO. 31 OF CALCASIEU PARISH, LOUISIANA, SERIES 2018; CONFIRMING THE SALE THEREOF; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

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

BOND PROPOSITION

Shall School District No. 31 of Calcasieu Parish, Louisiana (the "District") incur debt and issue bonds in an amount not exceeding Forty-Six Million (\$46,000,000 Dollars, in one or more series, for a period not to exceed twenty (20) years from the date thereof, with interest at a rate not exceeding eight (8%) percent per annum, for the

purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, title to which shall be in the public, which bonds shall be general obligations of the District and will be retired with, paid from and secured by ad valorem taxes estimated to be 27.60 mills for the first year, on all taxable property within the District sufficient in rate and amount to pay said bonds in principal and interest, as provided for by Article VI, Section 33 of the 1974 Louisiana Constitution, as amended, and statutory authority supplemental thereto?

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

WHEREAS, the Governing Authority now deems it in the public interest to authorize issuance and delivery of \$18,085,000 General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2018;

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

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

WHEREAS, the Issuer under the provisions of Article VI, Section 33 of the Constitution of 1974 of the State of Louisiana, and Subpart A of Part III of Chapter II of title 39, and Section 1426(D) of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, may negotiate the sale of general obligation bonds;

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

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

EIGHTEEN MILLION EIGHTY-FIVE THOUSAND AND NO/100 (\$18,085,000) DOLLARS General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2018, in the initial denominations of one Bond for each maturity, with transfers in multiples of \$5,000.00, bearing interest payable semi-annually on March 1 and September 1 of each year, beginning March 1, 2019, maturing serially, WITH OPTION OF PRIOR PAYMENT, all in accordance with the Notice of Bond Sale and Official Statement, all the terms and conditions of which by reference are made a part hereof, and bearing interest at rates as follows, viz:

MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM	MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM
2019	265,000.00	2.000%	2029	905,000.00	4.000%
2020	590,000.00	3.000%	2030	945,000.00	5.000%
2021	615,000.00	5.000%	2031	995,000.00	5.000%
2022	300,000.00	3.500%	2032	1,050,000.00	5.000%
2022	345,000.00	5.000%	2033	1,100,000.00	5.000%

2023	300,000.00	3.500%	2034	1,155,000.00	5.000%
2023	375,000.00	5.000%	2035	1,215,000.00	5.000%
2024	705,000.00	5.000%	2036	1,275,000.00	5.000%
2025	740,000.00	5.000%	2037	1,340,000.00	5.000%
2026	780,000.00	5.000%	2038	1,410,000.00	5.000%
2027	820,000.00	5.000%			
2028	860,000.00	5.000%			

The true interest cost to the Issuer to be 3.6567073%, said rate to be determined in accordance with the "True" or "Canadian" interest cost method of calculation by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid, excluding the accrued interest from the date of the Bonds to the date of their delivery.

Bonds provided for herein will be delivered and shall be paid for on or about April 19, 2018 at such place in Louisiana, and on such business day and at such hour, as the Issuer shall fix on five business days' notice to the successful bidder, or at such other place and time as may be agreed upon with the successful bidder, it being understood that the Issuer will furnish to us, free of charge, at the time of delivery of the Bonds, the qualified approving legal opinion of Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana, and a certified transcript of this proceeding.

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

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

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

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

“BAM” shall mean Build America Mutual Assurance Company, or any successor thereto.

“Bond” means any Series 2018 Bonds of the Issuer authorized to be issued by this Resolution, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any bond previously issued.

“Bond Insurer” means BAM.

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

“Bond Resolution” or “Resolution” means this resolution adopted by the Governing Authority of the Issuer on March 13, 2018, providing for issuance of the Bonds.

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

“Code” means the Internal Revenue Code of 1986, as amended.

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

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

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

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

“Governing Authority” means the Calcasieu Parish School Board.

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

“Insured Obligations” shall mean the Bonds.

“Interest Payment Dates” means March 1 and September 1 of each year beginning March 1, 2019.

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

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

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

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

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

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

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

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

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

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

“Purchaser” means the original purchaser or purchasers of the Bonds.

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

“Record Date” for interest payable on any Interest Payment Date means the 15th day of the month preceding a month in which interest is payable on the Series 2018 Bonds, whether or not such day is a Business Day.

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

“Series 2018 Bonds” means the General Obligation Public School Improvement Bonds, Series 2018 of the Issuer, authorized by this Resolution, in the total aggregate principal amount of Eighteen Million Eighty-Five Thousand and No/100 Dollars (\$18,085,000).

“Tax Certificate” means the Issuer’s Tax Exemption Certificate and Agreement dated April 19, 2018.

SECTION 2. Authorization of Bonds; Maturities. In compliance with and under the authority of the provisions of Article VI, Section 33 and Article VII, Section 26(E) of the Constitution of the State of Louisiana of 1974, as amended, and those portions of Part II of Article 7 of the Constitution of 1974 of the State of Louisiana not repealed by the 1977 Louisiana Legislature, and Sub-Part A, Part III, Chapter 4, Sub-Title II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and constitutional and statutory authority supplemental thereto, and pursuant to proceedings regularly and legally taken by the Issuer, and a special election held within the Issuer on November 18, 2017, there is hereby authorized the incurring of an indebtedness of Forty-Six Million and No/100 Dollars (\$46,000,000) for, and on behalf of and in the name of the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school

buildings and other school related facilities and necessary equipment and furnishings therefor, which are works of public improvement, title to which school improvements shall be in the public, and to pay the costs of issuance of the Bonds including the premium for a bond insurance policy, and to represent said indebtedness this Governing Authority does hereby authorize issuance of an initial series of Eighteen Million Eighty-Five Thousand and No/100 Dollars (\$18,085,000) of General Obligation Public School Improvement Bonds, Series 2018, of the Issuer. The Bonds shall be in fully registered form, shall be dated April 19, 2018, shall be issued in the denomination of Five Thousand Dollars (\$5,000) each, or any integral multiple thereof within a single maturity, and shall be numbered consecutively from R-1 upward and shall mature in the years and in the principal amounts set out in the following schedule. The unpaid principal of the Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing March 1, 2019, at rates of interest of not to exceed 8% per annum, as determined by receipt of sealed bids pursuant to advertisement, and maturing in the principal amounts as set out in the following schedule:

MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM	MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM
2019	265,000.00	2.000%	2029	905,000.00	4.000%
2020	590,000.00	3.000%	2030	945,000.00	5.000%
2021	615,000.00	5.000%	2031	995,000.00	5.000%
2022	300,000.00	3.500%	2032	1,050,000.00	5.000%
2022	345,000.00	5.000%	2033	1,100,000.00	5.000%
2023	300,000.00	3.500%	2034	1,155,000.00	5.000%
2023	375,000.00	5.000%	2035	1,215,000.00	5.000%
2024	705,000.00	5.000%	2036	1,275,000.00	5.000%
2025	740,000.00	5.000%	2037	1,340,000.00	5.000%
2026	780,000.00	5.000%	2038	1,410,000.00	5.000%
2027	820,000.00	5.000%			
2028	860,000.00	5.000%			

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

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

SECTION 3. Redemption Provisions. (A) *Optional Redemption.* The Bonds maturing March 1, 2029 and thereafter will be callable for redemption at the option of the Issuer in whole or in part at any time on or after March 1, 2028, and if less than a full maturity, then by lot within such maturity, at the redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(C) *Partial Redemption.* In the event a Bond to be redeemed is of a denomination larger than Five Thousand Dollars (\$5,000), a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book entry system is discontinued, will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine. Any Bond which is to be redeemed only in part shall be

surrendered at the principal corporate office of the Paying Agent; and there shall be delivered to the Owner of such Bond a new Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. Official notice of such call of any of the Bonds for redemption shall be given by the Paying agent by means of first class mail, postage prepaid, by notice deposited in the United States mail not less than thirty (30) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address as shown on the Bond Register.

If on any occasion less than all of the Bonds then outstanding shall be redeemed pursuant to the optional or scheduled mandatory redemption provisions described above, then the principal amount of the Bonds so redeemed shall be considered to have satisfied a portion of the mandatory sinking fund redemptions required by the table above. The principal amounts required by the table above shall be adjusted downward in the amount of principal redeemed in chronological order beginning on the mandatory sinking fund redemption date immediately succeeding the date of such optional or mandatory redemption.

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

SECTION 4. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for registration and for transfer of the Bonds (the "Bond Register"), as provided in this Resolution to be kept at the principal office of the Paying Agent, and the Paying Agent is hereby constituted and appointed the Registrar for the Bonds. The Bonds may be transferred, registered and assigned, at the expense of the Issuer, only upon the Bond Register upon surrender thereof at the principal office of the Paying Agent and by execution of the assignment form on the Bonds or by other instrument of transfer and assignment in such form as

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

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

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

(FACE OF BOND)

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

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

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CALCASIEU

REGISTERED

REGISTERED

NO. R- _____

\$ _____

**GENERAL OBLIGATION PUBLIC SCHOOL IMPROVEMENT BOND OF
SCHOOL DISTRICT NO. 31 OF
CALCASIEU PARISH, LOUISIANA
SERIES 2018**

DATED DATE

INTEREST RATE:

MATURITY DATE:

CUSIP:

April 19, 2018

March 1, 20 _____

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

REGISTERED OWNER:

PRINCIPAL AMOUNT

**PAYING AGENT/REGISTRAR'S
CERTIFICATE OF REGISTRATION**

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

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

By: _____
Date of Authentication:

(Lower Right)

or registered assigns, on the maturity date set forth above, the principal amount set forth above, together with interest thereon from the date hereof, said interest payable semi-annually on March 1 and September 1 in each year, beginning March 1, 2019, at the interest rate per annum set forth above until said principal sum is paid, unless this Bond has been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond upon maturity or redemption is payable in lawful money of the United States of America at the principal corporate trust office of Whitney Bank, located in the City of Baton Rouge, Louisiana (the Paying Agent/Registrar), or successor thereto, upon presentation and surrender hereof. Interest on this Bond is payable by check mailed on each interest payment date by the Paying Agent/Registrar to the registered owner (determined as of the first calendar day of the month in which an Interest Payment is due) at the address, as shown on the books of the Paying Agent/Registrar.

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

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

IN WITNESS WHEREOF, the Calcasieu Parish School Board, acting as the governing authority of School District No. 31 of Calcasieu Parish, Louisiana, has caused this Bond to be executed in its name by the facsimile signatures of its President and Secretary and the impress or imprint hereon of the seal of said School Board, and this Bond to be dated April 19, 2018.

CALCASIEU PARISH SCHOOL BOARD

/s/ [facsimile] _____

SECRETARY

/s/ [facsimile]

PRESIDENT

(REVERSE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of an issue, the Bonds of which are all of like date, tenor and effect, except as to the number, maturity and rate of interest, aggregating in principal the sum of EIGHTEEN MILLION EIGHTY-FIVE THOUSAND AND NO/100 (\$18,085,000) DOLLARS; said Bonds to mature annually, authorized at an election held within the Issuer on November 18, 2017, and issued pursuant to a resolution adopted on March 13, 2018, by the Issuer (the "Bond Resolution"), under and by virtue of Article VI, Section 33 and Article 7, Section 26(E) of the Constitution of 1974 of the State of Louisiana, and those portions of Part II of Article VII of the Constitution of 1974 of the State of Louisiana not repealed by the 1977 Louisiana Legislature, and Subpart A of Part III of Chapter 4 of Sub-Title II of Title 39 of the Louisiana Revised

Statutes of 1950, as amended, and all other laws on the same subject matter, and pursuant to proceedings regularly and legally taken by the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, which are works of public improvement, and acquiring the necessary equipment and furnishings therefor, and other school related facilities within and for the District.

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

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

(A) *Optional Redemption.* The Bonds maturing March 1, 2029, and thereafter will be callable for redemption at the option of the Issuer in whole or in part at any time on or after March 1, 2028, and if less than a full maturity, then by lot within such maturity, at the redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(C) *Partial Redemption.* In the event a Bond to be redeemed is of a denomination larger than Five Thousand Dollars (\$5,000), a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. If less than all of the Bonds of a particular maturity are called for redemption, the

Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book entry system is discontinued, will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate office of the Paying Agent; and there shall be delivered to the Owner of such Bond a new Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. Official notice of such call of any of the Bonds for redemption shall be given by the Paying agent by means of first class mail, postage prepaid, by notice deposited in the United States mail not less than thirty (30) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address as shown on the Bond Register.

If on any occasion less than all of the Bonds then outstanding shall be redeemed pursuant to the optional or scheduled mandatory redemption provisions described above, then the principal amount of the Bonds so redeemed shall be considered to have satisfied a portion of the mandatory sinking fund redemptions required by the table above. The principal amounts required by the table above shall be adjusted downward in the amount of principal redeemed in chronological order beginning on the mandatory sinking fund redemption date immediately succeeding the date of such optional or mandatory redemption.

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

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to

and in the issuance of this Bond necessary to constitute the same as a legal, binding and valid obligation of the Issuer, have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana.

STATEMENT OF BOND INSURANCE

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

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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

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

I, the undersigned Secretary of the Calcasieu Parish School Board, governing authority of School District No. 31 of Calcasieu Parish, Louisiana, do hereby certify that the above and

foregoing is a true copy of the complete legal opinion of Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the Bonds of the issue described therein and was delivered to the Original Purchasers thereof. I further certify that an executed copy of the above-referenced legal opinion is on file in my office and that an executed copy thereof has been furnished to the Paying Agent/Registrar for this Bond.

Secretary

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

SECTION 8. Reserved.

SECTION 9. Pledge of Full Faith and Credit; Tax Levy. The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer is hereby pledged to the punctual payment of the Bonds in accordance with the authority of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Sub-Part A, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, as amended, and constitutional and statutory authority supplemental thereto. The Issuer obligates itself and is bound under the terms and provisions of law and the election authorizing the Bonds to impose and collect annually in excess of all other taxes an ad valorem tax on all property subject to taxation within the territorial limits of the Issuer sufficient to pay principal of and interest on the Bonds falling due in each year, said tax to be levied and collected by the same officers, in the same manner and at the same time as other taxes are levied and collected within the territorial limits of the Issuer. The proceeds of such tax shall be devoted and applied to the payment of said interest and principal as such shall become due, and without further action on the part of the Governing

Authority, the proper officer or officers are hereby authorized and directed, for the year 2018 and each year thereafter, to include in the annual levy of taxes upon, and to extend upon the assessment rolls against, all taxable property situated within the territorial limits of the Issuer, a sum sufficient to pay the principal of, premium, if any, and interest on the Bonds becoming due the ensuing year. The Issuer shall deposit the avails of said tax in the "Debt Service Fund" herein provided for. Principal or interest falling due at any time when the proceeds of said tax levy may not be available shall be paid from other funds of the Governing Authority, and such funds shall be reimbursed from the proceeds of said taxes when said taxes shall have been collected. The Issuer covenants and agrees with the Purchaser and the Owner of the Bonds that so long as any of the Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing tax levy, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Fund established in Section 10 to pay the principal of and interest on the Bonds.

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

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

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

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

SECTION 11. Application of Proceeds; 2018 Project Fund. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution. The proceeds derived from the sale of the Bonds, shall be deposited into a fund separate and apart from the general funds of the Governing Authority, namely, the "School District No. 31 Project Fund" (the "2018 Project Fund") hereby created, and disbursements shall be made from the 2018 Project Fund solely and only for the purposes for which the Bonds are being issued and for which the principal proceeds are hereby appropriated.

Earnings, if any, upon the invested proceeds of the Bonds within the 2018 Project Fund shall be maintained within the 2018 Project Fund and utilized solely and only for (i) the purposes for which the Bonds are being issued and/or (ii) payment of any required rebate of excess arbitrage profits to the United States Treasury.

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

SECTION 13. Resolution a Contract. The provisions of this Resolution and the Bonds shall constitute a contract between the Issuer, or its successor, and the Owner or Owners

from time to time of the Bonds and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bonds.

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

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

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

SECTION 15. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law,

neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

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

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

SECTION 18. Mutilated, Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that

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

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

Principal or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or

otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

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

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

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

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

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

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

authorizes, directs, and ratifies the execution by the Executive Officers and delivery of such final Official Statement to Stifel, Nicolaus & Company, Incorporated, as Underwriter.

SECTION 24. Execution of Documents. The Executive Officers of the Issuer are hereby authorized and directed to accept, receive, execute, seal, attest and deliver the Preliminary Official Statement, the Official Statement, the Tax Agreement, the Agreement, the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Bond Purchase Agreement dated March 13, 2018 by and between the Issuer and the Underwriter, and any and all such documents, certificates, and other instruments as are required in connection with the authorization, issuance, and delivery of the Bonds, in such forms as are acceptable to Bond Counsel, or to take such further action as may be appropriate or required by law in connection with the authorization, issuance, and delivery of the Bonds. The acceptance, receipt, execution, seal, attestation, and deliverance of the Bond Purchase Agreement by the Executive Officers of the Issuer is hereby ratified in all respects.

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

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

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

SECTION 27. Reserved.

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

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

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

SECTION 31. Administration of Bond Proceeds. In accordance with and pursuant to the provisions of Subpart A of Part III of Chapter 4 of Sub-Title II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Governing Authority of the Issuer is hereby confirmed as administrator of the

funds of the Issuer, and is further charged with the responsibilities of investing the proceeds of the Bonds in accordance with the terms of this Resolution and the Letter of Investment Instructions which is annexed hereto as **Exhibit B**. The Superintendent of Public Schools for the Parish of Calcasieu, Louisiana, and Ex-officio Secretary of the Governing Authority shall signify his acceptance of the responsibilities set forth herein and within the Letter of Investment Instructions by his execution of the Letter of Investment Instructions.

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

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

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

SECTION 33. Provisions Applicable to the Bond Insurer.

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

The notice address of BAM is:

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor,
New York, NY 10281

Attention: Surveillance, Re: Policy No. _____

Telephone: (212) 235-2500,

Telecopier: (212) 235-1542

Email: notices@buildamerica.com

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

(B) Amendments, Supplements and Consents. BAM's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The Issuer shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.

- (i) *Consent of BAM.* Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:
 - (a) To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto, or
 - (b) To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or

- (c) To add to the conditions, limitations and restrictions on the issuance of the Bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or
 - (d) To add to the covenants and agreements of the Issuer in the Security Documents other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power therein reserved to or conferred upon the Issuer.
 - (e) To issue additional parity debt in accordance with the requirements set forth in the Security Documents.
- (ii) *Consent of BAM in Addition to Bondholder Consent.* Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of holders of the Insured Obligations or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.
- (iii) *Insolvency.* Any reorganization or liquidation plan with respect to the Issuer must be acceptable to BAM. The Paying Agent and each owner of the Insured Obligations hereby appoint BAM as their agent and attorney-in-fact with respect to the Insured Obligations and agree that BAM may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (a) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (b) the direction of an appeal of any order relating to any Claim, (c) the posting of any surety, supersedeas or performance bond pending any such appeal, and (d) the right to vote to accept or reject any plan of adjustment. In addition, the Paying Agent and each owner of the Insured Obligations delegate and assign to BAM, to the fullest extent permitted by law, the right of the Paying Agent and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency

Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

- (iv) *Control by Bam Upon Default.* Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuation of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without BAM's written consent.
- (v) *BAM as Owner.* Upon the occurrence and continuation of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.
- (vi) *Consent of BAM for acceleration.* BAM's prior written consent is required as a condition precedent to and in all instances of acceleration.
- (vii) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.
- (viii) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 11.04 (a)-(e) above to the contrary, (a) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (b) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (a) shall control. For purposes of this paragraph, "Insurer Default" means: (1)

BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (2) BAM shall (I) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (II) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (III) apply for a consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (IV) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (V) make a general assignment for the benefit of creditors, or (VI) take action for the purposes of effecting any of the foregoing; or (3) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

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

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

(E) Assignment to BAM. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of BAM that:

- (i) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Paying Agent), on account of principal of or interest on the

Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and

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

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

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

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

APPROVED AND ADOPTED this 13th day of March, 2018

/s/ Mack Dellafosse
MACK DELLAFOSSE, President

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

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

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

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

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

- ✓ January 20th Policy Council Minutes
- ✓ January's Director's Report
- ✓ January's Attendance Report
- ✓ January's Financial Report
- ✓ 2018-2019 Grant Approval with budget planning

Program Operations

- Enrollment – 455

3. I would like to report our current sales tax numbers for our general fund which show February, 2018, collections at \$1,006,887 or 8.9 % above budget for the eighth month of the 2017-2018 year.

Collections are \$1,103,640 or 9.8 % above collections for the same month last year.

Collections for the 2017-2018 year after eight months are \$37,836,466 or 37.3 % over budget and \$38,030,883 or 37.5 % over the same time period last year.

4. Applications for new charter schools opening in 2019-2020 or beyond were due by March 2, as legally posted on our website. No applications were received.

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

COMMITTEE REPORTS

A. A&P Committee, February 27, 2018/Eric Tarver, *Chair*

Mr. Tarver gave the following report:

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, February 27, 2018 in the Board room at 3310 Broad Street, Lake Charles, Louisiana. A quorum was present.

Mr. Tarver called the meeting to order at 5p.m. The prayer and Pledge of Allegiance was led by Ron Hayes. Present: Eric Tarver, Chair, Committee members, Chad Guidry, John Duhon, Damon Hardesty, Dean Roberts, Alvin Smith, Wayne Williams and Shannon LaFargue, Secretary. Other Board Members present Russell Castille, Mack Dellafosse, Ron Hayes and Aaron Natali.

Absent : Annette Ballard, Fred Hardy

Dr. LaFargue discussed Lunching with Law Enforcement.

Recently, the District Attorney's Office, the Calcasieu Parish School Board, and local stakeholders announced new local initiatives regarding the targeting of youth violence. With this in mind, staff is recommending another layer of support to these initiatives. Our recommended initiative is called Lunching with Law Enforcement. This new initiative is a partnership between CPSB's School Nutrition Program and local law enforcement agencies.

Lunching with Law Enforcement will bring law enforcement officers into school cafeterias twice a month to eat lunch with our students. Each agency is invited to send up to two (officers/deputies) per campus on the first and third Thursdays of each month during the school year. Lunch will be provided to (officers/deputies) at no cost. All they will need to do is show up and spend time with our students. People and agencies working together is what builds a better community. The School Board's goal through *Lunching with Law Enforcement* is to further strengthen the existing relationship between the community we serve and local law enforcement agencies. We are truly better together. It's been said more than once that raising a child takes a village. We are part of that village for over 33,000 students in our community, and so are the members of the (law enforcement agency).

There was much discussion on the subject.

On a motion by Mack Dellafosse and seconded by Damon Hardesty, it was recommended to approve Lunching with Law Enforcement as presented.

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

Next, Andrea Matte, Bus Driver Association, spoke on a blue card.

Then, Dr. LaFargue discussed Transportation - Leasing buses and maintenance services vs. purchasing buses and maintenance services.

At the November 14th, 2017, Board meeting, staff was given permission to look into outsourcing maintenance options for the transportation department. This request by staff and subsequent board approval followed an A to Z look at the Transportation Department which was presented at the October 27, 2017, A & P meeting. After examining current trends in the industry and other parishes utilizing leasing programs, staff would like to discuss leasing buses and maintenance services.

There was much discussion on the subject. On a motion by Mr. Dellafosse and a second by Mr. Hayes, it was approved by vote to discuss this item further.

On behalf of the committee, Mr. Tarver offered a motion to approve the recommendation to look into this for further discussion. A second was not needed and the motion carried on a vote.

Then, Dr. LaFargue discussed Coaching Supplements – Add one Assistant Coaching Supplement to each High School's allotment.

It is the recommendation of staff that one full-time assistant coaching supplement be added to each high

school in the parish.

On a motion by John Duhon and seconded by Damon Hardesty, it was recommended to approve adding one Assistant Coaching Supplement to each High School's allotment as presented.

John Duhon offered a motion to amend to add one Assistant Coaching Supplement at each middle school. Damon Hardesty seconded the motion.

Next, Teri Johnson, Calcasieu Federation of Teachers, spoke on a blue card. After much discussion it was recommended to approve adding one Assistant Coaching Supplement to each High School and Middle School allotment. On a vote, the motion carried; there was one nay vote.

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

Then, Dr. LaFargue discussed Perfect Attendance Incentive Program Update. This item is for informational purposes only. For the first semester, 303 (up from 240) teachers qualified for the perfect attendance incentive of \$200. This is a 26% increase in teachers from last year's qualifiers.

Next, Dr. LaFargue discussed Bus Driver Employee Referral Program. This item is for informational purposes only. The Bus Driver Employee Program has produced 16 drivers and has paid referring employees in our district \$10,000 with an additional \$2,000 to be paid out once some of the drivers reach their 6 month mark on the job.

Then, Christa Foolkes, Deaf/Hard of Hearing Consultant, spoke on a blue card.

Next, Dr. LaFargue discussed the Consideration of Amendments to Interpreter Salary Schedules. The problem is the critical shortage of educational interpreters which leaves our students without service providers. The solution would be to provide a salary that will attract qualified interpreters.

On a motion by Mack Dellafosse and seconded by Ron Hayes, it was recommended to approve Consideration of Amendments to Interpreter Salary Schedules as presented.

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

Then, the next items presented were revisions to Calcasieu Parish School Board policies. Dr. LaFargue presented **Policies DFN, Sale of Buildings and Land, ECA, Authorized Use of Equipment – New Policy, GBC, Recruitment, GBRIB, Sick Leave, IDCJ, Supplemental Educational Services – Recommended for Deletion, IDDH, English Learner Program, IFD, Parent and Family Engagement, IFDA, Parental Rights/Student Rights of Privacy, JR, Student Records, and DFAA, Industrial Tax Exemption – New Policy.** There were minor revisions to the language.

On a motion by Ron Hayes and seconded by Mack Dellafosse, it was recommended to approve Policies

DFN, ECA, GBC, GBRIB, IDCJ, IDDH, IFD, IFDA, JR, AND DFAA, as presented.

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

DFN – Sale of Buildings and Land

School Boards may now utilize the services of real estate brokers when selling land and building no longer needed for use by the school Board. With the passage of Acct 249, School Boards have the option of using public auction or sealed bids, or contracting with a licensed real estate broker and appraiser.

FILE: DFN

Cf: DIC, DFM

SALE OF BUILDINGS AND LAND

~~The Calcasieu Parish School Board may sell, or otherwise dispose of, at public or private sale, for cash or on terms of credit, any school site, building, facility, or other property which is not used and, in the judgment of the School Board, is not needed in the operation of any school or schools within the district. Any such sale, lease, or disposal of such school property shall be on such terms and conditions and for such consideration as the School Board shall prescribe.~~

Whenever the Calcasieu Parish School Board determines that any school lands or other immovable property under its control are no longer needed for school purposes and that the best interest of the School Board would be served by the sale of such lands, the School Board shall have authority to dispose of such lands at public auction,
under sealed bids, or by a licensed real estate broker.

The School Board may obtain appraisals from up to three (3) Louisiana state-licensed commercial real estate appraisers to ascertain the current value of the property.

The appraisals shall be obtained within six (6) months prior to conducting the sale of the property.

PROCEDURES

Real estate that has been declared as no longer needed for public school purposes shall be disposed of as outlined below:

1. Sale Utilizing Public Auction or Sealed Bids

- A. At least one (1) real estate appraisal shall be obtained reflecting the fair market value.
 - B. Local governmental authorities shall be notified that such property is no longer needed for purposes and invited to submit a proposal if there is a need for such property.
 - C. Advertisement for sealed bids shall be published in the School Board's official journal on at least three (3) separate days for at least thirty (30) days prior to the date the land is to be offered for sale, or as otherwise provided for in state law.
 - D. Upon receipt and opening of bids at the time designated, all bids shall be considered by the School Board and the property sold to the highest bidder in accordance with such terms and conditions as the School Board shall determine. The School Board shall reserve the right to reject any and all bids.
- 1) The first time the School Board offers a particular property for sale, the minimum bid shall be percent (85%) of the appraised value of the property.
- 2) If the School Board fails to sell the property because the maximum bid received was not equal to or greater than the minimum bid in item A D 1) above, the School Board may make a second effort to sell the property. The minimum bid for a second effort to sell the same property shall be eighty percent (80%) of the appraised value.
- 3) If the School Board has twice failed to sell property because the maximum bid received was not equal to or greater than the minimum bid provided above, there shall be no minimum bid at the third effort to sell the property, and the School Board may sell the property to the highest bidder.

2. Sale of School Board Property Utilizing Real Estate Broker

- A. In lieu of public auction or sealed bids, and when it is in the best interest of the School Board, the School Board may contract for the services of a licensed real estate broker to conduct the sale of the property. The licensed commercial real estate broker shall be selected utilizing a request for quotes/qualifications process based on the following minimum qualifications:
- ☐ Licensed within the State of Louisiana;
 - ☐ Ability to provide substantial real estate-related analytical data and financial information; and
 - ☐ Well-established local and regional business relationships and partnerships to promote effective business solutions.
- B. The term of the contract shall not exceed six (6) months. A minimum sale price and a time

period within which the sale is to occur shall be specified by the School Board as conditions of the contract. Payment to the real estate broker for conducting the sale shall not exceed five percent (5%) of the sale price and shall be contingent upon completion of the sale in accordance with the terms and conditions of the contract. The School Board shall have the right to cancel the contract at any time for any reason prior to the sale and conduct the sale as otherwise provided by law.

C. No member or immediate family, as defined in La. Rev. Stat. Ann. §42:1102, of the School Board or legislature shall perform the services of appraiser or real estate broker authorized by this Section.

The deed evidencing act of sale executed by the President of the School Board shall be full and complete evidence of the sale, shall convey a good and valid title to the property sold, and shall have the force and effect of a notarial act.

SIXTEENTH SECTION LANDS

The Calcasieu Parish School Board shall conduct all elections to authorize the sale of sixteenth section land and the funds realized from the sale of such land, after deduction for necessary expenses connected with such elections, shall be promptly forwarded to the state auditor. These funds shall be credited to the general school funds of the School Board.

Revised: November,
2010

Revised and Recoded: January,
2013

Revised: November,
2017

Ref: La. Rev. Stat. Ann. "17:87, 17:87.6, 41:640, 41:891, 41:892; Board minutes, 2-8-11, 2-5-13.

FILE: DFN

Cf: DIC, DFM

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 - 1) The first time the School Board offers a particular property for sale, the minimum bid shall be eighty-five percent (85%) of the appraised value of the property.
 - 2) If the School Board fails to sell the property because the maximum bid received was not equal to or greater than the minimum bid in item D 1) above, the School Board may make a second effort to sell the property. The minimum bid for a second effort to sell the same property shall be eighty percent (80%) of the appraised value.
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- B. The term of the contract shall not exceed six (6) months. A minimum sale price and a time period within which the sale is to occur shall be specified by the School Board as conditions of the contract. Payment to the real estate broker for conducting the sale shall not exceed five percent (5%) of the sale price and shall be contingent upon completion of the sale in accordance with the terms and conditions of the contract. The School Board shall have the right to cancel the contract at any time for any reason prior to the sale and conduct the sale as otherwise provided by law.
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ECA – Authorized Use of Equipment

This new policy allows School Boards, with the use of a cooperative endeavor agreement, to share equipment with another public entity without expending funds for such use.

NEW POLICY

**FILE:
ECA**

AUTHORIZED USE OF EQUIPMENT

SHARING OF EQUIPMENT BETWEEN PUBLIC ENTITIES

Notwithstanding any other provisions of law to the contrary, the School Board may share equipment with another public entity without having to expend funds for such use, provided that both entities have executed a *cooperative endeavor agreement* for the use of the equipment.

The cooperative endeavor agreement shall set forth in reasonable detail the obligations of the parties and shall:

1. Identify the equipment that will be shared.
2. Explain the use of the equipment and the approximate length of time for use of the equipment by the requesting public entity.
3. Address the responsibility for repairing or replacing the equipment when the equipment becomes inoperable for its intended use due to a mechanical or other breakdown while in the possession of the requesting public entity.
4. Include a hold harmless provision releasing the lending public entity from expenses, damages, or losses arising from the use of the equipment.

When an emergency situation is declared and public entities need to share equipment, the provisions above requiring a cooperative agreement shall not be required, provided the public entities share the equipment in good faith relative to the emergency situation.

PERSONAL USE OF SCHOOL EQUIPMENT

It is the policy of the Calcasieu Parish School Board that no School Board equipment shall be removed or taken home for personal use. Any employee who has a need to take equipment home or to another site for school-

related purposes shall obtain written permission from his/her principal, supervisor, or Superintendent. A copy of the approval shall be maintained on file in the appropriate office for three (3) years. Equipment used in this manner shall be returned to its assigned work location immediately upon completion of usage and the date of return shall be noted on the approval form.

LOANING OF SCHOOL EQUIPMENT

Principals may approve the loaning of items such as tables, chairs, and non-depreciating items to outside school organizations or groups that may be sponsoring a school-related activity on or away from the school campus.

The proper form shall be completed and kept at the school site specifying: item(s) borrowed, date item(s) borrowed, number of each item borrowed, signature of person receiving item(s), date item(s) returned, and signature of person verifying item(s) returned.

TRANSFER OF SCHOOL PROPERTY

When an employee leaves a work site, either through transfer, resignation, or retirement, only personal property items belonging to the employee may be taken from his/her work site. Materials and equipment purchased with School Board or school funds shall remain at the site for which they were purchased.

In the case of items of technology, the building administrator shall inquire to the School Board's Technology Department to determine transfer eligibility for these items. The nature of funding source along with the scope of the project used to obtain this equipment shall determine whether or not certain items may be transferred to another School Board site along with the employee.

In any case, the employee must seek the permission of the building administrator before removing any materials from the site. As usual, should any item be transferred to any other site, the proper disposition sheet(s) shall be completed and forwarded to the inventory specialist for accountability.

Additionally, equipment and/or supplies purchased or fabricated and donated by auxiliary and/or support organizations become the property of the Calcasieu Parish School Board and are therefore governed by this policy.

New policy: November,
2017

Ref: La. Rev. Stat. Ann. §§17:81, 33:4712.17.

FILE:

ECA

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New policy: November,
2017

Ref: La. Rev. Stat. Ann. §§17:81,
33:4712.17.

GBC – Recruitment

A section allowing a district judge or district attorney to approve a recommendation from the superintendent to hire a person who was convicted or plead no contendere to crimes listed in La. Rev. Stat. 15:587, has been removed from this policy.

RECRUITMENT

FILE: GBC

Cf: GBBA, GBD

The Calcasieu Parish School Board shall make a concerted effort to recruit the best qualified applicants available. When vacancies occur in existing positions or when new positions are created, and such positions are not filled by transfer of qualified personnel, the Superintendent or his/her designee shall post notice of the vacancy and shall have the discretion to advertise for certain positions when circumstances warrant.

When filling vacancies in positions of authority or those with policymaking duties, the Superintendent or his/her designee shall not utilize only oral contacts and interviews of applicants considered, or use any other means to circumvent the provisions of state statute. Nothing, however, shall prohibit oral contact prior to a person becoming an applicant or shall prohibit oral contact which may result in a written application or other documents.

APPLICATIONS

Applications submitted for positions within the jurisdiction of the School Board shall be maintained on active status for a period of one (1) year from the date of receipt by the personnel department. Each individual seeking employment shall complete and submit the appropriate application designed for the position sought, and an employee seeking reassignment or promotion shall file the appropriate documents in a timely manner for each position sought.

Disclosure of Information by Applicant

As part of the application process, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of *sexual misconduct with students*, as defined by the Louisiana Board of Elementary and Secondary Education (BESE), and outlined in the *Louisiana Handbook for School Administrators*, Bulletin 741, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.
3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
4. All actual or investigated cases of *abuse or neglect* committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be

required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, through its Superintendent or his/her designee, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The Superintendent, or principal, with the approval of the Superintendent, may employ any applicant on a conditional basis pending a review of any information obtained pursuant to this request. Permanent employment shall not occur until the information has been satisfactorily verified. However, in accordance with statutory provisions, the Superintendent shall not hire any applicant who does not sign the release of information statement as required by law.

Any information obtained by the School Board as a result of the signed release statement and request outlined above shall be used by the Superintendent *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, as part of the application process, the School Board shall request the applicant's performance evaluation results, if applicable. The applicant, once the evaluation results have been received, shall be given an opportunity to review the information received and provide any response or information the applicant deems appropriate.

Finally, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

Disclosure of Applicant's Records

The name of each applicant for certain positions of authority or those with policymaking duties, the qualifications of such an applicant, and any relevant employment history or experience of such an applicant shall be available for public inspection, examination, copying, or reproduction as provided for in the statutory provisions governing public works.

Bus Operators

All persons, prior to employment as a bus operator with the Board, shall fill out an application form. Each applicant shall complete all prerequisites required by law and Bulletin 119, *Louisiana Student Transportation Specifications and Procedures*, before he/she shall be considered for employment as a bus ~~driver~~ operator or substitute bus ~~driver~~ operator.

Upon completion of the prerequisites, the applicant's valid application shall be filed in the personnel department for consideration of employment to fill vacancies as they occur. All applications shall be validated each year.

CRIMINAL HISTORY OF APPLICANTS

The Calcasieu Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests, convictions, having pled *nolo contendere*, or other dispositions, including dismissal of convictions, of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann.

§15:587.1 shall be hired as a teacher, substitute teacher, bus ~~driver operator~~, substitute bus ~~driver operator~~, or janitor, or as a temporary, part-time, or permanent school employee of any kind; ~~unless approved in writing by a district judge and the district attorney with jurisdiction in this parish, or if employed on an emergency basis, unless approved in writing by the Superintendent. Any such statement of approval shall be kept on file at all times at the location wherein the employee is assigned and shall be produced upon request by any law enforcement officer.~~

2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry, subject to the approval of the Superintendent.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a review held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty

or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.

8. The Superintendent, or principal with the approval of the Superintendent, may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

Revised: November,
2006

Revised: June,
2012

Revised: November,
2017

Ref: La. Rev. Stat. Ann. "15:587, 15:587.1, 17:15, 17:24.2, 17:81, 17:81.9, 17:83, 17:430, 17:3884, 23:291, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; La. Children's Code, Art. 603, 606; Board minutes, 2-6-07, 8-7-12.

FILE: GBC

Cf: GBBA, GBD

RECRUITMENT

The Calcasieu Parish School Board shall make a concerted effort to recruit the best qualified applicants available. When vacancies occur in existing positions or when new positions are created, and such positions are not filled by transfer of qualified personnel, the Superintendent or his/her designee shall post notice of the vacancy and shall have the discretion to advertise for certain positions when circumstances warrant.

When filling vacancies in positions of authority or those with policymaking duties, the Superintendent or his/her designee shall not utilize only oral contacts and interviews of applicants considered, or use any other means to circumvent the provisions of state statute. Nothing, however, shall prohibit oral contact prior to a person becoming an applicant or shall prohibit oral contact which may result in a written application or other documents.

APPLICATIONS

Applications submitted for positions within the jurisdiction of the School Board shall be maintained on active status for a period of one (1) year from the date of receipt by the personnel department. Each

individual seeking employment shall complete and submit the appropriate application designed for the position sought, and an employee seeking reassignment or promotion shall file the appropriate documents in a timely manner for each position sought.

Disclosure of Information by Applicant

As part of the application process, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of *sexual misconduct with students*, as defined by the Louisiana Board of Elementary and Secondary Education (BESE), and outlined in the *Louisiana Handbook for School Administrators*, Bulletin 741, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.
3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
4. All actual or investigated cases of *abuse or neglect* committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

If an investigation determined that a formal allegation of an applicant was inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, through its Superintendent or his/her designee, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The Superintendent, or principal, with the approval of the Superintendent, may employ any applicant on a conditional basis pending a review of any information obtained pursuant to this request. Permanent employment shall not occur until the information has been satisfactorily verified. However, in accordance with statutory provisions, the Superintendent shall not hire any applicant who does not sign the release of information statement as required by law.

Any information obtained by the School Board as a result of the signed release statement and request outlined above shall be used by the Superintendent *only* for the purpose of evaluating an applicant's

qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, as part of the application process, the School Board shall request the applicant's performance evaluation results, if applicable. The applicant, once the evaluation results have been received, shall be given an opportunity to review the information received and provide any response or information the applicant deems appropriate.

Finally, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

Disclosure of Applicant's Records

The name of each applicant for certain positions of authority or those with policymaking duties, the qualifications of such an applicant, and any relevant employment history or experience of such an applicant shall be available for public inspection, examination, copying, or reproduction as provided for in the statutory provisions governing public works.

Bus Operators

All persons, prior to employment as a bus operator with the Board, shall fill out an application form. Each applicant shall complete all prerequisites required by law and Bulletin 119, *Louisiana Student Transportation Specifications and Procedures*, before he/she shall be considered for employment as a bus operator or substitute bus operator.

Upon completion of the prerequisites, the applicant's valid application shall be filed in the personnel department for consideration of employment to fill vacancies as they occur. All applications shall be validated each year.

CRIMINAL HISTORY OF APPLICANTS

The Calcasieu Parish School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. A prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests, convictions, having pled nolo contendere, or other dispositions, including dismissal of convictions, of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. No person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall be hired as a teacher, substitute teacher, bus operator, substitute bus operator, or janitor, or as a temporary, part-time, or permanent school employee of any kind.
2. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
3. Every such prospective employee shall be subjected to fingerprinting and each person's fingerprints shall be submitted to the proper authorities for a criminal history review.
4. A person who has submitted his/her fingerprints may be temporarily hired pending the results of the inquiry, subject to the approval of the Superintendent.
5. Upon the final conviction or upon a plea of *nolo contendere* of any crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74 (criminal neglect of family), any teacher may be dismissed following a review held in accordance with statutory provision.
6. Any other school employee if such employee is convicted of or pleads *nolo contendere* to crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, may be dismissed.
7. A teacher or any other School Board employee shall report any final conviction or plea of guilty or *nolo contendere* to any criminal offense, excluding traffic offenses, to the School Board within forty-eight (48) hours of conviction or plea.
8. The Superintendent, or principal with the approval of the Superintendent, may reemploy a teacher or other school employee who has been convicted of crimes enumerated in La. Rev. Stat. Ann. §15:587.1, except La. Rev. Stat. Ann. §14:74, **only** upon written approval of a district judge and the district attorney who has jurisdiction in this school district, or upon written documentation from the court in which the conviction occurred stating that the conviction had been reversed, set aside, or vacated.

Revised: November, 2006

Revised: June, 2012

Revised: November, 2017

Ref: La. Rev. Stat. Ann. "15:587, 15:587.1, 17:15, 17:24.2, 17:81, 17:81.9, 17:83, 17:430, 17:3884, 23:291, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; La. Children's Code, Art. 603, 606; Board minutes, 2-6-07, 8-7-12.

GBRIB – Sick Leave

Act 227 has made changes to statutory language regarding additional leave provided for disability as a result of physical assault and battery, or physical contact with a student, and provides for certification of such disability. This policy now has a terminology section for different types of employees that are impacted by the policy.

SICK LEAVE

FILE: GBRIB

Cf: EGAA, GBRIBB

The Calcasieu Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay in accordance with the following schedule:

<u>Months Employed</u>	<u>Sick Leave Days per Year</u>
9	10
10	11
11	11
12	12

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a *teacher* employed by the School Board shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum of ten days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed, and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only *three days* of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

All other employees (10, 11, and 12 month employees) will be given a minimum of 10, 11, or 12 days which will be based on the employee's hire date. If hired after the appropriate starting time, their sick leave will be prorated from a schedule established by the Personnel Department.

TERMINOL OGY

Statutes governing sick leave for School Board personnel include differing provisions for different categories of

employees. For purposes of this policy, the following terminology shall apply:

(information in green moved from below)

Teacher:

A teacher shall mean any person employed by the School Board who holds a valid teaching certificate issued by the Louisiana Department of Education and or any social worker, guidance counselor, or school psychologist employed by the School Board who holds, as applicable, a valid professional ancillary certificate in social work, guidance counseling, or school psychology issued by the Louisiana Department of Education.

Bus Driver

A bus operator shall mean any person employed by the School Board who operates a school bus transporting children under the supervision of the School Board.

School Employee:

A school employee shall mean any person employed by the School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus driver operator.

The use of the term employee shall include all three categories of personnel.

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician certifying such absence upon return to work. In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a physician specified by the Superintendent or School Board, in order to verify the existence of ~~a medical disability~~ an illness, injury, or medical emergency.

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, printed, or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the ~~disability~~ illness or injury, date of the ~~disability~~ illness or injury, and the anticipated return-to-work date.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

SICK LEAVE FOR EMERGENCIES

Emergencies for sick leave purposes shall be defined by the School Board as:

1. serious illness or disability of immediate family (spouse or children);
2. serious illness or disability of the employee's parents or those to the spouse, brothers and sisters or those of the spouse; or
3. wedding of the employee.

Emergencies not listed shall be considered by the

Superintendent. EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 15, 1999 for all *teachers and bus drivers operators* employed as of that date, on August 15, 2008 for *school employees* ~~(not a teacher or whose employment does not require a teacher's certificate, or who is not employed as a bus driver)~~ employed as of that date, or on the effective date of employment for those employees employed after the dates above. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

Unused days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

Definition

S

Child means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing *in loco parentis* to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

Immediate family member shall mean a spouse, parent, or child of the employee.

Infant means a child under one year of age.

Medical necessity shall be the result of a catastrophic illness or injury, a life-threatening, chronic, or incapacitating condition, as certified by a physician, of the employee or a member of his/her immediate family.

Parent means the biological parent of an employee or an individual who stood in *loco parentis* to the employee.

Extended Sick Leave for Maternity Purposes

Each *teacher* granted maternity leave in accordance with state law and who has no remaining sick leave available may also be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a physician as relating to infant or maternal health.

Gainful Employment Permitted

An employee may undertake additional gainful employment while on extended sick leave, provided all of the following conditions are met:

1. The employee can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the employee has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
2. The physician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the employee to return to the School Board all compensation paid during any week of extended sick leave in which the employee worked more than twenty (20) hours and to reimburse the School Board all related employment costs attributable to such period as calculated by the School Board, without any restoration of leave days.

Application Process

On every occasion that a *teacher* uses extended sick leave, a statement from a licensed physician certifying that it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health, or that it is a medical necessity, shall be presented prior to extended sick leave being taken.

On every occasion that a *bus driver operator* or *any other school employee* uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the *bus operator or school employee* to be absent for at least ten (10) consecutive work days shall be presented prior to extended sick leave being taken.

The required physician's statement may be presented along with the request for extended sick leave subsequent to the *teacher's* or *school employee's* return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation is presented within three (3) days after the *teacher* or *school employee* returns to service. However, the School Board or the Superintendent reserves the right to question the validity

of the medical certification after the three day period.

If the period an employee is on extended sick leave is anticipated to carry over from one school year to the start of the next school year, another application and physician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

(Information in green moved below)

1. ~~Upon review of the application, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as a condition for continued extended sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. In such case, the School Board shall pay all costs of the examination and any tests determined to be necessary. If the physician finds medical necessity, the leave shall be granted.~~
2. ~~If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as a condition for continued extension of sick leave, to be examined by a third licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the School Board or Superintendent. All costs of an examination and any required tests by a third doctor shall be paid by the School Board. The final determination of medical necessity shall be based on the opinion of the third physician.~~
3. ~~The opinion of all physicians consulted in determining medical necessity of the extended sick leave shall be submitted to the School Board or Superintendent in the form of a sworn statement. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.~~

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is ~~injured and~~ disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. ~~The employee~~ A teacher shall be required to provide a certificate from a physician certifying ~~such injury and incapacitation~~ the disability. A bus operator or school employee shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

Disability, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any *teacher* or *school employee*, but **not** a *bus operator* is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

Any *teacher* who is ~~injured or~~ disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while ~~injured or~~ disabled as a result of rendering such assistance. Any *school employee*, but not a *bus operator*, ~~injured or~~ disabled in a similar manner shall receive up to ninety (90) days of such sick leave. The *teacher* or *school employee* shall be required to present a certificate from a physician certifying ~~such injury or~~ the disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

~~If the School Board questions the validity or accuracy of the physician's certification submitted by a teacher, the School Board may require the teacher to be examined by a licensed physician selected by the School Board. Any further review of medical certification shall proceed in the same manner as requests for extended sick leave, which is outlined under Application Process above. The School Board shall pay all costs of any examinations and tests determined to be necessary.~~

The School Board shall not reduce the pay or accrued sick leave of any teacher or school employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student.

If the teacher's or school employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the teacher's or school employee's leave shall be granted or continued as provided by statute.

VALIDITY OF PHYSICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the physician's certification for any type of sick leave request made by a teacher, or for extended leave or leave requested as a result of physical assault or battery made by a bus operator or school employee, the School Board may require the employee to be examined by a licensed physician selected by the School Board.

Any further review of medical certification shall proceed as follows:

(Information in green moved from above)

1. Upon review of the application physician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as a condition for ~~continued extended~~ taking the applicable sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. ~~In such case, the School Board shall pay all costs of the examination and any tests determined to be necessary.~~ If the physician finds medical necessity or certifies the disability, the leave shall be granted.
2. If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as a condition for ~~continued extension of~~ taking the applicable sick leave, to be examined by a third licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the School Board or Superintendent. ~~All costs of an examination and any required tests by a third doctor shall be paid by the School Board.~~ The final determination of medical necessity or certification of a disability shall be based on the opinion of the third physician.
3. In the determination of the validity of a physician's certification, the opinion of all physicians consulted in ~~determining medical necessity of the extended sick leave~~ shall be submitted to the School Board or Superintendent in the form of a sworn statement. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

The School Board shall pay all costs of any examinations and tests determined to be necessary.

SICK LEAVE/WORKERS' COMPENSATION

Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the *teacher* shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the *teacher's* option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the *teacher* was receiving at the time of injury or disability. The *teacher* shall be required to present a certificate from a physician certifying such injury or incapacitation.

VESTING OF SICK LEAVE

All sick leave accumulated by a *teacher* or *school employee*, but not a *bus operator*, shall be vested in the *teacher* or *school employee* by whom such leave has been accumulated. In the event of the transfer of a *teacher* or *school employee* from one school system to another in Louisiana, or upon the return of such *teacher* or *school employee* to the same school system within five (5) years or such longer period that may be approved by the School Board to which the *teacher* or *school employee* returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the *teacher* or *school employee*, such vested leave which remains unused or for which the *teacher* or *school employee* has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to,

or continued by the School Board and shall be retained to the credit of *teacher* or *school employee*.

PAYMENT UPON RETIREMENT OR DEATH

Upon the retirement of any employee, or upon the employee entering or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the Calcasieu Parish School Board who participates in the *Deferred Retirement Option Program (DROP)* shall be eligible for and may elect to receive on a one-time basis severance pay (accrued sick leave up to a maximum of twenty-five (25) days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

DEFINITIONS

(Information in green moved to page 1)

Teacher:

~~Any person employed by the School Board who holds a valid teaching certificate issued by the Louisiana Department of Education and any social worker, guidance counselor, or school psychologist employed by the School Board who holds a valid professional ancillary certificate in social work, guidance counseling, or school psychology issued by the Louisiana Department of Education.~~

Bus Driver:

~~Any person employed by the School Board who operates a school bus transporting children under the supervision of the School Board.~~

School Employee:

~~Any person employed by the School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus driver.~~

Revised: December, 1991

Revised: January, 2010

Revised: December, 1995

Revised: July, 2010

Revised: June, 1999

Revised: September, 2012

Revised: August, 1999

Revised: September 9, 2014

Revised: September, 1999

Revised: November, 2017

Revised: August, 2001

Revised: September, 2001

Revised: June, 2003

Revised: September, 2004

Revised: September, 2008

Ref: La. Rev. Stat. Ann. "14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 3-17-92, 6-5-01, 3-11-03, 12-7-04, 10-7-08, 1-12-10, 7-13-10, 10-2-12, 9-9-14.

FILE: GBRIB

Cf: EGAA, GBRIBB

SICK LEAVE

The Calcasieu Parish School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies without loss of pay in accordance with the following schedule:

<u>Months Employed</u>	<u>Sick Leave Days per Year</u>
9	10
10	11
11	11
12	12

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a *teacher* employed by the School Board shall not be allowed any sick leave until he/she reports for duty and actually performs work.

The minimum of ten days of sick leave for an employee shall be based on the employee beginning work

at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed, and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only *three days* of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

All other employees (10, 11, and 12 month employees) will be given a minimum of 10, 11, or 12 days which will be based on the employee's hire date. If hired after the appropriate starting time, their sick leave will be prorated from a schedule established by the Personnel Department.

TERMINOL OGY

Statutes governing sick leave for School Board personnel include differing provisions for different categories of employees. For purposes of this policy, the following terminology shall apply:

A *teacher* shall mean any person employed by the School Board who holds a valid teaching certificate or any social worker, guidance counselor, or school psychologist employed by the School Board who holds, as applicable, a valid professional ancillary certificate.

A *bus operator* shall mean any person employed by the School Board who operates a school bus transporting children under the supervision of the School Board.

A *school employee* shall mean any person employed by the School Board who is not a teacher or whose employment does not require the holding of a teacher's certificate or who is not employed as a bus operator.

The use of the term *employee* shall include all three categories of personnel.

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a physician certifying such absence upon return to work. In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a physician specified by the Superintendent or School Board, in order to verify the existence of an illness, injury, or medical emergency.

Excuses for employee absences due to illness or injury must be provided on physician's letterhead containing the physician's name, address, and telephone number, typed, printed, or as part of the letterhead. The physician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the illness or injury, date of the illness or injury, and the anticipated return-to-work date.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

SICK LEAVE FOR

EMERGENCIES

Emergencies for sick leave purposes shall be defined by the School Board as:

1. serious illness or disability of immediate family (spouse or children);
2. serious illness or disability of the employee's parents or those to the spouse, brothers and sisters or those of the spouse; or
3. wedding of the employee.

Emergencies not listed shall be considered by the

Superintendent. EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on August 15, 1999 for all *teachers* and *bus operators* employed as of that date, on August 15, 2008 for *school employees* employed as of that date, or on the effective date of employment for those employees employed after the dates above. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

Unused days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

Definitions

Child means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing in *loco parentis* to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

Immediate family member shall mean a spouse, parent, or child of the employee.

Infant means a child under one year of age.

Medical necessity shall be the result of a catastrophic illness or injury, a life-threatening, chronic, or incapacitating condition, as certified by a physician, of the employee or a member of his/her immediate family.

Parent means the biological parent of an employee or an individual who stood in *loco parentis* to the employee.

Extended Sick Leave for Maternity

Purposes

Each *teacher* granted maternity leave in accordance with state law and who has no remaining sick leave available may also be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a physician as relating to infant or maternal health.

Gainful Employment

Permitted

An employee may undertake additional gainful employment while on extended sick leave, provided **all** of the following conditions are met:

1. The employee can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the employee has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
2. The physician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the employee to return to the School Board all compensation paid during any week of extended sick leave in which the employee worked more than twenty (20) hours and to reimburse the School Board all related employment costs attributable to such period as calculated by the School Board, without any restoration of leave days.

Application

Process

On every occasion that a *teacher* uses extended sick leave, a statement from a licensed physician certifying that it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health, or that it is a medical necessity, shall be presented prior to extended sick leave being taken.

On every occasion that a *bus operator* or *school employee* uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the *bus operator* or *school employee* to be absent for at least ten (10) consecutive work days shall be presented prior to extended sick leave being taken.

The required physician's statement may be presented along with the request for extended sick leave subsequent to the *teacher's* or *school employee's* return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and

required documentation is presented within three (3) days after the *teacher* or *school employee* returns to service. However, the School Board or the Superintendent reserves the right to question the validity of the medical certification after the three day period.

If the period an employee is on extended sick leave is anticipated to carry over from one school year to the start of the next school year, another application and physician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. A *teacher* shall be required to provide a certificate from a physician certifying the disability. A *bus operator* or *school employee* shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

Disability, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any *teacher* or *school employee*, but **not** a *bus operator* is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

Any *teacher* who is disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while disabled as a result of rendering such assistance. Any *school employee*, but not a *bus operator*, disabled in a similar manner shall receive up to ninety (90) days of such sick leave. The *teacher* or *school employee* shall be required to present a certificate from a physician certifying the disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

The School Board shall not reduce the pay or accrued sick leave of any *teacher* or *school employee* who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical

contact with a student.

If the *teacher's* or *school employee's* physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the *teacher's* or *school employee's* leave shall be granted or continued as provided by statute.

VALIDITY OF PHYSICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the physician's certification for any type of sick leave request made by a *teacher*, or for extended leave or leave requested as a result of physical assault or battery made by a *bus operator* or *school employee*, the School Board may require the employee to be examined by a licensed physician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the physician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a licensed physician selected by the School Board or Superintendent. If the physician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected physician disagrees with the original medical certification from the physician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a *third* licensed physician, whose name appears next in the rotation of physicians on a list established by the local medical society and maintained by the School Board or Superintendent. The final determination of medical necessity or certification of a disability shall be based on the opinion of the third physician.
3. In the determination of the validity of a physician's certification, the opinion of *all* physicians consulted shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

The School Board shall pay all costs of any examinations and tests determined to be

necessary. SICK LEAVE/WORKERS' COMPENSATION

Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the *teacher* shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the *teacher's* option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the *teacher* was receiving at the time of injury or disability. The *teacher* shall be required to present a certificate from a physician certifying such injury or incapacitation.

VESTING OF SICK LEAVE

All sick leave accumulated by a *teacher or school employee*, but *not a bus operator*, shall be vested in the *teacher or school employee* by whom such leave has been accumulated. In the event of the transfer of a *teacher or school employee* from one school system to another in Louisiana, or upon the return of such *teacher or school employee* to the same school system within five (5) years or such longer period that may be approved by the School Board to which the *teacher or school employee* returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the *teacher or school employee*, such vested leave which remains unused or for which the *teacher or school employee* has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to, or continued by the School Board and shall be retained to the credit of *teacher or school employee*.

PAYMENT UPON RETIREMENT OR DEATH

Upon the retirement of any employee, or upon the employee entering or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the Calcasieu Parish School Board who participates in the *Deferred Retirement Option Program (DROP)* shall be eligible for and may elect to receive on a one-time basis severance pay (accrued sick leave up to a maximum of twenty-five (25) days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

Revised: December, 1991
January, 2010

Revised:

Revised: December, 1995
July, 2010

Revised:

Revised: June, 1999
2012

Revised: September,

Revised: August, 1999
9, 2014

Revised: September

Revised: September, 1999
2017

Revised: November,

Revised: August,
2001

Revised: September,

2001

Revised: June,
2003

Revised: September, 2004

Revised: September, 2008

Ref: La. Rev. Stat. Ann. "14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 3-17-92, 6-5-01, 3-11-03, 12-7-04, 10-7-08, 1-12-10, 7-13-10, 10-2-12, 9-9-14.

IDCJ – Supplemental Educational Services

Once required by NCLB for eligible students in schools rated academically unacceptable, the federal stature authorizing supplemental educational services has been repealed by ESSA – Every Student Succeeds Act.

RECOMMENDED FOR DELETION

**FILE: IDCJ
Cf: JBCE**

SUPPLEMENTAL EDUCATIONAL SERVICES

The Calcasieu Parish School Board may offer parents of eligible children in schools identified in school improvement, opportunities for higher academic achievement through supplemental educational services (SES).

Supplemental educational services (SES) are additional academic instruction in reading, language arts/English, and/or mathematics that are designed to increase the academic achievement of students in schools in need of improvement. These services may include academic assistance such as tutoring, remediation and other educational interventions that are consistent with the content and instruction used by the Calcasieu Parish School Board, and which are aligned with the State of Louisiana's academic content standards. In keeping with provisions of the *No Child Left Behind Act of 2001 (NCLB)*, all supplemental educational services shall be provided outside of the regular school day, before or after school, on weekends, or in the summer, and shall be of high quality, research-based, and specifically designed to increase student academic achievement.

School Boards with schools rated as *Academically Unacceptable* may offer supplemental educational services as part of their school improvement efforts. If utilized, the School Board shall notify parents about SES and explain the process and the scope of services. If SES is to be utilized in a school rated F, the SES provider shall be selected by the School Board from a state-approved list of providers published by the Louisiana Department of Education.

Supplemental educational services shall be offered until the school in question is no longer identified for school improvement according to the requirements of NCLB.

New policy: June,
2008

Revised: December 8,
2015

Ref: 20 USC 6316 (*No Child Left Behind Act of 2001*, Section 1116); Board minutes, 8-5-08, 12-8-15.

English Learner Program

This policy has been renamed as English Learner Program. The policy now reflects that School Boards shall have a plan for this program.

FILE: IDDH

Cf: JQL

LIMITED ENGLISH PROFICIENCY LEARNER PROGRAM

The Calcasieu Parish School Board recognizes that the inability to speak and understand the English language limits the student's effective participation in the educational programs of the school district. Students whose primary languages are languages other than English shall be provided special assistance, in conformity with applicable Federal and State statutes and regulations, until they are able to use English in a manner that allows effective, relevant participation in regular classroom instruction.

The School Board shall maintain a plan to serve English Learners (EL) to ensure that immediately upon enrollment, students have access to any specialized language instructional program. The plan shall also provide resources to support the specialized language instructional program and student's academic achievement. In the plan, the School Board shall outline how it will:

- identify English Learners;
- design an effective program reflective of English Learners' needs;
- employ appropriate English-as-a-second-language or bilingual personnel (or both);
- align the instruction of English Learners to state and local content standards; and
- provide ongoing authentic assessments to ascertain student's growth in English proficiency and in the comprehension of academic content.

Parents shall be notified of their children's eligibility for the ~~limited~~ English Learner ~~proficiency~~ program no later than thirty (30) days after the start of school. Notification shall include their child's level of proficiency and how it was assessed, program components and expectations, parental rights, and any other information required by ~~the No Child Left Behind Act of 2001~~ Federal statutes and regulations. All written communications to parents shall be in a uniform format that is comprehensible to families and in a language the parents can understand.

Revised: December, 2017

Ref: ~~20 U.S.C. 6801 et seq., 20 U.S.C. 7401 et seq.~~ 20 USC 1703 (*Denial of Equal Educational Opportunity Prohibited*); 20 USC 6801 et seq. (*Language Instruction for Limited English Proficient and Immigrant Students*), 42 USC 2000d et seq. (*Civil Rights-Federally Assisted Programs*); *Lau v. Nichols*, 414 US 563 (1974).; Board minutes, 6-3-03.

FILE: IDDH

Cf: JQL

ENGLISH LEARNER PROGRAM

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- identify English Learners;
- design an effective program reflective of English Learners' needs;
- employ appropriate English-as-a-second-language or bilingual personnel (or both);
- align the instruction of English Learners to state and local content standards; and
- provide ongoing authentic assessments to ascertain student's growth in English proficiency and
in the comprehension of academic content.

Parents shall be notified of their children's eligibility for the English Learner program no later thirty (30) days after the start of school. Notification shall include their child's level of proficiency and how it was assessed, program components and expectations, parental rights, and any other information required by Federal statutes and regulations. All written communications to parents shall be in a uniform format that is comprehensible to families and in a language the parents can understand.

Revised: December,
2017

Ref: 20 USC 1703 (*Denial of Equal Educational Opportunity Prohibited*); 20 USC 6801 et seq. (*Language Instruction for Limited English Proficient and Immigrant Students*), 42 USC 2000d et seq. (*Civil Rights- Federally Assisted Programs*); Lau v. Nichols, 414 US 563 (1974).; Board minutes, 6-3-03.

Parent and Family Engagement

This policy has been renamed as well. Changes to the policy include new ESSA provisions permitting more flexibility by the School Board in order to enhance involvement opportunities of parents.

FILE: IFD

Cf: IDD, IFDA, KA

~~PARENTAL INVOLVEMENT IN EDUCATION~~ PARENT AND FAMILY ENGAGEMENT

The Calcasieu Parish School Board recognizes that ~~parental involvement~~ parent and family engagement must be a priority of the School Board for children to learn and achieve academic success. Parents and families provide the primary educational environment for children; consequently, parents are vital and necessary partners with the School Board throughout their children's elementary and secondary school careers. The term *parent* shall refer to any caregiver who assumes responsibility for nurturing and caring for children, and includes parents, grandparents, aunts, uncles, foster parents, stepparents, and others. The concept of ~~parental involvement~~ parent and family engagement shall include programs, services, and/or activities on the school site, as well as contributions of parents outside the normal school setting.

It shall be the policy of the School Board and each public school in Calcasieu Parish, in meaningful collaboration with parents, teachers, students, administrators, and other educational resources, to establish, develop, and maintain strategies and programs that are intended to enhance the involvement of parents and other caregivers that reflect the needs of students, parents, and families served by the School Board, in accordance with applicable state and federal laws and regulations. As part of the ~~parental involvement~~ parent and family engagement program, it shall be the responsibility of every school to create a welcoming environment, conducive to learning and supportive for comprehensive family involvement programs that have been developed jointly with parents/families.

DISTRICT LEVEL RESPONSIBILITIES

At the district level, the School Board shall:

1. Involve parents and family members in the joint development and amendment of the school district's plan, which includes components of the district's ~~parental involvement~~ parent and family engagement program, to be submitted to the Louisiana Department of Education. ~~Such involvement shall involve, but not be limited to, the following:~~
 - a) ~~appointing to, and interacting with, each school's School Improvement Team, which is actively involved with assessing needs and addressing these needs in the school;~~
 - b) ~~conducting open public workshops on major issues;~~
 - c) ~~holding regular School Board meetings, with opportunities for the Board to receive public input and comments;~~
 - d) ~~requiring each school to conduct an annual open house meeting;~~
 - e) ~~encouraging school based parental organizations, such as PTA, PTO, TEAM, etc.~~

2. Provide coordination of various programs which involve parents, technical assistance, and other support necessary to assist every public school in Calcasieu Parish in planning and implementing effective ~~parental~~ parent and family involvement ~~programs and strategies~~ activities to improve student academic achievement.
3. Coordinate and integrate ~~parental involvement~~ parent and family engagement strategies with other relevant programs that promote ~~parental~~ involvement.
4. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of components and strategies of the School Board's ~~parental involvement~~ parent and family engagement program and assess the components' and strategies' usefulness. The evaluation shall attempt to identify ways of improving the academic quality of the schools served by the School Board, including identifying barriers to greater participation by parents in educational and ~~parental involvement~~ parent and family engagement activities; particular attention shall be directed to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. The School Board and each school shall use findings of such evaluation to design strategies for more effective parental and family involvement, and to revise, if necessary, the ~~parental involvement~~ parent and family engagement policies and procedures.
5. Distribute to parents and families, in a language the parents can understand, information about the Calcasieu Parish School Board's ~~parental involvement~~ parent and family engagement program, as well as provide proper notification to parents about specific services or special programs, as required by state or federal law. ~~Notification shall also include, at the start of school each year, the right of parents to request and receive timely information on the professional qualifications of their children's classroom teachers.~~
- ~~6. Submit with the No Child Left Behind (NCLB) Consolidated Application plan to the Louisiana Department of Education comments of parents of participating children who are not satisfied with components of the parental involvement program.~~
- ~~7. Inform and notify parents and organizations of the existence of a parental information and resource center established by the state to provide training, information, and support to parents and individuals who work with parents, School Boards, and schools.~~

SCHOOL LEVEL RESPONSIBILITIES

As part of the ~~parental involvement~~ parent and family engagement program, the School Board shall encourage each public school and require those schools receiving federal Title I funds under the jurisdiction of the Calcasieu Parish School Board to:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's educational programs and to explain components of the parental involvement program, and the right of the parents to be involved.

2. Offer a flexible number of engagement meetings at convenient times ~~services, and/or activities, on or off school campuses, at various times of the day~~ to maximize parental participation, and may provide transportation, child care, appropriate refreshments, and/or home visits, as such services relate to parental involvement.
3. Involve parents in an organized, ongoing, and timely way, in the planning, review, and improvement of ~~parental involvement~~ parent and family engagement programs, including the planning, development, review, and improvement of the school ~~parental involvement~~ parent and family engagement policy and the joint development of the school-wide ~~parental involvement~~ parent and family engagement program plan.
4. Provide parents, especially those of participating children ~~in NCLB~~ programs:
 - A. timely information about educational and ~~parental involvement~~ parent and family programs;
 - B. a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the ~~proficiency level students are expected to meet~~ achievement levels of state academic standards;
 - C. if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and,
 - D. the School Board's written Parent and Family Engagement policy.
5. If the school-wide ~~parental involvement~~ parent and family engagement program plan is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to school district level personnel.

SHARED RESPONSIBILITIES

As part of the ~~parental involvement~~ parent and family engagement program, to build a capacity for involvement, the School Board *and* each public school under the jurisdiction of the School Board:

1. Shall provide assistance to parents of children served by the school or School Board, as appropriate, in understanding such topics as the state's academic content standards, state and local academic assessments, ~~the components of the Board's parental involvement program~~, and how to monitor a child's progress and work with educators to improve the achievement of their children.
2. Shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement.
3. Shall educate teachers, pupil services personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent

programs, and build ties between parents and the school.

4. Shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other outreach educational programs, such as Head Start, and public pre-school and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.
5. Shall ensure that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand.
6. May involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training.
7. May provide necessary literacy training from federal and state funds received if the School Board has exhausted all other reasonably available sources of funding for such training.
8. May pay reasonable and necessary expenses associated with parental involvement activities, including transportation, ~~appropriate refreshments~~, and/or child care costs, to enable parents to participate in school-related meetings and training sessions.
9. May train parents to enhance the involvement of other parents.
10. May arrange school meetings, at a variety of times and places, or conduct in-home conferences between teachers or other educators who work directly with children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation.
11. May adopt and implement model approaches to improving parental involvement.
- ~~12. Shall recognize parental activities and/or contributions outside the normal school setting that enhance student academic achievement, such as tutoring, improving attendance, and contributing and preparing school/classroom support materials and services.~~
12. May establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs.
13. May develop appropriate roles for community-based organizations and businesses in parental involvement activities.
14. Shall provide such other reasonable support for parental involvement activities as parents may request.
15. Shall provide, to the extent practicable, full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing necessary information and school reports required in a format, and to the extent practicable, in a language such parents understand.

PARENTS' RESPONSIBILITIES

~~The School Board realizes that a child's education begins at birth. Parents and family members, as their~~

child's primary teachers, play a vital role in the intellectual, social, and emotional growth of their children. A child's development and success is dependent on the direct support a child receives at home. In an effort to promote responsible and successful parenting skills, the Board expects parents to:

1. Make sure children attend school regularly and arrive at school on time.
2. Supervise completion of all homework assignments.
3. Assure proper hygiene and daily cleanliness of their children.
4. Make sure children are dressed properly, in accordance with the uniform or dress code.
5. Make sure that children get adequate amounts of sleep nightly.
6. Visit and discuss their child's academic progress regularly with teachers.
7. Discuss academic progress and school events regularly with their child.
8. Instill proper respect for parents, teachers, and other adults.
9. Volunteer in child's classroom, school, or related activities to the extent feasible and appropriate.
10. When feasible, attend school-sponsored programs in which their child may participate.
11. When feasible, join and be active in parent/teacher organizations.

Statement of Compliance

Each student in grades 4-12 and each parent or guardian of a student in grades 4-12, shall annually sign a *Statement of Compliance*, in accordance with state law. For students, the *Statement of Compliance* shall state that the student agrees to attend school regularly, arrive at school on time, demonstrate significant effort toward completion of homework assignments, and follow school and classroom rules. For parents, the *Statement of*

Compliance shall state that the parent or legal guardian agrees to ensure his/her child's daily attendance at school, ensure his/her child's arrival at school on time each day, ensure his/her child completes all assigned homework, and attend all required parent/teacher/principal conferences.

SCHOOL-PARENT COMPACT

Each school shall jointly develop with parents a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children to meet the State's student academic achievement standards, and the ways in which each parent will be responsible for

supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; contributing services outside the normal school setting; and participating, as appropriate, in decisions relating to the education of their children, and positive use of extracurricular time.

2. Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:
 - A. parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;
 - B. frequent reports to parents on their children's progress;
 - C. reasonable access to staff, opportunities to volunteer and participate in their child's class, and scheduled observation of classroom activities; and
 - D. parental activities and/or contributions away from the school site that enhance academic achievement.

OTHER PROGRAMS

In conjunction with the district services rendered under the School Board's parental involvement program, the School Board shall maintain contact and communication with social service and health agencies, faith-based institutions, and community groups to support key family and community services and issues. In particular, the Calcasieu Parish School Board has a strong relationship with and support from community and/or governmental organizations such as Families in Need of Services (FINS), Partners in Education, and District Parent/Teacher Association (PTA). One of the primary goals of these groups is to support, supplement, and assist in improving involvement of parents of children in the Calcasieu Parish public schools.

Revised: December,
2017

Ref: 20 USC 6312 (Strengthening and Improvement of Elementary and Secondary Schools), 20 USC 6318 (Parent and Family Engagement); La. Rev. Stat. Ann. §17:235.2; Board minutes, 6-3-03.

FILE:IFD

Cf: IDD, IFDA, KA

PARENT AND FAMILY ENGAGEMENT

The Calcasieu Parish School Board recognizes that parent and family engagement must be a priority of the School Board for children to learn and achieve academic success. Parents and families provide the primary educational environment for children; consequently, parents are vital and necessary partners with the School Board throughout their children's elementary and secondary school careers. The term

parent shall refer to any caregiver who assumes responsibility for nurturing and caring for children, and includes parents, grandparents, aunts, uncles, foster parents, stepparents, and others. The concept of parent and family engagement shall include programs, services, and/or activities on the school site, as well as contributions of parents outside the normal school setting.

It shall be the policy of the School Board and each public school in Calcasieu Parish, in meaningful collaboration with parents, teachers, students, administrators, and other educational resources, to establish, develop, and maintain strategies and programs that are intended to enhance the involvement of parents and other caregivers that reflect the needs of students, parents, and families served by the School Board, in accordance with applicable state and federal laws and regulations. As part of the parent and family engagement program, it shall be the responsibility of every school to create a welcoming environment, conducive to learning and supportive for comprehensive family involvement programs that have been developed jointly with parents/families.

DISTRICT LEVEL RESPONSIBILITIES

At the district level, the School Board shall:

1. Involve parents and family members in the joint development and amendment of the school district's plan, which includes components of the district's parent and family engagement program, to be submitted to the Louisiana Department of Education.
2. Provide coordination of various programs which involve parents, technical assistance, and other support necessary to assist every public school in Calcasieu Parish in planning and implementing effective parent and family involvement activities to improve student academic achievement.
3. Coordinate and integrate parent and family engagement strategies with other relevant programs that promote parent involvement.
4. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of components and strategies of the School Board's parent and family engagement program and assess the components' and strategies' usefulness. The evaluation shall attempt to identify ways of improving the academic quality of the schools served by the School Board, including identifying barriers to greater participation by parents in educational and parent and family engagement activities; particular attention shall be directed to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. The School Board and each school shall use findings of such evaluation to design strategies for more effective parental and family involvement, and to revise, if necessary, the parent and family engagement policies and procedures.
5. Distribute to parents and families, in a language the parents can understand, information about the Calcasieu Parish School Board's parent and family engagement program, as well as provide proper notification to parents about specific services or special programs, as required by state or federal law.

SCHOOL LEVEL RESPONSIBILITIES

As part of the parent and family engagement program, the School Board shall encourage each public

school and require those schools receiving federal Title I funds under the jurisdiction of the Calcasieu Parish School Board to:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's educational programs and to explain components of the parental involvement program, and the right of the parents to be involved.
2. Offer a flexible number of engagement meetings at convenient times to maximize parental participation, and may provide transportation, child care, appropriate refreshments, and/or home visits, as such services relate to parental involvement.
3. Involve parents in an organized, ongoing, and timely way, in the planning, review, and improvement of parent and family engagement programs, including the planning, development, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide parent and family engagement program plan.
4. Provide parents, especially those of participating children:
 - A. timely information about educational and parent and family programs;
 - B. a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of state academic standards;
 - C. if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and,
 - D. the School Board's written *Parent and Family Engagement* policy.
5. If the school-wide parent and family engagement program plan is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to school district level personnel.

SHARED RESPONSIBILITIES

As part of the parent and family engagement program, to build a capacity for involvement, the School Board *and* each public school under the jurisdiction of the School Board:

1. Shall provide assistance to parents of children served by the school or School Board, as appropriate, in understanding such topics as the state's academic content standards, state and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children.
2. Shall provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement.

3. Shall educate teachers, pupil services personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school.
4. Shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other outreach educational programs, such as Head Start, and public pre-school and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.
5. Shall ensure that information related to school and parent programs, meetings, and other activities is sent to parents in a format and, to the extent practicable, in a language the parents can understand.
6. May involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training.
7. May provide necessary literacy training from federal and state funds received if the School Board has exhausted all other reasonably available sources of funding for such training.
8. May pay reasonable and necessary expenses associated with parental involvement activities, including transportation, and/or child care costs, to enable parents to participate in school-related meetings and training sessions.
9. May train parents to enhance the involvement of other parents.
10. May arrange school meetings, at a variety of times and places, or conduct in-home conferences between teachers or other educators who work directly with children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation.
11. May adopt and implement model approaches to improving parental involvement.
12. May establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs.
13. May develop appropriate roles for community-based organizations and businesses in parental involvement activities.
14. Shall provide such other reasonable support for parental involvement activities as parents may request.
15. Shall provide, to the extent practicable, full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing necessary information and school reports required in a format, and to the extent practicable, in a language such parents understand.

Statement of Compliance

Each student in grades 4-12 and each parent or guardian of a student in grades 4-12, shall annually sign a *Statement of Compliance*, in accordance with state law. For students, the *Statement of Compliance*

shall state that the student agrees to attend school regularly, arrive at school on time, demonstrate significant effort toward completion of homework assignments, and follow school and classroom rules. For parents, the *Statement of Compliance* shall state that the parent or legal guardian agrees to ensure his/her child's daily attendance at school, ensure his/her child's arrival at school on time each day, ensure his/her child completes all assigned homework, and attend all required parent/teacher/principal conferences.

SCHOOL-PARENT COMPACT

Each school shall jointly develop with parents a school-parent compact that outlines how parents, school staff, and students will share the responsibility for improved student academic achievement and develop a partnership to help children achieve the State's standards. Such compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children to meet the State's student academic achievement standards, and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; contributing services outside the normal school setting; and participating, as appropriate, in decisions relating to the education of their children, and positive use of extracurricular time.
2. Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:
 - A. parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;
 - B. frequent reports to parents on their children's progress;
 - C. reasonable access to staff, opportunities to volunteer and participate in their child's class, and scheduled observation of classroom activities; and
 - D. parental activities and/or contributions away from the school site that enhance academic achievement.

OTHER PROGRAMS

In conjunction with the district services rendered under the School Board's parental involvement program, the School Board shall maintain contact and communication with social service and health agencies, faith-based institutions, and community groups to support key family and community services and issues. In particular, the Calcasieu Parish School Board has a strong relationship with and support from community and/or governmental organizations such as Families in Need of Services (FINS), Partners in Education, and District Parent/Teacher Association (PTA). One of the primary goals of these groups is to support, supplement, and assist in improving involvement of parents of children in the Calcasieu Parish public schools.

Revised: December,
2017

Ref: 20 USC 6312 (*Strengthening and Improvement of Elementary and Secondary Schools*), 20 USC 6318 (*Parent and Family Engagement*); La. Rev. Stat. Ann. §17:235.2; Board minutes, 6-3-03.

IFDA – Parental Rights/Student Rights of Privacy

Changes to this policy reflect changes to the notifications required by law to the parents of all students, and those required for students in schools which receive Title 1 funds.

FILE: IFDA

Cf: IDDH, IFD Cf:

JBCBB, JR

PARENTAL RIGHTS/STUDENT RIGHTS OF PRIVACY

The Calcasieu Parish School Board recognizes the rights of parental access to certain information regarding their children and the importance of notifying parents of children enrolled in the district's schools of these rights.

At least annually at the beginning of each school year, parents of each child enrolled in the public schools of Calcasieu Parish shall be notified of:

- ☐ Their right to view any instructional material used in the curriculum for the student within a reasonable period of time after the request is received.
- ☐ Their right to view any 3rd party surveys (including evaluations) before they are administered to their child, and to opt out of participation for surveys that delve into sensitive subjects identified by the *Protection of Children's Rights* of the ~~No Child Left Behind Act of 2001 (NCLB)~~ Family Educational Rights and Privacy Act (FERPA).
- ☐ The collection or use of any personal information for the purpose of marketing the information or for selling that information, including arrangements to protect student privacy that are provided by the School Board in the event of collection, disclosure, or use, ~~(except for the development of educational products or services)~~ and their right to opt their child out of participation.
- ☐ The administration of any non-emergency, invasive physical examination or screening

~~otherwise not permitted or required by state law, including those without parental notification, that is:~~
required as a condition of attendance;

administered by the school and scheduled by the school in advance; and
not necessary to protect the immediate health and safety of the student, or of other students;

and their right to opt out of participation.

- ☐ Their rights under ~~the Family Educational Rights and Privacy Act of 1974 (FERPA),~~ including ~~the right to refuse to allow the School Board to designate any or all of the types of information about their child as directory information thus prohibiting its release to the public~~ giving notice to the parent of the categories of information which the School Board has designated as directory information with respect to students, and allowing a reasonable period of time after such notice for the parent to inform the School Board that any or all of the information so designated should not be released without the parent's prior consent.

In addition, the School Board shall encourage each public school and require those schools receiving federal Title I funds under the jurisdiction of the Calcasieu Parish School Board to notify parents:

- ☐ Annually, of their right to request from the School ~~district~~ Board information regarding the professional qualifications of the student's classroom teachers, including the following:
 - Whether their child's teacher has met state licensing criteria for the grade level and subject taught.
 - Whether their child's teacher is teaching under emergency or provisional status whereby state licensing criteria have been waived.
 - ~~The undergraduate degree major of their child's teacher and any graduation certification or degree and field of discipline.~~
 - ~~Qualifications of any paraprofessional providing services to their child~~
 - Whether the child's teacher is teaching in the field of certification of the teacher.
 - Whether the child is provided services by a paraprofessional and, if so, their qualifications.
- ☐ ~~Annually, of the availability of services for students in schools failing to make Adequate Yearly Progress (AYP)~~
- ☐ ~~Whenever their child has been taught for four (4) or more consecutive weeks by a teacher who is not highly qualified as defined by the NCLB~~
- ☐ The achievement level and academic growth of their child on each of the state academic assessments.
- ☐ ~~The identification of their child's school as needing improvement, corrective action, or restructuring~~
- ☐ ~~Contents of programs such as safe and drug-free schools funded by federal funds~~

- ☐ Timely notice that a student has been assigned, or has been taught for four (4) or more consecutive weeks by a teacher who does not meet state certification requirements at the grade level and subject area in which the teacher has been assigned.

~~The School Board shall also follow NCLB guidelines regarding rights of parents of homeless students and children identified as Limited English Proficiency.~~

Revised: December, 2017

Ref: ~~20 USC 1221 et seq. (General Education Provisions Act); 20 USC 1232 (h); 20 USC 1232 (g-i) (Family Educational Rights and Privacy Act)~~ 20 USC 1232 (h) (Protection of Pupil Rights); 20 USC 6312(e) (Parents Right-to-Know); Board minutes, 6-3-03.

FILE: IFDA

Cf: IDDH, IFD Cf:
JBCBB, JR

PARENTAL RIGHTS/STUDENT RIGHTS OF PRIVACY

The Calcasieu Parish School Board recognizes the rights of parental access to certain information regarding their children and the importance of notifying parents of children enrolled in the district's schools of these rights.

At least annually at the beginning of each school year, parents of each child enrolled in the public schools of Calcasieu Parish shall be notified of:

- ☐ Their right to view any instructional material used in the curriculum for the student of time after the request is received.
- ☐ Their right to view any 3rd party surveys (including evaluations) before they are administered to their child, and to opt out of participation for surveys that delve into sensitive subjects identified by the *Protection of Children's Rights of the Family Educational Rights and Privacy Act* (FERPA).
- ☐ The collection or use of any personal information for the purpose of marketing the information or for selling that information, including arrangements to protect student privacy that are provided by the School Board in the event of collection, disclosure, or use and their right to opt their child out of participation.
- ☐ The administration of any non-emergency, invasive physical examination or screening that is:

required as a condition of attendance;

administered by the school and scheduled by the school in advance; and

not necessary to protect the immediate health and safety of the student, or of other students;

and their right to opt out of participation.

- ☐ Their rights under FERPA, including giving notice to the parent of the categories of information which the School Board has designated as *directory information* with respect to students, and allowing a reasonable period of time after such notice for the parent to inform the School Board that any or all of the information so designated should not be released without the parent's prior consent.

In addition, the School Board shall encourage each public school and require those schools receiving federal Title I funds under the jurisdiction of the Calcasieu Parish School Board to notify parents:

- ☐ Annually, of their right to request from the School Board information regarding the professional qualifications of the student's classroom teachers, including the following:
 - Whether their child's teacher has met state licensing criteria for the grade level and subject taught.
 - Whether their child's teacher is teaching under emergency or provisional status whereby state licensing criteria have been waived.
 - Whether the child's teacher is teaching in the field of certification of the teacher.
 - Whether the child is provided services by a paraprofessional and, if so, their qualifications.
- ☐ The achievement level and academic growth of their child on each of the state academic assessments.
- ☐ Timely notice that a student has been assigned, or has been taught for four (4) or more consecutive weeks by a teacher who does not meet state certification requirements at the grade level and subject area in which the teacher has been assigned.

Revised: December, 2017

Ref: 20 USC 1232 (h) (*Protection of Pupil Rights*); 20 USC 6312(e) (*Parents Right-to-Know*); Board minutes,

6-3-03.

JR – Student Records

A minor change was made to this policy to remove the reference to the NCLB, which has been replaced with more general language referencing federal statutory provisions.

FILE: JR

Cf: IFDA

STUDENT RECORDS

Parents and guardians have the right to inspect and review any school records dealing with their children. Students eighteen (18) years of age or older have the right to inspect and review their respective student records. Limited access to student records may also be granted certain school officials and others as outlined in this policy. Any access to, or disclosure and release of student information shall be in accordance with federal and state law and regulations.

DEFINITION

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1. *Aggregate data* shall be defined as, for purposes of this policy, statistics and other information that relate to broad classes, groups, or categories from which it is not possible to distinguish the identities of individuals.
2. *Disclosure* shall mean to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.
3. *Educational records* shall be defined as records which are directly related to a student and are maintained by the School Board or school by a person acting for the School Board or school. Excluded from the term *educational records* are records of instructional, supervisory or administrative personnel which are in the sole possession of the maker and are not accessible or revealed to any other individual except a substitute.
4. *Legitimate educational interest* shall be defined as the interest that requires access to educational records and personally identifiable information for purposes of adding or modifying material, periodic review, filing new student data and/or removing inadequate, ambiguous, no longer relevant data; the interest having the wellbeing of the student in mind for purposes of continuing, improving or changing the educational program, instruction, training, or safety of the student; the need to access and otherwise deal with educational records and personally identifiable information in order to perform or carry out a person's responsibilities with regard to the Calcasieu Parish School System.
5. *Parent or legal guardian* shall mean a student's parent, legal guardian, or other person or entity responsible for the student.

6. *Personally identifiable information* shall be defined as information about an individual that may be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to the following:
- A. 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.
 - B. Any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information.
 - C. Two (2) or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.
7. *School official* shall be defined as an administrator, supervisor, principal, teacher, support staff, or any person employed by or under contract to the School Board, or authorized volunteer, to perform a function or service on behalf of the School Board.

ANNUAL NOTIFICATION

All parents/guardians shall be notified annually of their rights under the *Family Educational Rights and Privacy Act of 1974 (FERPA)* and applicable state law. Such notification shall be made annually by publication in student handbooks, newsletters, notification to student's home by students, by mail, or publication in the official journal or in such manner as deemed appropriate by the Calcasieu Parish School Board.

ACCESS TO RECORDS

In addition to the parent, legal guardian, or student (under legally permitted circumstances or if the student is eighteen (18) years of age or over) access to student records may only be provided with proper authorization in accordance with the following:

1. A person employed in a public school or other person authorized by the Superintendent may be provided or have access to a student's records in accordance with Calcasieu Parish School Board policy JR-AP.
2. Except for disclosures permitted by state or federal law or regulation, or by policy of the Calcasieu Parish School Board, or by authorization of the parent or of a student who is eighteen years of age or older, any person who is authorized by state law or the Superintendent to access a student's records on a public school computer system, except a parent or legal guardian, shall maintain the confidentiality of any student information to which he/she has access. Failure to maintain the confidentiality of such information shall be punishable as provided in La. Rev. Stat. Ann. §17:3914.
3. Except as provided below, no person or public or private entity shall access a public school computer system on which student information is stored. No official or employee of the School

Board shall authorize access to such a computer system to any person or public or private entity except as authorized below.

A. The following persons may access a public school computer system on which student information for students at a particular school is stored:

- (1) A student who has reached the age of eighteen (18) or is judicially emancipated or emancipated by marriage and the parent or legal guardian of a student who is under the age of eighteen (18) and not emancipated. Such access shall be limited to information about the student. A student who has reached the age of eighteen (18) or is emancipated and the parent or legal guardian of a student who has not reached the age of eighteen and is not emancipated may authorize, in writing, another person to access such information.
- (2) A teacher of record. Such access shall be limited to information about his/her current students.
- (3) The school principal and school registrar.
- (4) A School Board employee employed at the school and designated by the principal. Such access shall be limited to student information necessary to perform his/her duties.
- (5) A person authorized by the Superintendent to maintain or repair the computer system or to provide services that the School Board would otherwise provide.
- (6) A person authorized by the state to audit student records.

B. The following persons may access a computer system of the School Board on which student information for students from throughout the system is stored:

- (1) The Superintendent.
- (2) A School Board employee designated by the Superintendent. Such access shall be limited to student information necessary to perform his/her duties.
- (3) A person authorized by the Superintendent to maintain or repair the computer system or to provide services that the school system would otherwise provide.
- (4) A person authorized by the state to audit student records.
- (5) A public or private entity with whom the School Board has contracted for student and other educational services. Pursuant to such a contract, student information, including personally identifiable information and cumulative records, may be transferred to computers operated and maintained by the entity for such purpose. Such a contract shall be in accordance with the requirements of La. Rev. Stat. Ann. §17:3914.

4. Except as allowed by this policy or by State or federal law or regulations, persons permitted access to a student's records shall only have access to those education records in which they have a *legitimate educational interest*. Proper administrative regulations and procedures shall be maintained to ensure compliance with this provision.
5. The School Board shall maintain a record of each request for access to, and each disclosure from, records of each student in accordance with federal regulations. The School Board shall maintain such a record with the education records of the student for as long as the records are maintained.

DISCLOSURE OF STUDENT INFORMATION

Except as permitted by this policy or by State or federal law or regulations, no official or employee of the School Board shall provide personally identifiable student information to any member of the School Board or to any other person or public or private entity, except such an official or employee may, in accordance with applicable state and federal law:

1. Provide a student's identification number and aggregate data to the School Board, the Louisiana Department of Education, or the Louisiana Board of Elementary and Secondary Education (BESE) solely for the purpose of satisfying state and federal reporting requirements.
2. Provide to the Louisiana Department of Education, for the purpose of satisfying state and federal assessment, auditing, funding, monitoring, program administration, and state accountability requirements, information from which enough personally identifiable information has been removed such that the remaining information does not identify a student and there is no basis to believe that the information alone can be used to identify a student.
3. Provide personally identifiable information regarding a particular student to any person or public or private entity if the sharing of the particular information with the particular recipient of the information has been authorized in writing by the parent or legal guardian of the student, or by a student who has reached the age of legal majority, or if the information is provided to a person authorized by the state, including the legislative auditor, to audit processes including student enrollment counts. Except as permitted by said authorization, any recipient of such information shall maintain the confidentiality of such information. Any person who knowingly and willingly fails to maintain the confidentiality of such information shall be subject to the penalties provided in La. Rev. Stat Ann. §17:3914.
4. Provide for the transfer of student information pursuant to the provisions of La. Rev. Stat Ann. §17:112. With limited exception as allowed by state or federal law or regulation, by policy of the Calcasieu Parish School Board authorized by state or federal law or regulation, or by authorization of the parent or student who is eighteen years of age or older, any redisclosure and/or release of personally identifiable information shall require a *legitimate educational interest* of the recipient.

Release of Student Information

1. In accordance with ~~the No Child Left Behind Act of 2001~~ federal statutory provisions, schools shall honor the requests of military recruiters for names, addresses and phone numbers of high school students, unless parents have specified that such information not be released to such recruiters.
2. In accordance with La. Rev. Stat. Ann. §17:112, the principal of a public elementary or secondary school shall provide for the transfer of the education records, including special education records, if applicable, of any current or former student at his/her school upon the written request of any authorized person on behalf of a public or nonpublic elementary or secondary school, or an educational facility operated within any correctional or health facility, whether within or outside the state of Louisiana, where such student has become enrolled or is seeking enrollment. Under no circumstances may a school or school district refuse to promptly transfer the records of any child withdrawing or transferring from the school. Transfer of records, whether by mail or otherwise, shall occur no later than ten (10) business days from the date of receipt of a written request.
3. Student records shall be furnished in compliance with judicial orders or pursuant to any lawfully issued subpoena if the parents, legal guardian and students are notified in advance.
4. Once the parent, guardian, or student of majority age has granted permission for collection of certain data in accordance with La. Rev. Stat. Ann. §17:3914 K, such data shall be disclosed solely for purposes of processing a student's application to a Louisiana postsecondary education institution or to the Louisiana Office of Student Financial Assistance for receipt of financial aid.
5. The School Board may disclose personally identifiable information from student records to appropriate parties, including the parents of a student 18 years old or older, in connection with an emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals.
6. The School Board and employees may disclose education records or information from education records, *without the consent* of the parent or guardian of the student who is the subject of the records, to certain law enforcement officials. Disclosure of such records or information shall be in accordance with the following provisions:
 - A. Disclosure of education records or information from education records shall *only* be made to state or local law enforcement officials or to other officials within the juvenile justice system. Verification of the official's position may need to be made before the disclosure of records or information.
 - B. The disclosure of the education record or information must relate to the ability of the juvenile justice system to serve, prior to adjudication, the student whose records or information is to be disclosed.
 - C. The officials to whom the records or the information are disclosed shall certify in writing that that person, and any agency or organization with which that person is affiliated, shall keep the personally identifiable portions of the records or the information confidential and

shall not disclose the personally identifiable portions of the records or the information to any person, agency, or organization except a person, agency, or organization within the juvenile justice system having an independent right to the information.

D. Any other provisions necessary to comply with federal law or rules.

A record of all authorizations for release of information shall be maintained by the School Board and all such authorizations shall be included in the student's records.

7. Access to and disclosure of educational records and personally identifiable student information may be authorized by the Superintendent in accordance with the provisions of Calcasieu Parish School Board Policy JR-AP.

REVIEW OF STUDENT RECORDS BY THE PARENT

1. Schools shall provide for the review of student records by parents or guardians, or any student eighteen (18) years of age or older. Parents and students shall be given notification of their right to review the student records.

Access to school records shall not be denied to a parent solely because he/she is not the child's custodial or domiciliary parent.

2. The parent or legal guardian of a student shall be provided access to student records upon written request to the principal maintaining those records within the school system no more than forty-five (45) days after the date of receipt of the request.

The parent, legal guardian or student, if the student is eighteen (18) or over, shall, upon written request to the principal maintaining those records, have the opportunity to receive an interpretation of those records, have the right to question those data, and if a difference of opinion is noted, shall be permitted to file a letter in said cumulative folder stating their position. If further challenge is made to the record, the parent, legal guardian, or student if 18 or older, may request a hearing.

3. If, as a result of the hearing, the School Board decides that the information is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall:

A. Amend the record accordingly;
and

B. Inform the parent or eligible student in writing.

If, as a result of the hearing, the School Board decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record

commenting on the contested information in the record or stating why he or she disagrees with the decision of the School Board or both.

4. The hearing shall be held within a reasonable time after receipt of the request for the hearing from the parent or eligible student.

The hearing shall be conducted by the Superintendent or his designee. At the hearing the parent or student eighteen (18) or over shall be given a full and fair opportunity to present evidence relevant to issues raised. The parent or student may, at his/her own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.

The Superintendent or his designee shall make his/her decision in writing within a reasonable period of time after the hearing. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision. The decision shall be communicated to the school and parent in writing within ten (10) working days following the date of the hearing.

5. The School Board is not required to provide to a parent or eligible student a copy of the student's education record unless failure to do so would effectively prevent the parent or eligible student the right to inspect and review the records.

If the record involves answers to a standardized test, the School Board will not provide a parent a copy of standardized test questions.

TYPES, LOCATIONS, AND CUSTODIANS OF EDUCATION RECORDS

The following is a list of the types of records that the District maintains, their location, and their custodians.

<u>TYPES</u>	<u>LOCATION</u>	<u>CUSTODIAN</u>
Cumulative School Records	School	School principal
Cumulative School Records (former students)	School	School principal
Health Records	School	School principal
Speech Therapy Records	Office of Education Speech	Supervisor of for the Handicapped
Psychological Records	Office of Education	Supervisor

of for the Handicapped

Pupil

Appraisal

School Transportation
of

Transportation

Director

Records

Office

Transportation

Special Test Records

School/District

School

principal/ Administrative

District

Office

Administrative

Office

* Occasional Records
principal

School

School

* Student education records not identified above, such as those in Superintendent's Office, in the school attorney's office, or in the possession of teachers.

Nothing herein is intended to supersede the provisions of the Family Educational Rights and Privacy Act, and to the extent any provisions of this policy conflict with FERPA or federal regulations issued pursuant thereto, the provision of FERPA or its regulations which limit or prohibit disclosure of educational records shall prevail.

Revised: July, 1992
16, 2013

Revised: July

Revised: October, 1993
January, 2014

Revised:

Revised: October, 2001

Revised: July, 2015

Revised: February, 2003

Revised: August 11, 2015

Revised: December, 2009

Revised: November, 2017

Ref: 20 USC 1232 (g-i) (*Family Educational Rights and Privacy Act*), 20 USC 7908 (*Armed Forces Recruiter Access to Student Information*), 34 CFR 99.1-99.67 (*Family Educational Rights and Privacy – Federal Regulations*); La. Rev. Stat. Ann. §§9:351, 17:81, 17:112, 17:221.3, 17:3914, 44:4, 44:4.1, 44:31, 44:32; La. Civil Code, Art. 131, 134, 250; Board minutes, 6-2-92, 10-5-93, 5-7-02, 6-3-03, 3-16-10, 7-16-13, 8-11-15.

FILE: JR

Cf: IFDA

STUDENT RECORDS

Parents and guardians have the right to inspect and review any school records dealing with their children. Students eighteen (18) years of age or older have the right to inspect and review their respective student records. Limited access to student records may also be granted certain school officials and others as outlined in this policy. Any access to, or disclosure and release of student information shall be in accordance with federal and state law and regulations.

DEFINITION

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1. *Aggregate data* shall be defined as, for purposes of this policy, statistics and other information that relate to broad classes, groups, or categories from which it is not possible to distinguish the identities of individuals.
2. *Disclosure* shall mean to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.
3. *Educational records* shall be defined as records which are directly related to a student and are maintained by the School Board or school by a person acting for the School Board or school. Excluded from the term *educational records* are records of instructional, supervisory or administrative personnel which are in the sole possession of the maker and are not accessible or revealed to any other individual except a substitute.
4. *Legitimate educational interest* shall be defined as the interest that requires access to educational records and personally identifiable information for purposes of adding or modifying material,

periodic review, filing new student data and/or removing inadequate, ambiguous, no longer relevant data; the interest having the wellbeing of the student in mind for purposes of continuing, improving or changing the educational program, instruction, training, or safety of the student; the need to access and otherwise deal with educational records and personally identifiable information in order to perform or carry out a person's responsibilities with regard to the Calcasieu Parish School System.

5. *Parent or legal guardian* shall mean a student's parent, legal guardian, or other person or entity responsible for the student.
6. *Personally identifiable information* shall be defined as information about an individual that may be used on its own or with other information to identify, contact, or locate a single individual, including but not limited to the following:
 - A. 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.
 - B. Any other information that is linked or linkable to an individual such as medical, educational, financial, and employment information.
 - C. Two (2) or more pieces of information that separately or when linked together can be used to reasonably ascertain the identity of the person.
7. *School official* shall be defined as an administrator, supervisor, principal, teacher, support staff, or any person employed by or under contract to the School Board, or authorized volunteer, to perform a function or service on behalf of the School Board.

ANNUAL NOTIFICATION

All parents/guardians shall be notified annually of their rights under the *Family Educational Rights and Privacy Act of 1974 (FERPA)* and applicable state law. Such notification shall be made annually by publication in student handbooks, newsletters, notification to student's home by students, by mail, or publication in the official journal or in such manner as deemed appropriate by the Calcasieu Parish School Board.

ACCESS TO RECORDS

In addition to the parent, legal guardian, or student (under legally permitted circumstances or if the student is eighteen (18) years of age or over) access to student records may only be provided with proper authorization in accordance with the following:

1. A person employed in a public school or other person authorized by the Superintendent may be provided or have access to a student's records in accordance with Calcasieu Parish School Board policy JR-AP.

2. Except for disclosures permitted by state or federal law or regulation, or by policy of the Calcasieu Parish School Board, or by authorization of the parent or of a student who is eighteen years of age or older, any person who is authorized by state law or the Superintendent to access a student's records on a public school computer system, except a parent or legal guardian, shall maintain the confidentiality of any student information to which he/she has access. Failure to maintain the confidentiality of such information shall be punishable as provided in La. Rev. Stat. Ann. §17:3914.

3. Except as provided below, no person or public or private entity shall access a public school computer system on which student information is stored. No official or employee of the School Board shall authorize access to such a computer system to any person or public or private entity except as authorized below.

A. The following persons may access a public school computer system on which student information for students at a particular school is stored:

- (1) A student who has reached the age of eighteen (18) or is judicially emancipated or emancipated by marriage and the parent or legal guardian of a student who is under the age of eighteen (18) and not emancipated. Such access shall be limited to information about the student. A student who has reached the age of eighteen (18) or is emancipated and the parent or legal guardian of a student who has not reached the age of eighteen and is not emancipated may authorize, in writing, another person to access such information.
- (2) A teacher of record. Such access shall be limited to information about his/her current students.
- (3) The school principal and school registrar.
- (4) A School Board employee employed at the school and designated by the principal. Such access shall be limited to student information necessary to perform his/her duties.
- (5) A person authorized by the Superintendent to maintain or repair the computer system or to provide services that the School Board would otherwise provide.
- (6) A person authorized by the state to audit student records.

B. The following persons may access a computer system of the School Board on which student information for students from throughout the system is stored:

- (1) The Superintendent.
- (2) A School Board employee designated by the Superintendent. Such access shall be limited to student information necessary to perform his/her duties.
- (3) A person authorized by the Superintendent to maintain or repair the computer system or to provide services that the school system would otherwise provide.

- (4) A person authorized by the state to audit student records.
 - (5) A public or private entity with whom the School Board has contracted for student and other educational services. Pursuant to such a contract, student information, including personally identifiable information and cumulative records, may be transferred to computers operated and maintained by the entity for such purpose. Such a contract shall be in accordance with the requirements of La. Rev. Stat. Ann. §17:3914.
4. Except as allowed by this policy or by State or federal law or regulations, persons permitted access to a student's records shall only have access to those education records in which they have a *legitimate educational interest*. Proper administrative regulations and procedures shall be maintained to ensure compliance with this provision.
 5. The School Board shall maintain a record of each request for access to, and each disclosure from, records of each student in accordance with federal regulations. The School Board shall maintain such a record with the education records of the student for as long as the records are maintained.

DISCLOSURE OF STUDENT INFORMATION

Except as permitted by this policy or by State or federal law or regulations, no official or employee of the School Board shall provide personally identifiable student information to any member of the School Board or to any other person or public or private entity, except such an official or employee may, in accordance with applicable state and federal law:

1. Provide a student's identification number and aggregate data to the School Board, the Louisiana Department of Education, or the Louisiana Board of Elementary and Secondary Education (BESE) solely for the purpose of satisfying state and federal reporting requirements.
2. Provide to the Louisiana Department of Education, for the purpose of satisfying state and federal assessment, auditing, funding, monitoring, program administration, and state accountability requirements, information from which enough personally identifiable information has been removed such that the remaining information does not identify a student and there is no basis to believe that the information alone can be used to identify a student.
3. Provide personally identifiable information regarding a particular student to any person or public or private entity if the sharing of the particular information with the particular recipient of the information has been authorized in writing by the parent or legal guardian of the student, or by a student who has reached the age of legal majority, or if the information is provided to a person authorized by the state, including the legislative auditor, to audit processes including student enrollment counts. Except as permitted by said authorization, any recipient of such information shall maintain the confidentiality of such information. Any person who knowingly and willingly fails to maintain the confidentiality of such information shall be subject to the penalties provided in La. Rev. Stat Ann. §17:3914.
4. Provide for the transfer of student information pursuant to the provisions of La. Rev. Stat Ann.

§17:112. With limited exception as allowed by state or federal law or regulation, by policy of the

Calcasieu Parish School

Board authorized by state or federal law or regulation, or by authorization of the parent or student who is eighteen

years of age or older, any redisclosure and/or release of personally identifiable information shall require a *legitimate educational interest* of the recipient.

Release of Student Information

1. In accordance with federal statutory provisions, schools shall honor the requests of military recruiters for names, addresses and phone numbers of high school students, unless parents have specified that such information not be released to such recruiters.
2. In accordance with La. Rev. Stat. Ann. §17:112, the principal of a public elementary or secondary school shall provide for the transfer of the education records, including special education records, if applicable, of any current or former student at his/her school upon the written request of any authorized person on behalf of a public or nonpublic elementary or secondary school, or an educational facility operated within any correctional or health facility, whether within or outside the state of Louisiana, where such student has become enrolled or is seeking enrollment. Under no circumstances may a school or school district refuse to promptly transfer the records of any child withdrawing or transferring from the school. Transfer of records, whether by mail or otherwise, shall occur no later than ten (10) business days from the date of receipt of a written request.
3. Student records shall be furnished in compliance with judicial orders or pursuant to any lawfully issued subpoena if the parents, legal guardian and students are notified in advance.
4. Once the parent, guardian, or student of majority age has granted permission for collection of certain data in accordance with La. Rev. Stat. Ann. §17:3914 K, such data shall be disclosed solely for purposes of processing a student's application to a Louisiana postsecondary education institution or to the Louisiana Office of Student Financial Assistance for receipt of financial aid.
5. The School Board may disclose personally identifiable information from student records to appropriate parties, including the parents of a student 18 years old or older, in connection with an emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals.
6. The School Board and employees may disclose education records or information from education records, *without the consent* of the parent or guardian of the student who is the subject of the records, to certain law enforcement officials. Disclosure of such records or information shall be in accordance with the following provisions:
 - A. Disclosure of education records or information from education records shall *only* be made to state or local law enforcement officials or to other officials within the juvenile justice system. Verification of the official's position may need to be made before the disclosure of records or information.

- B. The disclosure of the education record or information must relate to the ability of the juvenile justice system to serve, prior to adjudication, the student whose records or information is to be disclosed.
- C. The officials to whom the records or the information are disclosed shall certify in writing that that person, and any agency or organization with which that person is affiliated, shall keep the personally identifiable portions of the records or the information confidential and shall not disclose the personally identifiable portions of the records or the information to any person, agency, or organization except a person, agency, or organization within the juvenile justice system having an independent right to the information.
- D. Any other provisions necessary to comply with federal law or rules.

A record of all authorizations for release of information shall be maintained by the School Board and all such authorizations shall be included in the student's records.

- 7. Access to and disclosure of educational records and personally identifiable student information may be authorized by the Superintendent in accordance with the provisions of Calcasieu Parish School Board Policy JR-AP.

REVIEW OF STUDENT RECORDS BY THE PARENT

- 1. Schools shall provide for the review of student records by parents or guardians, or any student eighteen (18) years of age or older. Parents and students shall be given notification of their right to review the student records.

Access to school records shall not be denied to a parent solely because he/she is not the child's custodial or domiciliary parent.

- 2. The parent or legal guardian of a student shall be provided access to student records upon written request to the principal maintaining those records within the school system no more than forty-five (45) days after the date of receipt of the request.

The parent, legal guardian or student, if the student is eighteen (18) or over, shall, upon written request to the principal maintaining those records, have the opportunity to receive an interpretation of those records, have the right to question those data, and if a difference of opinion is noted, shall be permitted to file a letter in said cumulative folder stating their position. If further challenge is made to the record, the parent, legal guardian, or student if 18 or older, may request a hearing.

- 3. If, as a result of the hearing, the School Board decides that the information is inaccurate,

misleading, or otherwise in violation of the privacy rights of the student, it shall:

- A. Amend the record accordingly;
and
- B. Inform the parent or eligible student in writing.

If, as a result of the hearing, the School Board decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the School Board or both.

4. The hearing shall be held within a reasonable time after receipt of the request for the hearing from the parent or eligible student.

The hearing shall be conducted by the Superintendent or his designee. At the hearing the parent or student eighteen (18) or over shall be given a full and fair opportunity to present evidence relevant to issues raised. The parent or student may, at his/her own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.

The Superintendent or his designee shall make his/her decision in writing within a reasonable period of time after the hearing. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision. The decision shall be communicated to the school and parent in writing within ten (10) working days following the date of the hearing.

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The following is a list of the types of records that the District maintains, their location, and their custodians.

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Health Records	School	School principal
Speech Therapy Records	Office of Education of for the Handicapped	Supervisor Speech
Psychological Records	Office of Education for the Handicapped Appraisal	Supervisor of Pupil
School Transportation Records	Transportation Office	Director of Transportatio
Special Test Records	School/District principal/ Office	School Administrative District Administrative Office
* Occasional Records principal	School	School

* Student education records not identified above, such as those in Superintendent's Office, in the school attorney's office, or in the possession of teachers.

Nothing herein is intended to supersede the provisions of the Family Educational Rights and Privacy Act, and to the extent any provisions of this policy conflict with FERPA or federal regulations issued pursuant thereto, the provision of FERPA or its regulations which limit or prohibit disclosure of educational records shall prevail.

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DFAA – Industrial Tax Exemptions

This new policy was drafted for School Boards' consideration reflecting the Governor's Executive Order that authorizes the school board to evaluate applications for tax exemptions it may receive and to determine appropriate standards, criteria, and conditions under which an industrial tax exemption may be granted.

NEW POLICY

FILE:

DFA

A

Cf:

DFA

INDUSTRIAL TAX EXEMPTIONS

The Calcasieu Parish School Board derives revenue from ad valorem taxation that provides for educational needs of students served by the School Board. The School Board has authority to consider for approval applications submitted to it by corporations/businesses requesting exemption from all or part of any local ad valorem tax.

Before any exemption shall be considered by the School Board, the School Board shall establish minimum standards and criteria under which exemptions may be considered and/or granted, including, but not limited to, incentives for job creation or retention of existing jobs. In addition, the School Board reserves the right to examine each application and stipulate other more specific criteria when deemed desirable on a case-by-case basis.

Once an application has been received, evaluated, and minimum criteria established, the School Board may adopt a resolution stipulating the conditions under which the exemptions are approved. If adopted, the resolution shall be forwarded to the Governor and the Louisiana State Board of Commerce and Industry.

New policy:
February, 2018

Ref: Constitution of Louisiana, Art. VII, Sec. 21(F); Governor's Executive Order JBE-2016-73.

FILE:
DFAA
Cf:
DFA

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approved. If adopted, the resolution shall be forwarded to the Governor and the Louisiana State Board of Commerce and Industry.

New policy:
February, 2018

Ref: Constitution of Louisiana, Art. VII, Sec. 21(F); Governor's Executive Order JBE-2016-73.

B. Long Range Planning Committee, February 27, 2018, Russell Castille, *Chair*

Mr. Castille gave the following report:

The Calcasieu Parish School Board Long Range Planning Committee meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on February 27, 2018, at 6:50 p.m.

The meeting was called to order by Russell Castille, Committee Chair.

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

Absent: Glenda Gay, Annette Ballard, Fred Hardy, and Billy Breaux

Mr. Castille read all items:

A. Consideration of Minimum Unassigned General Fund Reserve Level

1. Current policy and definitions
2. History of Reserves
3. General Fund Activity Analysis 2013-2017
4. Recommendation on minimum General Fund Reserve Level

Mr. Tarver offered a motion to maintain 9% of current budgeted expenditures, but not less than \$30,000,000 for unassigned General Fund reserves. Mr. Hayes seconded the motion. On a vote, the motion carried unanimously.

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

B. Consideration of General Fund Capital Outlay Plan

1. Scenarios for possible General Fund Capital Outlay

Mr. Tarver, with a second by Mr. Hardesty, offered a motion to take Scenario 1:

Spending would include \$50,000,000 assigned for capital outlay with \$30,000,000 from General Fund unassigned reserves and \$20,000,000 in debt through 10-year excess revenue certificates with debt payments made from the General Fund. Capital outlay funds would be allocated by bonding district on a per-pupil basis and \$20,000,000 will be committed from the 2015 ½ cent sales tax to be set aside as a buffer for future salary and benefit support in the event of a reduction in state or local funding because of a reduction in MFP or other revenues. The motion carried unanimously.

Blue card to address the Board:
Joey Jarreau

**Blue card to address the Board:
Joey Jarreau**

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

C. Prior and Future Long Range Planning Topics

Past long range topics considered by the Board were presented for information only.

On a motion to adjourn by Dellafosse and a second by Mr. Hayes, the meeting was adjourned at 7:36 p.m.

C. Employee Benefits Committee, March 6, 2018/Billy Breaux, *Chair*

Mr. Hayes gave the following report:

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at

3310 Broad Street, Lake Charles, Louisiana, on Tuesday, March 6, 2018, at 5:00 p.m. The meeting was called to order by Ron Hayes, Vice Chairman. Ron Hayes gave the invocation and Mike Hill led the Pledge of Allegiance.

The roll was called with a quorum being present. The following committee members were in attendance; Ron Hayes, Vice Chairman; Glenda Gay, Mary Margaret David, Wayne Foster, Mike Hill, Sue Hinchee, Carolyn Toups, Hattie White, Kimberly Tyree and Suzanne Heath.

Ms. Skylar Giardina introduced Ms. Kathy Sonnier, with Insurance Resource Group, for presentation of the group health insurance and dental renewal for the policy year May 1, 2018 - April 30, 2019.

Summary of Ms. Sonnier's presentation:

- The rate adjustment for the 2018-2019 plan year is there is No increase.
- Medical Payments were (\$2,574,895)
- Rx Payments increased \$446,523
- Ineligible claims (Prior Year) \$381,032
- Net claims paid (\$2,509,404)
- Specific Insurance Reimbursement (\$1,368,024)
- Net claims against aggregate insurance limit (\$1,141,380)
- Average per contract per month (\$30.76) -4%.

This has resulted in:

- 0% increase in premiums for 2018/2019 renewal and designate \$2,550,000 of the reserve in the fund balance for health claims above our established limits. A motion was made by Mary Margaret David, seconded by Mike Hill and passed unanimously.

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

Ms. Skylar Giardina advised the committee due to high claims the renewal with Trustmark Life Insurance came in needing a ~10% increase on the basic and optional life insurance for May 1, 2018 – April 30, 2019 policy year. A motion was made by Suzanne Heath, seconded by Wayne Foster and passed unanimously.

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

Ms. Skylar Giardina explained that the dental coverage renewing May 1, 2018 – April 30, 2019 would change from Met Life Dental to Humana with no increase and a 3 year rate guarantee. A motion was made by Mike Hill, seconded by Suzanne Heath and passed unanimously.

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

There being no further business, a motion to adjourn was made by Mary Margaret David and seconded by Mike Hill and passed unanimously at 5:35 p.m.

TAKE APPROPRIATE ACTION

Mr. Dellafosse read the following items:

A. Approval of Resolution to retain outside special counsel Stutes & Lavergne Law Firm regarding tax appeal by Marton Roofing Industries, Ltd.

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 Marton Roofing Industries, Ltd.;

WHEREAS, Marton Roofing Industries, Ltd. 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 Mr. Hardy and a second by Mr. Hardesty, the motion carried.

B. Approval of Resolution providing for issuance of \$20,000,000 +/- General Obligation Bonds/District 31 (moved to item 5.B)

C. Approval of Redesign 2 Grant for Eligible Persistently Struggling Schools

Grant Title: Redesign 2 for Eligible Persistently Struggling Schools

Funding Authority: Louisiana Department of Education

Person Applying for Grant: Margaret Goode, Grants Supervisor

Grant Amount: \$693,690 for SY 1 (2018-2019); \$1,976,717 for 3 years

Grant Period: July 1, 2018 – June 30, 2019 to be renewed each year through 2021

Three Schools to Be Added to the Renewing, Reforming, Rebuilding: Calcasieu Parish R³ Zone

The Redesign 1 award approved by BESE in January 2018 provided funds for the establishment of the Zone Leader, the TAP Executive Master Teacher, and NIET/TAP for the Washington Marion High School group (Brentwood Elementary, Clifton Elementary, Combre Fondel Elementary, Johnson Elementary, Pearl Watson Elementary, Ralph Wilson Elementary, Molo Middle, and Washington Marion High Schools). Funds for LaGrange and Oak Park Middle have been committed through the Redesign 1 award; however, funding was not sufficient for TAP implementation at these schools.

Redesign 2 provides for the addition of three LDOE identified persistently struggling elementary schools in the LaGrange High School feeder group: College Oaks, Fairview, and Watkins. These schools will be added to the Transformation Zone, the **Calcasieu Parish R³ Zone**, which will target Calcasieu's thirteen most persistently struggling schools in building a collective school turnaround plan. The CPSB will utilize proven solutions for school improvement, including LDOE approved contracted professional development focused on Tier 1 curriculum to support the teachers in developing effective practices based on content knowledge, assessment, and current school data, as well as provision for additional resources to the struggling schools. The Redesign grants will provide funding for onsite lead teachers and mentor teachers for each school and an Executive Lead Teacher who will work with the Zone Leader to be responsible for the development of the onsite lead and mentor teachers at the LaGrange feeder schools (College Oaks Elementary, Fairview Elementary, Watkins Elementary, Oak Park Middle, and LaGrange High).

As these schools have been struggling for several years, improving student achievement is the highest priority of the CPSB Redesign Plan for transformation in the eligible schools. All aspects of the transformation school improvement plan and all related decisions must contribute to the goal of making substantial, *measurable* academic gains for students and elevating school performance to higher achievement scores on an accelerated timeline to show *significant* progress by the end of school year 2021. We believe that improving our workforce talent *significantly* through *focused, intensive, and aligned* support *specifically designed* for the Zone schools will increase teacher effectiveness which, in turn, will increase student performance and the graduation rate.

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

D. Approval of CPSB Head Start Program Grant

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

Grant Source: Federal

Grant Amount: \$3,801,305.00

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

Person Applying: Michelle L. Joubert – Early Childhood Director

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

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

**E. Approval of Renewal of 3rd Party Administrator Services for Worker
Comp/General Liability/Automobile Insurance Coverage**

The draft is available for viewing at 3310 Broad Street. On a motion to approve by Mr. Hayes and a second by Mr. Hardy, the motion carried.

**F. Approval of Resolution supporting the creation of the Louisiana Task Force on
Teacher Shortage**

Resolution Teacher Shortage

Whereas, the Calcasieu Parish School System strives to recruit and hire certified teachers for the students of the parish; and

Whereas, the Calcasieu Parish School System believes the State of Louisiana, the State Board of Elementary and Secondary Education, Local Education Agencies, Post-Secondary Institutions, and all affiliated groups and organizations should increasingly collaborate to ensure a quality teacher workforce for all children; and

Whereas, the Calcasieu Parish School System, after several years of extensive recruiting, recognizes a decline in certified teacher applicants, especially in the areas of mathematics, science, and special education; and

Whereas, the Calcasieu Parish School System has proactively sought to overcome employment challenges by maintaining strong school leaders, positive work environments, and competitive compensation schedules; and

Whereas, the Calcasieu Parish School System has respect for the Louisiana Association of School Personnel Administrators (LSASPA), including Calcasieu Parish Chief Operating Officer, Dr. Shannon LaFargue, and

Whereas, The Calcasieu Parish School System recognizes this as a concern among districts across the state of Louisiana; and

Whereas, the Calcasieu Parish School System supports the creation of the Louisiana Task Force on Teacher Shortage as recommended by the LSASPA; and

Therefore, Be It Duly Resolved, by the Calcasieu Parish School System in regular session duly convened that it does hereby support the creation of the Louisiana Task Force on Teacher Shortage, as recommended by LSASPA, to overcome the challenge and secure a stronger certified educator workforce.

Signed and executed on this 13th day of March, 2018, by:

Mack Dellafosse, President
Calcasieu Parish School Board

Karl Bruchhaus, Superintendent
Calcasieu Parish Schools

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

BID REPORTS

Mr. Dellafosse read the following items:

A. Approval of E-Rate Yr. 21 (18-19)/General Funds

Technology Department is requesting for approval for E-Rate Yr. 21 (18-19) on the following bids:

321-NS, AP	Network Switches & Access Points	Proposals were received from Dell, SHI, and First Communications	Bid awarded to Dell for lowest price meeting specifications
320-Data Wiring & Equipment Installation	Data Wiring & Equipment Installation	Proposals were received from LA Radio and National Networks	Bid awarded to National Networks for lowest price meeting specifications

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

B. Bid #2018-11PC Limestone Stacking Drive at A.A. Nelson Elementary School/General Funds/Champeaux, Evans, Hotard, Designer

The Committee to receive bids met on the date herein indicated and reviewed bids on the following project. **DATE:** February 23, 2018

DESCRIPTION:

Limestone Stacking Drive At A. A. Nelson Elementary School

FUNDS: General Funds

BID NUMBER: 2018-11PC

DESIGNER: Champeaux, Evans, Hotard

CONTRACTOR	BASE BID	ALT. # 1	ALT. # 2
D & G Construction LLC	\$719,750.00	\$7,000.00	\$35,400.00
HD Truck & Tractor LLC	\$653,162.00	\$14,665.00	\$66,828.00
Keiland Construction LLC	\$689,000.00	\$38,000.00	\$93,000.00
Merrick LLC	\$634,357.00	\$21,342.00	\$50,269.00
Miller & Associates Dev.Co.,Inc.	\$643,000.00	\$33,000.00	\$79,000.00
Pat Williams Construction	\$689,000.00	\$21,000.00	\$87,000.00
Patriot Construction & Ind. LLC	\$820,000.00	\$36,000.00	\$98,000.00

R.D. Spell, Inc.	\$817,000.00	\$56,000.00	\$24,000.00
Williams Equip. Services, LLC	\$745,624.38	\$28,690.26	\$97,829.63

The Committee recommends award of the contract to:

Merrick LLC

BASE BID and ALTERNATE NO. 1 and #2 in the amount of:

Seven hundred five thousand nine hundred sixty eight dollars and no/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATES:

ALTERNATE #1: Infill Approximately 130 lin.ft of existing open ditch, drainage, catch basin site work

ALTERNATE #2: Limestone parking area , adjunct to the new drop-off /pick-up canopy

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

C. Bid #2018-11PC New Drop Off, Pick-up Canopy at A.A. Nelson Elementary School/General Funds/Champeaux, Evans, Hotard, Designer

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

DATE: February 23,2018

DESCRIPTION:

New Off-Off Pick- At A.A.Nelson School

FUNDS: General Funds

BID NUMBER: 2018-11PC

DESIGNER: Champeaux I Evans I Hotard - Architects

Alfred Palma, L.L.C \$276,689.00

Gunter Construction, Inc. \$219,500.00

John D. Mvers & Associates, Inc. \$220,750.00

Keiland Construction LLC \$235,000.00

Pat Williams Construction LLC. \$221,500.00

Trahan Construction, LLC \$259,600.00

Central Auction House No Bid

The Committee recommends award of the contract to.

Gunter Construction, Inc

(Base Bid) in the amount of:

Two Hundred Nineteen Thousand Five Hundred Dollars no/100

as the lowest qualified bidder meeting specifications

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

D. Bid #2019-04 Pre-packaged School Supplies/McKinney-Vento Homeless Student Act Program

BID 2019-04 – PRE-PACKAGED SCHOOL SUPPLIES was opened on February 21, 2018 @ 11:00AM (McKinney-Vento Homeless Student Act Program)

BIDS WERE SENT TO THE FOLLOWING:

Educational Products Inc
Positive Promotions
School Aids
Schoolkidz
Teachers Pet

BID RESULTS AS FOLLOWS:

Pre-K thru 2nd
Grades 3rd thru 5th
Middle & High
Backpacks
Kinder Mats

Educational Products, Inc.	\$34.68/pkg
Educational Products, Inc.	\$29.70/pkg
Educational Products, Inc.	\$21.27/pkg
Teachers Pet	\$24.00/ea
Teachers Pet	\$ 7.90/ea

The staff recommends awarding as indicated above as the lowest responsible responsive bidders

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

E. Bid #2019-05 School Uniforms/McKinney-Vento Homeless Student Act Program

BID 2019-05 – SCHOOL UNIFORMS was opened on February 21, 2018 @ 10:00AM
(McKinney-Vento Homeless Student Act Program)

BIDS WERE SENT TO THE FOLLOWING:

BSN Sports LLC
Dolly Koonce
Educational Products, Inc.
Positive Promotions
School Uniform Sales

The staff recommends awarding to Educational Products, Inc. Just Print It, and Wholesale School Wear as the lowest responsible responsive bidders.

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

F. Bid #2019-12 Security Guard Services/General Funds

BID 2019-12 – SECURITY GUARD SERVICES was opened on February 27, 2018
@ 10AM, General Funds

BIDS WERE SENT TO THE FOLLOWING:

Guardians of SWLA
Lofton Security
Phase 4 Security Services
Vets Securing America
Vinson Guard Services
Weiser Security

BID RESULTS AS FOLLOWS:

Hourly Billing Rate

Guardians of SWLA	\$25.00
Lofton Security	\$12.00 (incumbent)
North Atlantic Security	\$12.68
Vets Securing America	\$14.92
Vinson Guard Services	\$13.50

The staff recommends awarding Lofton Security as the lowest responsible, responsive bidder.

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

G. Renewal for 2018-2019 School Year/Magazines for Libraries RNL-1/General Funds

MAGAZINES FOR LIBRARIES RNL-1 TO DISCOUNT MAGAZINE IN THE ESTIMATED AMOUNT
OF \$26,870.60 (GENERAL FUNDS)

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

H. Sprinkler System Inspections RNL-1/General Funds/Hagemeyer-Vallen

SPRINKLER SYSTEM INSPECTIONS RNL-1 TO HAGEMEYER/VALLEN IN THE AMOUNT OF \$12,500.00 (GENERAL FUNDS)

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

I. Plumbing Contract Services RNL-1/General Funds/Various Contractors

PLUMBING CONTRACT SERVICES RNL-1 TO VARIOUS CONTRACTORS (GENERAL FUNDS)

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

J. Electrical Contract Services RNL-1/General Funds/Various Contractors

ELECTRICAL CONTRACT SERVICES RNL-1 TO VARIOUS CONTRACTORS (GENERAL FUNDS)

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

K. General Repair Contract Services RNL-1/General Funds/Various Contractors

GENERAL REPAIR CONTRACT SERVICES RNL-1 TO VARIOUS CONTRACTORS (GENERAL FUNDS)

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

PERMISSION TO ADVERTISE

Mr. Dellafosse read the following items:

A. Ralph Wilson Elementary/Interior and Exterior Improvements/District 31 Bond Funds

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

B. DeQuincy High School Auditorium Roof Replacement/General Funds

Mr. Smith offered a motion to approve, with a second by Mr. Hardy. Mr. Hardy asked to amend, with a second by Mr. Williams, that General Funds not be used and that funds would come from the newly allocated per pupil/per district funds. After discussion, the amendment was withdrawn and the original motion passed unanimously.

C. Washington-Marion High School Phase 1-Exterior Upgrades/District 31 Bond Funds

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

D. Molo Middle School Phase 1 – Exterior Upgrades/District 31 Bond Funds

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

E. Clifton Elementary Phase 1- Exterior Upgrades/District 31 Bond Funds

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

F. J.J. Johnson Elementary/ Interior and Exterior Improvements/District 31 Bond Funds

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

G. Pearl Watson Elementary/Interior and Exterior Improvements/District 31 Bond Funds

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

CORRESPONDENCE

Mr. Dellafosse read the following item:

A. Change Order Number Two (2) for the Project, "Gillis Elementary Drainage Improvements," Sales Tax District #3 Funds, Bid #2018-04PC; *Increase* of nine (9) days; Moss Architects, Inc., Designer; Keiland Construction, Contractor.

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

Executive Session/Take Appropriate Action Following

On a motion to adjourn into Executive Session by Mr. Hayes and a second by Mr. Hardy, the Board adjourned on a unanimous vote at 6:33 p.m. The Board reconvened on the same motions at 7:14 p.m.

A. Consideration of Auto Claim #6407579/Attorney Wesley Romero

On a motion to settle Auto Claim #6407579 by Mr. Hardy and seconded by Mr. Hardesty, the motion carried unanimously.

B. Discussion regarding the report, development, or course of action regarding security personnel, plans, or devices

CONDOLENCE/RECOGNITION

Mr. Hardy asked for a letter of condolence to the family of Mrs. Geneva Laws, the family of Mr. Paul Victorian, Sr., and the family of Mrs. Wanda Charles.

Mrs. Ballard asked for a letter of condolence to the family of Mrs. Anne Farrar.

Mr. Williams encouraged the Board to go see the LaGrange production of Beauty and the Beast.

SCHEDULE COMMITTEES

Board Retreat (Seed Center).....	March 22, 2018, 8:15-1:00
Budget Committee.....	March 27, 2018, 5:00 p.m.
C&I Committee (to follow).....	March 27, 2018

ADJOURN MEETING

On a motion to adjourn by Mr. Hayes and a second by Mr. Williams, the meeting was adjourned at 7:19 p.m.

Mack Dellafosse, President

Karl Bruchhaus, Secretary

Item 5.B.

Nikki Gray

Senior

Sam Houston High School

Art Teacher: Julie Groth

Award:

- **Finalist** in the George Rodrigue Foundation of the Arts Scholarship Art Contest
 - As a finalist she will share in the \$45,000 scholarship award
-

Daylin Braxton

Grade 5

Pearl Watson Elementary

Art Teacher: Suzanne Walker

Award:

- **1st Place Winner** in the LSBA Art Competition (K-5 Category)
- Competed against students from all 64 parishes
- Winning entry will hang in the LSBA office in Baton Rouge for one year

Item 5.C.

Our State Grade-Level Winners are:

K - Sabella Nguyen

1st – Mia Manuel

2nd – Clara-Marie Vieira

5th – Louisa Rossowski

All of them from T.S. Cooley Elementary School

Item 5.D.

All Parish Quiz Bowl Team

Cecile Girard	Barbe High School
Trey Gregory	Sulphur High School
Jordan Mouton	Bell City High School
Jordan Savoie	Sulphur High School

**MINUTES
BUDGET/FISCAL MANAGEMENT COMMITTEE MEETING
March 27, 2018**

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.

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.

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.

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 Seed 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.

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.

Wilfred Bourne
Secretary

**MINUTES
CURRICULUM & INSTRUCTION COMMITTEE MEETING
March 27th, 2018**

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.

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.

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.

Tommy Campbell
Secretary

**COOPERATIVE ENDEAVOR AGREEMENT
TO ENGAGE OUT OF SCHOOL YOUTH**

This Cooperative Endeavor Agreement ("Agreement") is entered into by and between the _____ 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 _____ day of _____, 201____.

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 _____ 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: _____

Parish School Board

By: _____

Name (Printed): _____

Title: _____

ADDENDUM TO CONTRACT

This Addendum to Contract ("Addendum") is entered into by and between the _____ PARISH SCHOOL BOARD (hereinafter "School Board") and Workforce Development Board, SDA-83, Inc. (hereinafter "Vendor"). The Addendum is effective as of the _____ day of _____, 20____.

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 _____ (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

PARISH SCHOOL BOARD

Authorized Representative of Vendor

Authorized Representative Signature

Authorized Representative Name (Print)

Authorized Representative Name (Print)

Title

Title

Date

Date



Calcasieu Parish Head Start Non-Federal Share Manual

Established February 2018

TABLE OF CONTENTS

Requirement and Waivers	3-4
What Counts	5
What IS and ISN'T In Kind	6-8
Facilities	9-10
Volunteer Time	11
Materials	12
Curriculum Extension	12
Reporting	13
Budget and NFS Monthly Report	14
Glossary of Terms	15

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
___ Jake Drost

___ J.D. Clifton
___ J.I. Watson

___ Brenda Hunter
___ 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).

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 30 th	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

Item 9.C.



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	on sick leave plans to retire
Shelton, Jacqueline	7/31/2018	Washington Marion High	
Smith, Cary	7/31/2018	Starks High	
Smith, Mildred	7/31/2018	Combte-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	
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		



Sales and Use Tax Department
PO Drawer 2050; 2439 6th Street Lake Charles, LA 70602-2050

Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

www.calcasieusalestax.org
(337) 217-4280 Fax (337) 217-4281

Karl Bruchhaus, Superintendent

TO: Wilfred Bourne, CFO
FROM: Kimberly Tyree, Director of Sales Tax *KT*
DATE: March 29, 2018
SUBJECT: Request outside counsel approval

Our office was recently served with a Board of Tax Appeals Petition by Mortensen Woodwork, Inc. In the past, taxpayer's remedies were either to file suit or have their case heard by an arbitration panel. In July 2014, the legislature passed Act 640 which abolished the arbitration panel and gave taxpayers the right to file a petition for a redetermination of Assessment with the Board of tax Appeals in lieu of filing suit.

The taxpayer filed the petition as a result of an audit. The taxpayer is not in agreement with the audit findings and has elected the option to file a petition. Rusty Stutes has been used by our office in the past as our legal representation, and we would like him to represent us in this matter.

It is customary for us to seek board approval for outside counsel to be engaged in tax office litigation. Therefore, it is requested that such approval be placed upon the next board meeting agenda.

SW

C: Legal File

REPRESENTING

Calcasieu Parish School Board, STX Districts 2 & 3, Calcasieu Parish Police Jury, STX Districts 1 & 4A
Calcasieu Parish Law Enforcement District, City of DeQuincy, Town of Iowa, City of Lake Charles
City of Sulphur, Town of Vinton, City of Westlake, SWLa Convention & Visitors Bureau

RESOLUTION

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.

Mack Dellafosse, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

Item 10.A

**DeQuincy High School Auditorium Roof
Replacement/General Funds/Bid 2018-18PC**

BID OPENS FRIDAY, APRIL 13, 2018

**Information will be available prior to Board
Meeting**

BID REPORT

Item 10.B.

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

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.

BID REPORT

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

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.



Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

Karl Bruchhaus, Superintendent

TO: WILFRED BOURNE
PEGGY CARLILE
SHANNON LAFARGUE
DENNIS BENT

FROM: JENNIFER HAGAN, PURCHASING SUPERVISOR

RE: BIDS FOR APRIL 2018

**PERMISSION TO ADVERTISE
PEST CONTROL SERVICES
MAINTENANCE DEPARTMENT
GENERAL FUNDS**

Items 10.D-H.

BID REPORTS:

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

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

Building Foundations for the Future

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.

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:

	<u>Daily Rate</u>
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.

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:

	<u>Inspections</u>	<u>Hrly Repair (straight time)</u>	<u>Hrly Repair (overtime)</u>	<u>Call Out Fee</u>	<u>Truck Fee</u>
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.

**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:
American Press

Electronic
\$5.50/sq inch

Non-Electronic
\$5.75/sq inch

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

ITEMS 11. A. and B.

**PERMISSION TO ADVERTISE
PEST CONTROL SERVICES
MAINTENANCE DEPARTMENT
GENERAL FUNDS**

Purchase and Installation of Cameras/Funding
source, \$50 million dollar capital project allocation

BENEFICIAL OCCUPANCY

*** Not For Recordation ***

Dated: **April 5, 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: **Positive Connections 6-Classroom Pod, No.1
(South Pod)**

Date Occupied By Owner: **Friday, April 6, 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: **March 5, 2018**. Value of Punch List: **\$24,650.00**

Beneficial Occupancy
Page 2 of 2

Calcasieu Parish School Board - Project No. 2017-05PC
Champeaux Evans Hotard - Project No. 1715
Classroom Pods – Phase X
Riverboat Funds – No. 2017-05PC
Calcasieu Parish School Board
Parish of Calcasieu
State of Louisiana

Accepted By:

 4/5/2018

Architect
Champeaux Evans Hotard, APAC

 4-6-18

Contractor
Miller & Associates Development Co., Inc.

Owner
Calcasieu Parish School Board

* Not For Recordation *

CHANGE ORDER

Change Order No.: 1

Date: April 2, 2018

Contract Date: February 8, 2018

Project: College Street Vocational Center Plumbing/Electric Shop Upgrades

Project No.: 2018-08PC

To: Sam Istre Construction, Inc

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

The Original Contract Sum

\$79,500.00

Net Change By Previous Change Order

\$0.00

Contract Sum Prior to this Change Order

\$79,500.00

Contract Sum will be (increased) by this Change Order

\$1,599.00

New Contract Sum including this Change Order

\$81,099.00

Contract Time will be (unchanged) by

0 Days

Revised Contract Completion Date

May 11, 2018

RECOMMENDED

Brossett Architect, LLC
(Designer)
414 Pujo Street

Lake Charles, LA 70601

By: *David Brossett*

Date: 4/4/2018

ACCEPTED

Sam Istre Construction, Inc
(Contractor)
1881 Easy Street

Lake Charles, LA 70606

By: *Sam Istre*

Date: 4/4/18

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

Lake Charles, LA 70602

By: _____

Date: _____

April 4, 2018

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

RE: Change Order 1

Item 1: Paint remaining walls, doors and door frames in classrooms 102 and 108 not included in project to provide consistent clean look to classrooms. Add \$1,599.00 and 0 days.

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Alexis Hooper	Clerk C	Technology Department	03/08/18	Personal reasons
Amy Andrews	Teacher	Maplewood Elementary	03/28/18	Personal reasons
Victoria Carroll	Paraprofessional	WW Lewis Middle	03/09/18	Accepted other employment
Melanie Pardo	Teacher	WW Lewis Middle	03/07/18	Personal reasons
Owena Wing	Paraprofessional	Sam Houston High	03/06/18	Personal reasons
Sherie Alston	Paraprofessional	E.K. Key Elementary	03/09/18	Rescinded LWOP & accepted other employment @ EK Key
Donald McSpadden	Custodian	Sam Houston High	03/29/18	Personal reasons
Leslie Loftin	Paraprofessional	Sam Houston High	03/09/18	Personal reasons
Ashley Gaspard	Teacher	St. John Elementary	04/06/18	Spouse transferred
Orthello Holland	Custodian	Vinton Elementary	03/26/18	Personal reasons
Shawn Hayes	Teacher	DeQuincy Elementary	03/25/18	Accepted employment in another parish
Melody Carrier	Bookkeeper	Pearl Watson Elementary	03/15/18	Personal reasons
Rachelle Foster	Teacher	Vinton Middle	05/25/18	Personal reasons
Iyostna Maddula	Paraprofessional	Pearl Watson Elementary	03/23/18	Personal reasons
Taylor Istre	Teacher	Vinton Middle	05/25/18	Relocating
Kathy Smith	Custodian	Sulphur High	05/23/18	Personal reasons
Brandy Fisher	Teacher	FK White Middle	03/27/18	Accepted other employment
Angelette Robin	Teacher	JJ Johnson Elementary	04/13/18	Personal reasons
Erin Guidry	Paraprofessional	LeBleu Settlement	04/09/18	Personal reasons
Pamela Templeton	Teacher	Lake Charles Boston Academy	05/25/18	Spouse transferred
Mary Simon	Cafeteria Technician	Washington Marion High	05/31/18	Personal reasons
Rolinda Fruge	School Clerk	R.W. Vincent Elementary	05/25/18	Personal reasons

TERMINATION

Brenda Johnson	Cafeteria Technician	Dolby Elementary	03/12/18	
Carl Collins	Teacher	LaGrange High	03/12/18	

RETIREMENT

Leslie Brinkley	Librarian	J.J. Johnson Elementary	10/4/2018	
Johnny Tolbert	Teacher	Westlake T & I	04/10/18	
Ginger Keenan	Educational Diagnostician	Pupil Appraisal	06/22/18	
Terri Crochet	Social Worker	Pupil Appraisal	06/29/18	
Joy Fox	Principal	R.W. Vincent Elementary	06/15/18	
Stacy Duzan	Counselor	R.W. Vincent Elementary	05/25/18	
Tricia Miller	Curriculum Consultant	C & I	04/19/18	
Lloyd Doucet	Bus Driver	J.J. Johnson Elementary	07/31/18	
Angela Quinn	Teacher	Nelson Elementary	05/25/18	
Roberta Guillory	Teacher	Westlake High	05/25/18	
Elizabeth Michel	Paraprofessional	LeBleu Settlement	05/25/18	
Kristy Lemons	Paraprofessional	S.J. Welsh Middle	05/25/18	
Ellice Allen	Teacher	Maplewood Elementary	05/25/18	Waive Act 715

MATERNITY LEAVE

Due Date:

Kelsey Gomez	Teacher	Prien Lake Elementary	8/6/18 - 10/1/18	8/3/18 [B]
Haley LeJeune	Teacher	Starks High	3/19/18 - 5/14/18	4/4/18 [A]
Stacy Doucet	Teacher	Washington Marion High	1/5/18 - 5/28/18	2/12/18 [B]
Deveni Polito	Tutor	Nelson Elementary	4/9/18 - 5/24/18	4/23/18 [B]
Ari Stine	Teacher	College Oaks Elementary	4/9/18 - 5/25/18	5/21/18 [B]
Lindsey Martin	Teacher	Cypress Cove Elementary	3/13/18 - 5/25/18	3/26/18 [B]
Brittany King	Teacher	Westlake High	4/30/18 - 6/8/18	5/9/18 [B]
Katie Cecchini	Teacher	Prien Lake Elementary	8/6/18 - 1/8/19	6/13/18 [B]

LEAVE WITHOUT PAY

Catherine Griffen	Teacher	S.J. Welsh Middle	2018-2019	
Cheryl Jones	Cafeteria Technician	DeQuincy High	3/30/18 - 5/25/18	
Donna Ortego	Teacher	Kaufman Elementary	2018-2019	

MEDICAL SABBATICAL

Michelle White	Teacher	R.W. Vincent Elementary	Spring 2018-2019	Beginning 3/5/18
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APPROVED - April 11, 2018

Shannon P. Lafuze