

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, November 14, 2017

1. **Prayer** – Annette Ballard
2. **Pledge of Allegiance** – Jordan Mouton/Bell City High School
3. **Roll Call**
4. **Approval of Minutes**
 - A. October 10, 2017
5. **Presentations**
 - A. Jamey Rasberry/Director of LC Memorial Hospital Sports Medicine
6. **Superintendent's Report**
7. **Committee Reports**

(None)
8. **Take Appropriate Action**
 - A. Approval of Cooperative Endeavor Agreement with District Attorney John DeRosier/Positive Change Initiative
 - B. Approval of National Oceanic and Atmospheric Administration (NOAA) B-Wet Grant Project/Wetland Restoration through Aquaponics
 - C. Approval of Resolution Approving One-Time Sales Tax Supplement for Active Employees
 - D. Resolution Ordering and Calling a Special Election/Sales Tax District 3
 - E. Resolution Approving Phillips 66 for Participation in the Industrial Tax Exemption Program
 - F. Approval of Striving Readers Comprehensive Literacy (SRCL) Grant proposal
9. **Bid Reports**

A. Sam Houston High School Demolition of Gym and Associated Spaces

**10. Permission to Advertise
(None)**

11. Correspondence

A. Change Order Number Six (6) for the Project, "Classroom Pods – Phase X," #201705PC; *Increase* of \$76,542.87 from Sales Tax District 3 and *Increase* of \$32,322.32 from Riverboat Funds for *Total Increase* of \$108,865,19; Champeaux, Evans, Hotard, Architect; Miller & Associates Development Co., Inc., Contractor.

12. Condolences/Recognitions

13. Executive Session

A. Superintendent's Evaluation for Contract Year Ending December 31, 2020

14. Schedule Committees

November 28..... Insurance Committee, 5:00 p.m.
A&P Committee (to follow)
December 5.....C&I Committee, 5:00 p.m.

15. Adjourn Meeting

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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 October 10, 2017, at 5:00 p.m.

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

ROLL CALL

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

Mr. Breaux arrived after the roll was called.

Mr. Hayes asked for a motion to include the addendum item 9.D. On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the motion carried unanimously

APPROVAL OF MINUTES

Mr. Dellafosse, with a second by Mrs. Ballard, offered a motion to approve the Minutes of September 12, 2017. The motion carried on a vote.

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. Board Members have received the September 30th school population report.
2. All board members have received the September Head Start Report

Head Start Enrollment– 451 applicants
Head Start Waiting List – 136 applicants

Parent Meetings and Open House were held at all sites. Policy Council representatives were elected. Emergency Drills were conducted at each site.

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School award affirms the hard work of students, educators, families, and communities in creating safe and welcoming schools where students master challenging content. The National Blue Ribbon School flag gracing an entry or flying overhead is a widely recognized symbol of exemplary teaching and learning.

I am very pleased to announce that Vincent Settlement Elementary has been chosen as a Blue Ribbon School. The Blue Ribbon celebration will be Friday, 9:00, October 13, at Vincent Settlement Elementary.

6. The Yale Office of Undergraduate Admissions has honored Barbe High School English/AP Gifted English teacher, Lori Benoit, as the recipient of the 2017 Yale Educator Award. The award honors outstanding educators who serve as an inspiration to their students supporting and encouraging them to perform at high levels and to achieve excellence. She was nominated by her former student, Simarpreet Chadha, now a Yale student. Ms. Benoit received an engraved desk set and plaque and has been invited to attend an awards ceremony at Yale. I would like to introduce Ms. Benoit and ask her to say a few words.

7. I am required to read the following by the State Bond Commission:

PUBLIC NOTICE

NOTICE is hereby given in compliance with La. R.S. 42:19.1, that School Sales Tax District No. 3 of the Parish of Calcasieu, Louisiana, (the District), will meet in open and public session on the 14th day of November, 2017, at 5:00 o'clock p.m. at the offices of the Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, Louisiana, to consider calling an election to be held in the District on April 28, 2018, to consider authorizing sales tax secured bonds for the purpose of acquiring and/or improving land and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities within and for said District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public for the purpose of operating and maintaining the District's school facilities.

Announce: October 10, 2017

Publish: October 12, 2017

EXECUTIVE SESSION

On a motion to adjourn into Executive Session by Mr. Tarver and seconded by Mr. Dellafosse, the Board adjourned on a unanimous vote at 5:14 p.m. The Board resumed Regular Session at 5:40 on a motion by Mr. Tarver and a second by Mr. Dellafosse.

A. Consideration of Worker Compensation Claim #3896927/Attorney Kevin Koenig

On a motion to approve settlement of Worker Compensation Claim #3896927 by Mr. Dellafosse

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On motion by Mr. Tarver, seconded by Mrs. Ballard, it was recommended to approve the 2017-2018 General Fund Budget Revision #1 as presented.

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

Next, Wayne Foster Director of Internal Auditing, presented an update on the School Fees for the 2017-2018 school year. A comparison fee schedule indicated Additions, Change or No Change from 2016-2017 for each school in Calcasieu Parish. There was much discussion about the necessity of several office/administrative fees and staff was asked to look at ideas on how to consolidate them. A motion was made by Mr. Hayes and seconded by Mr. Smith to accept the report.

Blue card submitted:

Ken Stratton

On behalf of the committee, Mr. Dellafosse offered the motion to approve the staff recommendation to accept the report, but also have staff look at ideas to consolidate fees. Mr. Breaux asked for staff to look into a breakdown of fees and how each school spends the fees. A second was not needed and the motion passed on a vote.

Mr. Bourne then gave a brief update on the Out-of-State Travel policy and procedures that CPSB has been using since October 2014. Mr. Duhon made a motion to amend the original policy to expand the travel area to nationwide outside the 6-7 hour driving distance once every three (3) years, up to three (3) times in their tenure with CPSB for an individual and no more than four (4) members from one site at any one time. Mr. Hayes seconded the motion. After much discussion and a vote of 7-5 in favor, the changes were accepted.

Mr. Roberts made a motion to table this item, with a second by Mrs. Ballard. The motion carried with three nay votes.

6:11 p.m. Mr. Tarver left the meeting.

The next item presented was information concerning the public auction of surplus items. The auction will be held at the Burton Coliseum on Friday and Saturday, October 6-7, 2017. Pedersen & Pederson Auctions, Inc. will conduct the auction. Staff is still compiling the list at this time and will email board members when completed and will have it available at the October Board meeting.

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recommendations to accept the Textbook Adoption Committees and it passed unanimously.

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

Mr. Campbell then submitted a request for permission to accept School Redesign Grant for schools identified as “Persistently Struggling”.

Mr. Campbell introduced the School Redesign Grant first, by the viewing of a PowerPoint which describes the fundamentals of the Grant. Upon completion of the PowerPoint, Mr. Campbell explained the benefits Calcasieu Parish School Board would receive from approval of this Grant.

The School Redesign Grant would allow the recruitment of highly effective teachers and administrators to these persistently struggling schools. Increase teacher retention rates at each school. Help implement a set of research-based strategies across an entire zone made up of schools with similar challenges. Assign a single zone leader who will focus solely on the schools within the zone and monitor to ensure full implementation of the grant initiatives, holding each school and zone as a whole accountable for growth toward their identified goals.

This Redesign Grant will provide millions of dollars to implement our district school improvement plan for persistently struggling schools.

If unsuccessful, a State approved plan will need to be implemented without financial assistance.

A motion was made by Chad Guidry and seconded by Fred Hardy to grant permission to accept School Redesign Grant and it passed unanimously.

On behalf of the committee, Mrs. Ballard offered a motion to approve the staff recommendation. A second was not needed. After much discussion and more explanation by Mr. Campbell, Mr. Dellafosse called the question to cease discussion. There was one nay vote. On the vote to approve the recommendation to accept the School Redesign Grant the motion carried with one nay vote.

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NAYS: None

ABSENT: None

NOT VOTING: None

BOND RESOLUTION

A resolution providing for issuance, sale and delivery of \$3,840,000 General Obligation Refunding Bonds of School District No. 34 of Calcasieu Parish, Louisiana, 2017 Series; prescribing the form, fixing the details and providing for the rights of the owners thereof; providing for payment of the principal of and interest on such bonds and application of proceeds thereof to refunding certain public school improvement bonds of said District; and providing for other matters in connection therewith.

WHEREAS, School District No. 34 of Calcasieu Parish, Louisiana (the "District") held an election on July 20, 2002, within said District, wherein the following proposition was proposed to and approved by the electorate of the District, to-wit:

BOND PROPOSITION

Shall School District No. 34 of Calcasieu Parish, Louisiana (the "District"), incur debt and issue bonds in an amount not exceeding \$34,000,000 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 within and for said School District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public, which said bonds shall be retired with, paid from and secured by ad valorem taxes on all taxable property within the limits of the District sufficient in rate and amount to pay said bonds in principal and interest?

WHEREAS, the District has heretofore issued \$11,725,000 of its General Obligation Refunding Bonds, 2009 Series B, dated December 31, 2009 on original issue, of which \$7,065,000 is currently outstanding (the "2009 Bonds") which are payable from a pledge and dedication of that portion of the net avails or proceeds of ad valorem taxes levied on all properties subject to taxation within the District, all in accordance with Article VI, Section 33 and Article VII, Section 26(E) of the

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DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. The following terms shall have the following meanings in this resolution unless the context otherwise requires:

“2009 Bonds” shall mean \$11,725,000 of School District No. 34 of Calcasieu Parish, Louisiana, 2009 Series dated as of December 31, 2009, of which \$7,065,000 is currently outstanding.

“Act” shall mean Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority.

“Bond” or “Bonds” shall mean Bonds, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond. The Bonds shall be secured by and payable from ad valorem taxes levied upon taxable properties within the District.

“Bondholder,” “Registered Owner,” or “Owner” shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent.

“Bond Counsel” shall mean an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

“Bond Obligation” shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.

“Bond Resolution” shall mean the resolution authorizing issuance of the Bonds, as further amended and supplemented as herein provided.

“Bond Year” shall mean the one-year period ending on the principal payment date on the Bonds (January 15).

“Business Day” shall mean a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

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

“Costs of Issuance” shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the District, fees and disbursements of consultants and professionals, costs of credit ratings, fees

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2. Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the owners of such Bonds with the effect specified in Section 11.1 of this Bond Resolution, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Bond Resolution, to the satisfaction of the Paying Agent, or waived;
3. Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Bond Resolution; and
4. Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in the Bond Resolution or by law.

“Outstanding Bonds” shall mean the Bonds and the 2009 Bonds.

“Paying Agent” shall mean Whitney Bank, Baton Rouge, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Bond Resolution, and thereafter “Paying Agent” shall mean such successor Paying Agent.

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

“Pledged Tax Revenues” shall mean the net avails or proceeds of the unlimited ad valorem tax levied against all assessable properties within the District, as approved by the electorate of the District in an election previously held therein.

“Qualified Investments” shall mean (i) cash, (ii) Government Securities, and (iii) time certificates of deposit of state banks organized under the laws of the State and national banks having their principal office in the State which are fully collateralized by government securities as provided by Louisiana law, or any other investment security which may be permitted by Louisiana law.

“Record Date” shall mean, with respect to an Interest Payment Date, the close of business on the first calendar day of the month in which an Interest Payment is due, whether or not such day is a Business Day.

“Refunded Bonds” shall mean those bonds of the District’s outstanding 2009 Bonds dated as of December 31, 2009 on original issue, maturing January 15, 2022 to January 15, 2025, inclusive, which are being advance refunded by the Bonds, as more fully described in **Exhibit A** hereto.

“Security Documents” shall mean this Bond Resolution, the Bonds, and/or any additional or supplemental document executed in connection with the Bonds.

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the Escrow Agreement shall be strictly observed and followed in all respects.

SECTION 2.2. Bond Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Resolution shall be a part of the contract of the District with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the District shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Resolution.

SECTION 2.3. Obligation of Bonds. The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Pledged Tax Revenues. The Pledged Tax Revenues are hereby irrevocably and irrevocably pledged and dedicated in an amount sufficient for payment of the Bonds in principal, premium, if any, and interest as they shall become due and payable, and for other purposes hereinafter set forth in this Bond Resolution. All of the Pledged Tax Revenues shall be set aside in a separate fund as hereinafter provided, and shall be and remain pledged for the security and prompt payment of the Bonds, in principal, premium, if any, and interest and for all other payments provided for in this Bond Resolution until such Bonds shall have been fully paid and discharged.

SECTION 2.4. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized issuance of \$3,840,000 principal amount of Bonds to be designated "General Obligation Refunding Bonds of School District No. 34 of Calcasieu Parish, Louisiana, 2017 Series," for the purpose of advance refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof within a single maturity, and shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on January 15 in the years and in the principal amounts and shall bear interest, payable on January 15 and July 15 of each year commencing January 15, 2018, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

DUE (January 15)	MATURITY AMOUNT	INTEREST RATE
2018	\$ 45,000	2.000%
2022	895,000	3.000%
2023	935,000	3.000%
2024	965,000	4.000%
2025	1,000,000	4.000%

The principal and premium, if any, of the Bonds are payable in such coin or

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a period beginning at the opening of business on the 1st calendar day of the month in which an Interest Payment is due, or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the District, evidencing the same debt and entitled to the same benefits under this Bond Resolution as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the District, and the Paying Agent, and any agent of the District, or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Governing Authority may in its discretion adopt a resolution and thereby authorize issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the District, and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the District, and the Paying Agent, (ii) giving to the District, and the Paying Agent an indemnity bond in favor of the District and the Paying Agent in such amount as the District may reasonably require, (iii) compliance with such other reasonable regulations and conditions as the District may prescribe and (iv) paying such expenses as the District, and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the District may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the District, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This Bond is issued to replace a lost, canceled or destroyed Bond under the authority of La. R.S. 39:971 through 39:974."

Such duplicate Bond may be signed by the facsimile signatures of the same officers who signed the original Bonds, provided, however, that in the event the officers who executed the original Bonds are no longer in office, then the new Bonds may be signed by the officers then in office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Bonds hereunder, the obligation of the District upon the duplicate Bonds being identical to their obligations upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those conferred by the original Bonds.

SECTION 3.3. Preparation of Definitive Bonds, Temporary Bonds. Until the definitive Bonds are prepared, the District may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations

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governmental charge that may be imposed in relation thereto.

Bond certificates are required to be delivered to and registered in the name of the beneficial Owner under the following circumstances:

- (a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or
- (b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the beneficial Owners.

The Issuer and the Paying Agent will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

Neither the Issuer or the Paying Agent are responsible for the performance by DTC of any of its obligations including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy *in lieu* of consent.

Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Bond Resolution of holding, delivering or transferring the Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If at any time DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

SECTION 3.7. Regularity of Proceedings. The District, having investigated the regularity of the proceedings had in connection with issuance of the Bonds, and having determined the same to be regular, each of 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.”

ARTICLE IV

PAYMENT OF BONDS; DISPOSITION OF FUNDS

SECTION 4.1. Deposit of Funds With Paying Agent. The District covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from collection of the Pledged Tax Revenues or other funds available for such purpose, at least one (1) Business Day in advance of the date on which payment of principal, premium, if any, and/or interest falls due on the Bonds, funds fully sufficient to pay promptly the principal, premium, if

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then such non-conforming investment shall be sold or liquidated and the proceeds thereof invested in Qualified Investments.

ARTICLE V

REDEMPTION OF BONDS

SECTION 5.1. Optional Redemption. The Bonds are not callable for optional redemption prior to their stated maturity.

SECTION 5.2. Purchase of Bonds. The Paying Agent shall endeavor to apply any moneys furnished by the District for the redemption of Bonds (but not committed to the redemption of Bonds as to which notice of redemption has been given) to the purchase of appropriate outstanding Bonds. In accordance with Section 3.4, any Bonds so purchased shall be canceled. Subject to the above limitations, the Paying Agent, at the direction of the District, shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) with monies made available by the District for such purpose, provided, however, that the Paying Agent shall not expend amounts for the purchase of Bonds of a particular maturity (excluding accrued interest, but including any brokerage or other charges) in excess of the amount that would otherwise be expended for the redemption of Bonds of such maturity, plus accrued interest, and, provided further, that the District may, in its discretion, direct the Paying Agent to advertise for tenders for the purchase of Bonds not less than sixty (60) days prior to any date for redemption of Bonds.

ARTICLE VI

PARTICULAR COVENANTS, ADDITIONAL BONDS

SECTION 6.1. Obligation of the District in Connection with Issuance of the Bonds. As a condition of issuance of the Bonds, the District hereby binds and obligates itself to: (a) deposit irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from issuance and sale of the Bonds, together with additional moneys of the District, as will enable the Escrow Agent to pay in full (the 2009 Bonds on January 15, 2020, the principal of and interest on the Refunded Bonds; (b) deposit in trust with the Escrow Agent such amount of the proceeds of the Bonds as will enable the Escrow Agent to pay the Costs of Issuance and the costs properly attributable to establishment and administration of the Escrow Fund.

SECTION 6.2. Payment of Bonds. The District shall budget in each Fiscal Year sufficient Pledged Tax Revenues to make all payments required by Section 4.3 in such Fiscal Year, and shall also duly and punctually pay or cause to be paid as herein provided, the principal of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

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responsible indemnity company in amounts adequate to protect the District from loss.

SECTION 6.6. District to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the District shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of receipts of ad valorem taxes, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the District shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State (or his successor) or by a recognized independent firm of certified public accountants showing receipts of and disbursements made for the account of the Sinking Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds. The District further agrees that the Paying Agent and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the District relating to the Pledged Revenues.

SECTION 6.7. Pledged Tax Revenues Not Encumbered. As of this date, the Pledged Tax Revenues are not pledged or encumbered in any way, except to payment of the Outstanding Bonds and other bonds previously issued by the District.

ARTICLE VII

SUPPLEMENTAL BOND RESOLUTIONS

SECTION 7.1. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, a resolution and/or ordinance supplemental hereto may be adopted, which, upon filing with the Paying Agent of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms: (a) to add to the covenants and agreements of the District in the Bond Resolution other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (b) to add to the limitations and restrictions in the Bond Resolution other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (c) to surrender any right, power or privilege reserved to or conferred upon the District by the terms of the Bond Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the District contained in the Bond Resolution; (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Resolution; or (e) to insert such provisions clarifying matters or question arising under the Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with the Bond Resolution as theretofore in effect.

SECTION 7.2. Supplemental Resolutions Effective With Consent of Owners. Except as provided in Section 7.1, any modification or amendment of the Bond Resolution or of the rights and obligations of the District and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental resolution, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption

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bankruptcy law or similar law;

then, upon the happening and continuance of any Event of Default, the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law. Under no circumstances may the principal or interest of any of the Bonds be accelerated. All remedies shall be cumulative with respect to the Paying Agent, the Owners; if any remedial action is discontinued or abandoned, the Paying Agent, the Owners shall be restored to the former positions.

ARTICLE X

CONCERNING FIDUCIARIES

SECTION 10.1. Escrow Agent; Appointment and Acceptance of Duties. Whitney Bank, Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution by executing and delivering the Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the District, subscription forms for any Government Securities required by the Escrow Agreement.

SECTION 10.2. Paying Agent; Appointment and Acceptance of Duties. The District will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Resolution. The designation of Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the District.

SECTION 10.3. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least \$30,000,000, or assets under management of at least \$25,000,000, and (iii) be subject to supervision or examination by Federal or state authority. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Defeasance. (a) If the District shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, then the covenants, agreements and other obligations of the District to the Bondholders shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the District, execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the District any moneys, securities and funds held by it pursuant

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of a bank or trust company or of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;

2. The ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent.

(b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in accordance therewith.

SECTION 11.3. Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

SECTION 11.4. Parties Interested Herein. Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the District, the Paying Agent and Owners of the Bonds any right, remedy or claim under or by reason of the Bond Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Bond Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Paying Agent and Owners of the Bonds.

SECTION 11.5. No Recourse on the Bonds. No recourse shall be had for payment of principal or of interest on the Bonds or for any claim based thereon or on this Bond Resolution against any member of the Governing Authority or officer of the District or any person executing the Bonds.

SECTION 11.6. Successors and Assigns. Whenever in this Bond Resolution the District are named or referred to, it shall be deemed to include their successors, and assigns and all the covenants and agreements in this Bond Resolution contained by or on behalf of the District shall bind and inure to the benefit of their successors, and assigns whether so expressed or not.

SECTION 11.7. Subrogation. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof, shall be subrogated to all the rights and remedies against the District had and possessed by the Owner or Owners of the Refunded Bonds.

SECTION 11.8. Severability. In case any one or more of the provisions of the Bond 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 the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such

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content of the Preliminary Official Statement pertaining to the Bonds, as submitted to the District, and hereby ratifies its prior use in connection with offering and sale of the Bonds. The District further approves the form and content of the final Official Statement and hereby authorizes and directs execution thereof by the Executive Officers and delivery of such final Official Statement to the Underwriter for use in connection with the public offering of the Bonds.

SECTION 12.3. Executive Officers Determine Bond Terms. The Executive Officers are hereby designated as representatives of the District and the execution by the Executive Officers of the Bond Purchase Agreement between the District and the Underwriter is hereby ratified and approved.

The Executive Officers be and they are hereby authorized and directed to take all actions in conformity with the Act, if necessary, or reasonably required to effectuate issuance, sale and delivery of the Bonds and shall take all action necessary or desirable in conformity with the Act for carrying out, giving effect to and consummating the transactions contemplated by the Bonds, this Bond Resolution, the Bond Purchase Agreement, the Preliminary Official Statement and the Final Official Statement, including without limitation, execution and delivery of any closing documents in connection with issuance, sale and delivery of the Bonds. The Executive officers are specifically authorized to approve such changes to said documents as are necessary and appropriate and not contrary to the general tenor thereof, such approval to be conclusively evidenced by such execution thereof.

ARTICLE XIII

REDEMPTION OF REFUNDED BONDS

SECTION 13.1. Call for Redemption. Subject only to delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption on January 15, 2020, at a redemption price of 100% of the principal amount of each bond so redeemed, and accrued interest to the date of redemption, in compliance with the resolution authorizing their issuance.

SECTION 13.2. Notice of Redemption. In accordance with the resolution authorizing issuance of the Refunded Bonds, notice of redemption in substantially the form attached hereto as **Exhibit D**, shall be given by means of first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption, addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the paying agent for the Refunded Bonds.

ARTICLE XIV

CONTINUING DISCLOSURE UNDERTAKING

SECTION 15.1. Continuing Disclosure. The Chief Financial Officer of the Calcasieu Parish School Board, as governing authority of the District, is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set

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- The selection of delegate agencies and their service areas (this regulation is binding on Policy Councils exclusively) (see 45 CFR 1301.33 and 45 CFR 1305.3(a) for additional requirements about delegate agency and service area selection, respectively).
- Criteria for defining recruitment, selection, and enrollment priorities, in accordance with the requirements of 45 CFR Part 1305.
- All funding applications and amendments to funding applications for Early Head Start and Head Start, including administrative services, prior to the submission of such applications to the grantee (in the case of Policy Committees) or to HHS (in the case of Policy Councils).
- Policy Council, Policy Committee, and Parent Committee reimbursement. Grantee and delegate agencies must enable low-income members to participate fully in their group responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the members.
- The annual self-assessment of the grantee or delegate agency's progress in carrying out the programmatic and fiscal intent of its grant application, including planning or other actions that may result from the review of the annual audit and findings from the Federal monitoring review (see 45 CFR 1304.5(i)(1) for additional requirements about the annual self-assessment).
- The composition of the Policy Council or the Policy Committee and the procedures by which policy group members are chosen.
- Procedures describing how the governing body and the appropriate policy group will implement shared decision-making.
- Internal dispute resolution. Each grantee and delegate agency and Policy Council or Policy Committee jointly must establish written procedures for resolving internal disputes, including impasse procedures, between the governing body and policy group.
- Program personnel policies and subsequent changes to those policies, in accordance with 45 CFR 1301.31, including standards of conduct for program staff, consultants, and volunteers.
- Decisions to hire or terminate the Early Head Start or Head Start Director of the grantee agency.
- Decisions to hire or terminate any person who works primarily for the Early Head Start or Head Start program of the grantee agency.

Section 3

Order of Authority is Head Start Performance Standards, Policy Council By-Laws, Policy Council Rules, and Robert's Rules of Order in descending order.

Article II

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Article IV **Officers**

Section 1

The Officers - consists of the President, Vice President, and Secretary, each with the exception of the President, having an equal vote in the decisions of the Council.

1. The President, elected by the Policy Council, shall chair the Policy Council.
 2. The President shall have the following Powers and Duties:
 - a) Preside over Policy Council Meetings;
 - b) Serve as the official Representative of the Policy Council;
 - c) Have Signature authority for the Policy Council;
 - d) Appoint Committee members to be approved by the Policy Council; and
 - e) Carry out such reasonable duties as requested by the Policy Council, Early Childhood Director, or ACF/DHHS.
- A. The Vice President
1. The Vice President shall have the following Powers and Duties:
 - a) Carry out all of the duties of the President in his/her absence;
 - b) Preside over Policy Council Meetings in the absence of the President;
 - c) Serve on all Policy Council Special Committees to include Personnel Committees;
 - d) Carry out such reasonable duties as requested by the Policy Council, Early Childhood Director, or ACF/DHHS.
- B. The Secretary
1. The Secretary shall have the following Powers and Duties:
 - a) Work with the Head Start Staff to ensure that accurate minutes of Policy Council meetings are recorded and placed on file;
 - b) Ensure that minutes are completed within seven days following the meeting and submitted to the President;
 - c) Assist with Policy Council mailings and distributions as necessary; and
 - d) Carry out such reasonable duties as requested by the Policy Council, Early Childhood Director, or ACF/DHHS.

Section 2

Upon committing violations of the Head Start Performance Standards or the Policy Council By-Laws, Officers may be removed from their position and/or the Policy Council by a two-thirds (2/3) vote of the entire Policy Council.

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- b) Voting.
 - 2. Ex-officio Members are not considered in calculating quorum.
 - 3. Ex-officio Membership may be rescinded by a two-thirds vote of the entire Policy Council.
 - 4. Ex-officio Members must be reappointed each program year.
- D. Honorary Members (community members with expertise in ongoing issues) appointed by the President, approved by the Policy Council.
- 1. Honorary Members may actively participate in meetings with the exception of:
 - a) Making motions; and
 - b) Voting.
 - 2. Honorary Members are not considered in calculating quorum.
 - 3. Honorary Membership may be rescinded by a two-thirds vote of the entire Policy Council.
 - 4. Honorary Members must be reappointed each program year.

Section 2

Members are elected or appointed for one calendar year. Members may not serve more than three years in a lifetime.

Section 3

- A. Head Start Staff and their immediate family are prohibited from serving as Parent Reps or Community Reps.
- B. Grantee members and their immediate family are prohibited from serving as Parent Reps.
- C. Immediate family for the purposes of this document, include: mother, father, grandmother, grandfather, brother, sister, son, daughter, or equivalent in-law or step relationship.

Section 4

The quorum of the Policy Council shall consist 51% of the voting membership to include 51% of the members' present being Parent Reps. The chair is considered in the calculation of quorum.

Section 5

Upon committing violations of the Head Start Performance Standards or the Policy Council By-Laws, members may be removed from the Policy Council by a two-thirds (2/3) vote of the entire Policy Council.

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Article VI
Committees

Section 1

Standing Committees

- A. Standing Committees shall be formed as needed and governed through the Policy Council Rules
 - 1. Standing Committees shall be created by a majority vote of the entire Policy Council.
 - 2. Standing Committees may be dissolved by a two-thirds vote of the entire Policy Council.

Section 2

Special Committees

- A. Special Committees shall be governed by the purpose and objectives issued by the Policy Council.
 - 1. Special Committees shall be created by the Policy Council for a specific purpose and to meet defined objectives.
 - a) The purpose and objectives for special committees shall be included in the motion to create the committee.
 - 2. Special Committees will be dissolved at the end of the complete term of the sitting President or when the purpose and objectives of said committee are completed, whichever is first achieved.

Section 3

Upon acting outside the purpose and objectives of the committee, committee members may be removed from their position by a two-thirds (2/3) vote of the Committee or a majority vote of the Policy Council.

Article VII
Parent Committees

Section 1

A Parent Committee will be organized at each center base setting under the direction of the Site Facilitator with the support of the Family Services staff.

- A. Committee members must be parents of currently enrolled students; and

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Section 2

The Parent Committee shall elect officers such as Chairperson, Vice-Chairperson, and Secretary or another configuration if they so desire in a forum where all parents have been properly notified. The Parent Committee shall also elect the Parent Reps and Alternates from their perspective center.

Article VIII Meetings

Section 1

The meeting will be held in September through July on the 3rd Monday of the month of the Program Year. If the 3rd Monday of the month falls on a holiday, the meeting will be conducted during the 2nd Monday of the month, unless otherwise noted. Notice of the regular meetings shall be sent or delivered to each CPSB Head Start Policy Council member at least one week prior to the meeting.

Section 2

Emergency meetings may be called by the CPSB Head Start Policy Council President, the Early Childhood Director, and the CPSB or at the request of three Policy Council members. CPSB Head Start Policy Council members must be notified at least twenty-four (24) hours prior to emergency meetings. CPSB Head Start Policy Council members may proxy their vote for the emergency constituting the emergency meeting. The proxy must contain the members name, center represented, date the vote was cast, and their vote on the emergency issues. Members issuing a proxy vote should not discuss the issue with any other member of the CPSB Head Start Policy Council, the Early Childhood Director, or Honorary Members prior to submitting their vote. The proxy vote must be faxed, emailed or hand delivered to the office of the Early Childhood Director by the close of business within two (2) business days of the emergency meeting in which the issue was raised.

Section 3

- A. Quorum at all regular meetings shall consist of at least 51% voting members.
- B. Quorum at all emergency meetings shall consist of at least 30% voting members.
- C. Unless otherwise specified in the minutes of a meeting, a majority vote by the quorum present will constitute official CPSB Head Start Policy Council action.

Section 4

Any CPSB Head Start Policy Council member who is absent for two (2) consecutive

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reimbursed at rates established in the CPSB Personnel Policies and Procedures manual. Members can either be reimbursed by check or they may contribute their travel expenses in the form of non-federal share/in-kind by completing and signing the appropriate in-kind form. Travel reimbursement forms and in-kind contribution forms will be available at Policy Council meetings. Travel reimbursement will be in the form of checks.

Section 10

All CPSB Head Start Policy Council members requiring child care in order to attend the meeting must notify the Head Start staff at least 5 days prior to the scheduled meeting so that arrangements can be made. When child care is not provided on-site at the Policy Council meeting, Policy Council voting members can be reimbursed for child care expenses when providing a receipt for having paid for child care services.

Article X

Amendments

The amendment procedure shall be as follows:

- A. No words contained in the Calcasieu Parish School Board Head Start Policy Council By-Laws can be changed without first going through the proper amendment process;
- B. The amendment process shall be as follows:
 1. A proposed amendment shall be recommended by a majority vote of the Policy Council through any Policy Council Member's written proposal;
 2. The recommendation shall be tabled until the next Policy Council meeting. At the next Policy Council meeting, the proposed amendment shall be presented to the Policy Council and shall pass only by a two-thirds vote;

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

C. Approval of Cooperative Endeavor Agreement between CPSB and LA Community & Technical College System/SOWELA

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CALCASIEU PARISH SCHOOL BOARD AND THE LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM ON BEHALF OF SOWELA TECHNICAL COMMUNITY COLLEGE

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") is made and entered into effective as of October 3, 2017 (the "Effective Date"), pursuant to the 1974 Louisiana

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1. PUBLIC PURPOSE. The Parties agree that the public purpose for this Agreement is to provide residents of Lake Charles, Louisiana and surrounding areas with opportunities for training and education in Calcasieu Parish, which will benefit the health and welfare of residents of Calcasieu Parish, Louisiana and surrounding areas. The Parties have determined that:

- (a) the transactions contemplated pursuant to this Agreement are for a public purpose that comports with a governmental purpose that each of the Parties may pursue;
- (b) the transactions, taken as a whole, are not gratuitous; and
- (c) each of the Parties have a reasonable expectation of receiving at least equivalent value in exchange for the transactions contemplated by this act.

2. TRANSFER BY LCTCS. For and in consideration of the obligations of the School Board set forth in this Agreement, LCTCS does hereby transfer to the School Board all of its right, title and interest in and to the Buildings without any warranty whatsoever, even as to title. In connection with the transfer, the School Board expressly waives and renounces all warranties, including without limitation, all warranties as to the condition of the Buildings, the absence of any apparent or hidden defects in the Buildings, and the warranties that the Buildings are free from redhibitory defects and are fit for their intended purpose. LCTCS agrees to sign any and all documents reasonably requested by the School Board to evidence the transfer of the title of the Buildings to the School Board.

2.1 The LCTCS agrees to protect, defend, indemnify, save, and hold harmless, the Calcasieu Parish School Board, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the LCTCS during the use of the modular buildings by, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the LCTCS as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the Calcasieu Parish School Board, its officers, agents, servants, employees and volunteers..

3. OBLIGATIONS OF THE SCHOOL BOARD.

3.1 Within fifteen (15) days of the date of this Agreement, the School Board will, at its sole cost and expense, relocate the Buildings to property owned by the School Board. Any damage occasioned to the property of LCTCS as result of relocating the Buildings will be promptly repaired by the School Board.

3.2 Commencing no later than the Effective Date, the School Board will procure and maintain hazard insurance and/or self-insurance coverage for an amount of no less than the

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5.4 If any Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement, by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the Party delayed in acting as required under the terms of this Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for cure or performance of any such act shall be extended for a period equivalent to the period of such delay.

5.5 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

5.6 Any suit filed by a Party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall, except as otherwise mandated by law, be filed in the 19th Judicial District Court for the Parish of East Baton Rouge which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

5.7 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

5.8 The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each Party and the right to demand specific performance and any claim to damages suffered hereunder.

5.9 This Agreement may be amended only by mutual written consent of the Parties.

5.10 Each representative herein warrants that he or she has the requisite authority and permission to enter, sign and bind his or her office.

5.11 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.

6. ASSIGNMENT. Neither Party may assign this Agreement or any portion thereof without the prior written consent of the other Party, which consent may be withheld, conditioned, or delayed in the sole and absolute discretion of the non-assigning Party.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

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D. Approval of Resolution to hire special counsel for Sales Tax litigation

TO: Wilfred Bourne, CFO
FROM: Kimberly Tyree, Director of Sales Tax
DATE: October 5, 2017
SUBJECT: Request outside counsel approval

Our office was recently served with a Board of Tax Appeals Petition by Samson Exploration LLC. 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.

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

BID REPORTS

Mr. Hayes read the following item:

A. Bid #2018-04PC Gillis Elementary – Drainage Improvements/Sales Tax District 3

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

DATE: October 03,2017

DESCRIPTION:

Gillis Elementary - Drainage Improvements

FUNDS: Sales Tax District #3

BID NUMBER: 2018-04PC

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Vicky Johnston, representing CAE, submitted a blue card to address the Board.

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

CONDOLENCE/RECOGNITION

Mrs. Ballard asked for a letter of condolence to the family of Jaylyn Citizen.

Mr. Smith asked for a letter of condolence to the family of Mr. Bruce Royer.

Mrs. Gay, Mr. Hardy, and Mr. Duhon asked for a letter of condolence to the family of Mrs. Frankie Lane.

Mr. Hardy asked for a letter of condolence to Mrs. Peggy Pugh. He asked for a letter of recognition to Mrs. Charlene Kaough for her restoration of the Washington- Marion Charging Indian mascot.

Mr. Hayes reminded everyone that the evaluation document was in their packet and was due on October 27.

SCHEDULE COMMITTEES

November 28..... Insurance Committee, 5:00 p.m.
A&P Committee (to follow)

ADJOURN MEETING


On a motion to adjourn by Mr. Dellafosse and a second by Mr. Duhon, the meeting was adjourned at 6:54 p.m.

Ron Hayes, President

Karl Bruchhaus, Secretary



Memorandum

To: Board Members
From:  Karl Bruchhaus, Superintendent
Date: November 8, 2017
Subject: Positive Change Initiative

Mr. John DeRosier, Calcasieu Parish District Attorney, recently held meetings concerning recent growth in the amount of teen related violence in our community. After listening to many different opinions in both the group and in private settings, Mr. DeRosier has proposed the *Positive Change Initiative*, a collaborative effort of local governmental bodies to protect, educate, and counsel at-risk youth of middle school age and their families/guardians from and in reference to the dangers of delinquent behavior.

The School Board is asked for a commitment of \$40,000 per year for 3 years, along with the District Attorney (\$50,000), City of Lake Charles (\$50,000), Police Jury (\$20,000 plus MARC), and Sheriff (\$25,000).

Staff recommends approval of the Cooperative Endeavor Agreement and the \$40,000 contribution per year for 3 years from the CPSB General Fund.

Building Foundations for the Future

COOPERATIVE ENDEAVOR AGREEMENT UNITED STATES OF AMERICA

BETWEEN

**CALCASIEU PARISH DISTRICT
ATTORNEY'S OFFICE**

STATE OF LOUISIANA

AND

**CALCASIEU PARISH SCHOOL BOARD
AND**

PARISH OF CALCASIEU

CITY OF LAKE CHARLES, LOUISIANA

AND

CALCASIEU PARISH POLICE JURY

AND

CALCASIEU PARISH SHERIFF'S OFFICE

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT, made and entered into this _____ day of _____, 2017 by and between **THE CALCASIEU PARISH DISTRICT ATTORNEY'S OFFICE** (hereinafter called "District Attorney"), herein represented by its District Attorney, John F. DeRosier, and **THE CALCASIEU PARISH SCHOOL BOARD**, a political subdivision of the State of Louisiana (hereinafter called "School Board"), herein represented by its Superintendent, Karl Bruchhaus and **THE CITY OF LAKE CHARLES, LOUISIANA**, a body politic and subdivision of the State of Louisiana (hereinafter called "City"), represented herein by its duly authorized Mayor, Nic Hunter and **THE CALCASIEU PARISH POLICE JURY**, a political subdivision of the State of Louisiana (hereinafter called "Police Jury"), represented herein by its duly authorized President, Kevin Guidry and **THE CALCASIEU PARISH SHERIFF'S OFFICE**, (hereinafter called "Sheriff"), herein represented by its Sheriff, Tony Mancuso.

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions... may engage in

cooperative endeavors with each other...;”

WHEREAS, the District Attorney will implement the Positive Change Initiative program to protect, educate and counsel at risk youth of middle school age and their families/guardians from and in reference to the dangers of delinquent behavior;

WHEREAS, the District Attorney, School Board, City, Police Jury and Sheriff wish to enter into this Agreement for the mutual benefit of the citizens of the Parish of Calcasieu, as authorized under LSA-R.S. 33: 1321 et seq. (“Local Services Law”) and Louisiana Constitution, Article VII , Section 14;

The Parties agree as follows:

Section 1: AUTHORITY

This Cooperative Endeavor Agreement is entered into by the parties under the authority of the Constitution and Laws of the State of Louisiana, including, but not limited to, Article VI, Section 20 and Article VII, Section 14 of the 1974 Louisiana Constitution and L.S.A.-R.S. 33:1321 et seq. (“The Local Service Laws”).

Section 2: PURPOSE

To implement the Positive Change Initiative program to protect, educate and counsel at risk youth of middle school age and their families/guardians from and in reference to the dangers of delinquent behavior.

Section 3: SCOPE

The Cooperative Endeavor Agreement contemplated herein is for the District Attorney to provide all employees, programs, supervision and management of the Positive Change Initiative Program. All parties hereto agree to provide funding for the implementation of the Positive Initiative Program for a period of three (3) years.

Section 4: DISTRICT ATTORNEY'S CONTRIBUTION

District Attorney agrees to provide all employees, programs, supervision and management of the Positive Change Initiative Program. All employees of the Positive Change Initiative Program shall be employees of the District Attorney.

District Attorney further agrees to provide \$50,000.00 per year for a term of three (3) years for the Positive Change Initiative Program, plus supervision of the program.

Section 5: SCHOOL BOARD'S CONTRIBUTION

School Board agrees to provide \$40,000.00 per year for a term of three (3) years for the Positive Change Initiative Program.

No further contribution by School Board will be made.

Section 6: CITY'S CONTRIBUTION

City agrees to provide \$50,000.00 per year for a term of three years for the Positive Change Initiative Program.

No further contribution by City will be made.

Section 7: POLICE JURY'S CONTRIBUTION

Police Jury agrees to provide \$20,000.00 per year for a term of three years for the Positive Change Initiative Program. Police Jury further agrees to provide the District Attorney with use of the Multi-Agency Resource Center (MARC) during the three year period, for implementation of the Positive Change Initiative Program. Additionally, the Police Jury agrees to expand the hours of the MARC center to accommodate the Positive Change Initiative Program, the value of such service exceeds \$100,000.00 per year

No further contribution by Police Jury will be made.

Section 8: SHERIFF'S CONTRIBUTION

Sheriff agrees to provide \$25,000.00 per year for a term of three years for the Positive Change Initiative Program.

No further contribution by Sheriff will be made.

Section 9: LIMITATIONS

It is further expressly understood and agreed that the School Board, City, Police Jury and Sheriff shall not be liable to District Attorney, or its employees, contractors, patrons, licensees, invitees, visitors or customers or to any other person for damage to person (including death) or property caused by or alleged to be caused by any act, omission, or neglect of District Attorney, its employees, contractors, patrons, licensees, invitee, visitors, or customers or any other person, relating to, or resulting from the implementation and/or utilization of the Positive Change Initiative Program; and District Attorney agrees to indemnify and hold School Board, City, Police Jury and Sheriff, its agents, officers, and employees harmless from and defend them against all claims for any such damage whether the injury occurs as a direct or indirect result of the implementation and/or utilization of the Positive Change Initiative Program.

District Attorney shall be responsible for all “fringe benefits” (such as medical insurance, life insurance, worker’s compensation, long term disability, retirement savings, etc.), if applicable.

District Attorney agrees to be solely responsible for all taxes and other costs and expenses attributable to the compensation payable to any employee of the Positive Change Initiative Program, including, but not limited to Federal and State Tax withholdings, Medicare, Unemployment Compensation Benefits and Social Security. District Attorney hereby agrees to indemnify School Board, City, Police Jury and Sheriff and agrees to hold harmless from any claim(s) arising from any taxing or other authority.

Section 10: TERMINATION

This Agreement may be terminated by any party with or without good cause upon sixty (60) calendar days written notice to the other party. Any party exercising their termination rights as provided herein, shall forfeit all funding for the current funding year.

Section 11: AMENDMENTS

The parties hereto may amend this Cooperative Endeavor Agreement at any time by mutual consent, to modify, clarify, add or remove any term or condition provided, however, that no amendment shall be effective unless it is in writing and signed by duly authorized representatives of all parties hereto.

Section 12: INVALIDITY

If any provision, item, application or part of this Cooperative Endeavor Agreement is held invalid, such invalidity shall not affect other provisions, items, applications or parts hereof which can be given effect without the invalid provision, item, application, or part, and to this end the provisions of this Joint Services Agreement are hereby declared to be severable.

THUS DONE AND PASSED in multiple original at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses, on the _____ day of _____, 2017.

WITNESSES:

OFFICE OF THE DISTRICT ATTORNEY
PARISH OF CALCASIEU, LOUISIANA

BY: _____
JOHN F. DEROSIER, District Attorney

THUS DONE AND PASSED in duplicate original at Lake Charles, Louisiana, in the

presence of the undersigned competent witnesses, on the _____ day of _____, 2017.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

BY: _____
KARL BRUCHHAUS, Superintendent

THUS DONE AND PASSED in duplicate original at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses, on the _____ day of _____, 2017.

WITNESSES:

CITY OF LAKE CHARLES, LOUISIANA

BY: _____
NIC HUNTER, Mayor

THUS DONE AND PASSED in duplicate original at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses, on the _____ day of _____, 2017.

WITNESSES:

CALCASIEU PARISH POLICE JURY

BY: _____
KEVIN GUIDRY, President

THUS DONE AND PASSED in duplicate original at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses, on the _____ day of _____, 2017.

WITNESSES:

CALCASIEU PARISH SHERIFF'S OFFIC

BY: _____
TONY MANCUSO, Sheriff

Wetland Restoration through Aquaponics (WRTA)

Principal Investigators: Darrell McDaniel, CPSB STEM Educator Development Leader, Calcasieu Parish School Board, 600 S. Shattuck St., Lake Charles, LA 70601, (337) 217-4450 x2442, darrell.mcdaniel@cpsb.org; Nick Limberis, Science Teacher, Calcasieu Parish School Board, Lake Charles Boston Academy, 1509 Enterprise Blvd., Lake Charles, LA 70601, (337) 217-4390, nick.limberis@cpsb.org; Gary D. Kratzer, Ed.S, Naturelab Coordinator, McNeese State University, Box 91860, Lake Charles, LA 70609, (337) 475-5817, gkratzer@mcneese.edu.

Project duration: July 1, 2018 to June 30, 2020 (flexible).

Project objectives include: 1) Provide hands-on professional development to 16 teachers from CPSB high schools and middle schools; 2) Conversion of an existing freshwater aquaponics system to saltwater for the cultivation of wetland grasses that will be part of a wetland restoration and stewardship action project; 3) Provide students with outdoor field activities that support the Louisiana State Science Standards while bringing attention to wetland issues that are relevant locally; 4) Increase teacher content knowledge and awareness of environmental issues. 5) Increase student attitudes toward environmental stewardship.

Summary: The premise of the grant proposal will be to switch an existing aquaponics system at Lake Charles Boston Academy (LCBA) from freshwater to saltwater, replace the catfish with Gulf killifish, and replace the current vegetation with coastal grasses. The project will include professional development for teachers (a summer workshop) that will allow them to understand how the aquaponics lab emulates the interdependence of animal and plant species in nature. They will learn how to perform water quality tests and interpret the results of the data that is collected. All of the following levels would be monitored to ensure that the system is operating optimally: Temperature, Salinity, Ammonia, Nitrite, Nitrate, pH, Iron (Ferrous & Ferric), Alkalinity, and Dissolved Oxygen. Throughout the training, teachers will learn how each of these quantities is affected by changes in the system and the parameters necessary to sustain life. Teachers will learn how to create miniature classroom aquaponics systems for their students to have hands-on experiential learning opportunities after they visit Naturelab and the LCBA aquaponics lab. Each of these classroom systems will consist of 3 aquaponic systems. One will exist as a control and the other two will be used to test an experimental variable. Beyond this, the LCBA aquaponics lab will be equipped with data logging sensors that will be able to share real-time data via the internet with any participating classroom in the district. Students and teachers can monitor changes in their own classroom systems and track changes in the LCBA system online.

The teachers who have been trained during the summer will take their students on a field trip that will include spending time at the McNeese Naturelab located in Tuten Park where they will learn about water quality from McNeese personnel by collecting samples and analyzing their data on site. The field trip will continue to Lake Charles Boston Academy where they will visit the aquaponics lab. Students will not only learn the workings of an aquaponics system but will also learn about coastal erosion and restoration. They will come to understand the importance of coastal wetlands and marshes in Louisiana. Ultimately, selected students from each school will participate in a culminating event where the grasses grown in the aquaponics system will be planted as part of a wetlands restoration project. All together these events will create a Meaningful Watershed Educational Experience (MWEE) as stipulated in the guidance for this project.



TO: Board Members
FROM: Karl Bruchhaus
SUBJECT: Sales Tax Supplement
DATE: November 7, 2017

Each fall for the last several years the Calcasieu Parish School Board has been in the fortunate situation to consider a salary supplement for employees. Economic growth in our area has allowed the Board the opportunity to review surplus funds from the prior fiscal year and determine an appropriate total dollar amount to use to provide the supplements.

Issues that must be considered include funds availability, legality, structure, timing, history, long-term implications, financial effect, and payroll processing.

After consideration of all of the issues involved, it is recommended that full and part-time employees actively working on November 9th, 2017 based on the teachers' salary schedule shall be paid a gross supplement of \$2,850 and all other personnel shall be paid a gross supplement of \$2,000, with one-half of the appropriate supplement paid to employees that work part-time less than 4 hours per day. This supplement does not include substitute labor or board members.

While there has been rhetoric calling for using all surplus funds available for a supplement, staff has confirmed that Calcasieu will ultimately have an M.F.P. offset within the next two years because of excess sales tax collections last year and now. It is definitely not financially prudent to exhaust surplus tax collections knowing that State dollars will be reduced.

Attached are the resolution to be approved and a calculation of the estimated \$16.3 million cost of the salaries and benefits involved in the supplement with approximately \$14.5 million being paid by the general fund.

RESOLUTION

WHEREAS, the Calcasieu Parish School Board has specific sales taxes dedicated to employee salaries and benefits,

AND WHEREAS, it is the desire of the Calcasieu Parish School Board to use the excess sales taxes dedicated and accumulated in the General Fund to provide a salary supplement to active employees of the Calcasieu Parish School Board for services rendered in the fiscal year 2017-2018 and is to be paid on the November 30, 2017 regularly scheduled pay date,

AND WHEREAS, an employee is defined as an individual actively working full-time or part-time in their respective position and employed by the Calcasieu Parish School Board on November 9, 2017, (excludes board members and substitute labor),

AND WHEREAS, this supplement is being provided conditioned on employees completing their respective scheduled days to be worked for the 2017-2018 fiscal year and any employee not fulfilling this requirement is subject to having the supplement prorated by the Superintendent and surrendering any portion not earned,

THEREFORE BE IT RESOLVED, that all employees based on the teachers' salary schedule shall be paid a gross supplement of \$2,850 and all other personnel shall be paid a gross supplement of \$2,000 with one-half of the appropriate supplement paid to employees that work part-time less than 4 hours, and that any exceptions to the preceding definitions and rules will be resolved by the Superintendent and that said supplement is to be paid on the November 30, 2017 regularly scheduled pay date,

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

YEAS:

NAYS:

ABSENT:

ABSTAIN:

And the resolution was declared adopted on this, the 14th day of November, 2017.

Karl Bruchhaus
Secretary

Ron Hayes
President

This worksheet is intended only as a calculation of estimated probable costs!

Sales Tax Supplement Cost Estimate - FY2018		Tchr Sched Based Employees		All Other Employees	
		1,450	Prior year	1,000	Prior year
		Supplement		Supplement	
		2,850	Current year	2,000	Current year
4912 Districtwide Total all employees		sal	ben	sal	ben
		9,125,700	2,628,525	3,419,000	1,133,983
		11,754,225		4,552,983	
14,513,415	(Roughly 89% funded by GF)	Total Cost		16,307,208	
GenFund Cost					

Notes & recommendations:

Nov. 2017 sales tax supplement is recommended to be \$2,850 for those employees tied to the teacher's salary schedule and all others to be \$2,000; to be paid on Nov. 30, with employment determination date of November 9, 2017. SI and CFO determined that there was sufficient funds available as Sales Tax Surplus funds from the 1995 tax and the 2015 tax combined at the end of fiscal year 6/30/17. SI and CFO determined that approximately \$14.5M could be used to pay supplement considering long-term concerns of diminishing MFP funding and future Sales Tax uncertainty. Also considered was the payment of approx. \$2.5M in COMPASS stipends in October 2017 from surplus ST funds.

**Calcasieu Parish School Board
History of Teacher Salaries**

1991-92	\$388 Local One-Time Supplement
1992-93	Raises given in range from \$350 at BA with/0 to \$542 at PHD with/25.
1993-94	No Increase.
1994-95	No Increase.
1995-96	\$3300 raise to all levels of teacher schedule from passage of 1/2 cent sales tax.
1996-97	\$750 State raise to all levels of teacher schedule. Local raises to create at least \$350 between steps and \$1500 between degrees ranged from \$147 at BA w/14 to \$2907 at PHD w/25.
1997-98	\$1084 State raise to all levels of teacher schedule.
1998-99	\$985 State raise to all levels of teacher schedule.
1999-00	No Increase.
2000-01	\$600 One-Time Local Supplement \$2000 One-Time Local Supplement
2001-02	\$2060 State raise to all levels of teacher salary schedule \$1500 Local raise to all levels of teacher salary schedule \$ 300 Local supplement
2002-03	Local \$725 One-Time Supplement State \$610 Supplement
2003-04	State \$610 Raise State \$1300 Supplement
2004-05	State \$1300 Raise State \$309 Raise One Additional Step To Teacher Schedule For All Degees Local \$942 One-Time Supplement
2005-06	State & Local \$747 Raise
2006-07	State \$1500 Raise Local \$2200 One-Time Supplement Local \$1500 One-Time Supplement
2007-08	State \$4696 Raise Local \$304 Raise Local \$1700 One-Time Supplement
2008-09	State \$1019 Raise Local \$1250 One-Time Supplement
2009-10	No increase.
2010-11	No increase.
2011-12	No increase.
2012-13	Local \$800 One-Time Supplement
2013-14	State \$600 One-Time Supplement
2014-15	State \$561 Raise Local \$900 One-Time Supplement
2015-16	Local \$4000 Raise Indexed Local \$1100 One-Time Supplement
2016-17	Local \$1450 One-Time Supplement

**Calcasieu Parish School Board
History of Support Salaries**

1991-92	\$388 Local One-Time Supplement
1992-93	1.65% Raise With Cap of \$542
1993-94	No Increase.
1994-95	No Increase.
1995-96	Raises of 10% not less than \$1200 for full time
1996-97	State \$150 One Time Supplement - One Additional Local Step To Each Schedule
1997-98	State Raise \$350 Per Schedule
1998-99	State \$300 One-Time Supplement
1999-00	No Increase.
2000-01	Local \$350 One-Time Supplement Local \$500 One-Time Supplement State \$328.78 One Time Supplement
2001-02	Local \$500 Raise to all support schedules Local \$300 One-Time Supplement
2002-03	State \$477 One Time Supplement Local \$350 One-Time Supplement Local \$300 One Time Supplement
2003-04	State \$477 Raise Local \$300 Raise Local \$500 One-Time Supplement
2004-05	Local \$800 One-Time Supplement
2005-06	No Increase.
2006-07	State \$500 Raise Local \$1700 One-Time Supplement Local \$1000 One-Time Supplement
2007-08	State \$1000 Raise Local \$500 Raise Local \$1700 One-Time Supplement
2008-09	State \$1000 One-Time Supplement Local \$1250 One-Time Supplement
2009-10	No Increase.
2010-11	No increase.
2011-12	No increase.
2012-13	Local \$800 One-Time Supplement
2013-14	Local \$300 One-Time Supplement
2014-15	Local \$550 One-Time Supplement
2015-16	Local 10% Raise Plus Schedule Extensions Local \$750 One-Time Supplement
2016-17	Local \$1000 One-Time Supplement

RESOLUTION

A RESOLUTION ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD IN SALES TAX DISTRICT NO. THREE OF CALCASIEU PARISH, LOUISIANA ON APRIL 28, 2018, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS RESIDING IN THE DISTRICT QUALIFIED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF LOUISIANA, A PROPOSITION TO LEVY A SPECIAL SALES AND USE TAX OF ONE AND ONE-HALF OF ONE PERCENT (1-½%) UPON THE SALE AT RETAIL, THE USE, THE LEASE OR RENTAL, THE CONSUMPTION AND STORAGE FOR USE OR CONSUMPTION OF TANGIBLE PERSONAL PROPERTY AND ON SALES OF SERVICES IN THE DISTRICT, AUTHORIZING INCURRING OF DEBT AND ISSUANCE OF BONDS; AND IN THE EVENT OF PASSAGE THEREOF AUTHORIZING CANCELLATION OF THAT SALES AND USE TAX APPROVED BY THE ELECTORS OF THE DISTRICT ON JULY 15, 2000, INITIALLY LEVIED ON OCTOBER 1, 2000; AND MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, it is deemed necessary and desirable by the Calcasieu Parish School Board, governing authority of Sales Tax District No. Three of Calcasieu Parish, Louisiana, (the "District"), that bonds of the District be issued for the purpose of acquiring and/or improving land and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities within and for said District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public (the "Bonds"); and

WHEREAS, authority for issuance of the Bonds of the District for such purpose is granted by Article 6, Sections 29, 30 and 32 of the Louisiana Constitution of 1974, as amended, Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1421, *et seq.*), and other constitutional and statutory authority supplemental thereto, provided issuance of such bonds is first authorized by a majority of the qualified electors of the District voting on the proposition at an election to be held for such purpose; and

WHEREAS, pursuant to the provisions of La. R.S. 39:1421, *et seq.*, the Bonds may be sold at private sale in the manner determined by the Calcasieu Parish School Board, as governing authority of the District provided issuance of the Bonds is approved by the State Bond Commission by two-thirds of the members present and voting thereon; and

WHEREAS, the Calcasieu Parish School Board desires to provide for holding of an election at which the proposition of issuing such Bonds may be submitted; and

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, acting as governing authority of Sales Tax District No. Three of Calcasieu Parish, Louisiana:

SECTION 1. Subject to the approval of the Louisiana State Bond Commission, and under the authority conferred by Article 6, Sections 29, 30 and 32 of the Louisiana Constitution of 1974, as amended, Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1421, *et seq.*), and other constitutional and statutory authority supplemental thereto, a special election be and is hereby called and ordered to be held in Sales Tax District No. Three of Calcasieu Parish, Louisiana (the “District”), on Saturday, the 28th day of April, 2018, between the hours of six (6:00) o'clock a.m. and eight (8:00) o'clock p.m., in compliance with the provisions of Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and that at said special election there be submitted to all qualified electors of the District entitled and qualified to vote at said election under the Constitution and laws of the United States and the State of Louisiana, the following proposition:

SALES TAX PROPOSITION

Shall Sales Tax District No. Three of Calcasieu Parish, Louisiana (“District”) levy and collect for 20 years beginning October 1, 2018, 1-1/2% upon sale at retail, use, lease or rental, consumption and storage for use or consumption of tangible personal property and on sales of services defined in La. R.S. 47:301-318 (“Tax”), with net avails of the Tax, after payment of costs of levy and collection, dedicated and used for acquiring and/or improving lands for buildings and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other related

facilities and necessary equipment and furnishings therefor, title to which shall be in the public; with avails of the Tax for one entire year upon initial levy estimated at \$3,386,000; and to issue bonds, in multiple series, for not exceeding twenty (20) years from date thereof, with interest at a rate(s) not exceeding eight (8%) percent per annum, which bonds shall be retired with, paid from and secured by a pledge and dedication of the Tax; and, simultaneously, upon levy of the Tax, cancel levy and collection of the sales and use tax approved by electors of the District on July 15, 2000, initially levied on October 1, 2000?

SECTION 2. The polling places set forth in the Notice of Special Election in Section 4 hereof, be and the same are hereby designated as the polling places at which to hold such election.

SECTION 3. Officers designated or such substitutes as may be selected, designated and sworn in compliance with Sections 5, 6 and 7 of Act 18 of the Extra Session of 1975 of the Legislature of the State of Louisiana, and Sections 1286 through 1289 of Title 18 of the Louisiana Revised Statutes of 1950, as amended, shall hold said election substantially in accordance with the general election laws of the State of Louisiana, except that the election is called and shall be conducted, canvassed, and promulgated, and notice thereof given in accordance with procedures set forth in Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended. The election officers shall make due returns of the election at a regular meeting of the Calcasieu Parish School Board, to be held at its regular meeting place, the School Board Office, Lake Charles, Louisiana, on **Tuesday, the 8th day of May, 2018, at 5:00 o'clock p.m.**, at which time the School Board will, then and there, in open and public session, examine and canvass the returns and declare the result of said special election. Compensation of election officials be and the same is hereby fixed at the sum as specified in Sections 424 and 425 of Title 18 of the Louisiana Revised Statutes of 1950, as amended. Assessed valuations shall not be voted in this election, and all qualified electors of the District are entitled to vote. Voting machines shall be used in this election and voters shall not be required to sign a ballot or vote assessed valuation of property. The permanent registration law of the State of Louisiana being in force in Calcasieu Parish said election shall be conducted in accordance with applicable provisions thereof.

SECTION 4. The Secretary of the Calcasieu Parish School Board is hereby empowered authorized and directed to publish entirely separate and apart from any publication which may be made of this resolution once a week for four consecutive weeks with the first publication not less than forty-five days nor more than ninety days before the date of the election in the *Lake Charles American Press*, a newspaper published daily in Lake Charles, Louisiana, and having general circulation in Calcasieu Parish and in the District a Notice of Election, substantially in the following form:

**NOTICE TO VOTERS OF
SPECIAL SALES TAX ELECTION**

To the qualified electors of Sales Tax District No. Three of Calcasieu Parish, Louisiana:

YOU ARE HEREBY NOTIFIED that on the 14th day of November, 2017, the Calcasieu Parish School Board, acting as governing authority of Sales Tax District No. Three of Calcasieu Parish, Louisiana (the "District"), ordered that a special election be held in the District on Saturday, the 28th day of April, 2018, for the purpose of submitting to all qualified electors of the District the following proposition:

SALES TAX PROPOSITION

Shall Sales Tax District No. Three of Calcasieu Parish, Louisiana ("District") levy and collect for 20 years beginning October 1, 2018, 1-1/2% upon sale at retail, use, lease or rental, consumption and storage for use or consumption of tangible personal property and on sales of services defined in La. R.S. 47:301-318 ("Tax"), with net avails of the Tax, after payment of costs of levy and collection, dedicated and used for acquiring and/or improving lands for buildings and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other related facilities and necessary equipment and furnishings therefor, title to which shall be in the public; with avails of the Tax for one entire year upon initial levy estimated at \$3,386,000; and to issue bonds, in multiple series, for not exceeding twenty (20) years from date thereof, with interest at a rate(s) not exceeding eight (8%) percent per annum, which bonds shall be retired with, paid from and secured by a pledge and dedication of the Tax; and, simultaneously, upon levy of the Tax, cancel levy and collection of the sales and use tax approved by electors of the District on July 15, 2000, initially levied on October 1, 2000?

A portion of the monies collected shall be remitted to certain state and statewide retirement systems in the manner required by law.

Said election will be held at all polling places which are situated within the boundaries of the District.

All registered voters in each of the following precincts shall be eligible to vote on the proposition:

<u>PRECINCT</u>	<u>POLLING PLACE</u>
160E	Gillis Elementary School 916 Topsy Rd., Gillis, Louisiana
160W	Gillis Elementary School 916 Topsy Rd., Gillis, Louisiana
161	Gillis Elementary School 916 Topsy Rd., Gillis, Louisiana
162E	Moss Bluff Middle School 1104 Recreation Blvd., Moss Bluff, Louisiana
162W	Moss Bluff Middle School 1104 Recreation Blvd., Moss Bluff, Louisiana
163	Sam Houston High School, 880 Sam Houston Jones Pkwy., Moss Bluff, Louisiana
164	Moss Bluff Elementary School, 481 Sam Houston Jones Pkwy., Moss Bluff, Louisiana
165	Sam Houston High School, 880 Sam Houston Jones Pkwy., Moss Bluff, Louisiana
166E	Moss Bluff Elementary School, 481 Sam Houston Jones Pkwy., Moss Bluff, Louisiana
166W	Moss Bluff Elementary School, 481 Sam Houston Jones Pkwy., Moss Bluff, Louisiana
167	Sam Houston High School, 880 Sam Houston Jones Pkwy., Moss Bluff, Louisiana

**ONLY THOSE REGISTERED VOTERS IN THE FOLLOWING
PRECINCT WHO RESIDE WITHIN THE BOUNDARIES OF SALES TAX
DISTRICT NO. THREE OF CALCASIEU PARISH, LOUISIANA, SHALL
BE ELIGIBLE TO VOTE ON THE PROPOSITION:**

<u>PRECINCT</u>	<u>POLLING PLACE</u>
360 (Part)	Wd. 3 Fire Protection District #2, Fire Station 3088 Old Town Rd., Lake Charles, Louisiana

The polls will be open at six (6:00) o'clock a.m. and shall remain open until not later than eight (8:00) o'clock p.m. The special election will be held substantially in accordance with the general election laws of the State of Louisiana, except that the election is called and shall be conducted, canvassed, and promulgated, and notice thereof given in accordance with the procedures set forth in Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended. The officials appointed to hold the election or such substitutes therefor as may be selected, designated and sworn in compliance with Sections 1286 through 1289 of Title 18 of the Louisiana Revised Statutes of 1950, as amended, will make due returns thereof to the Calcasieu Parish School Board, acting as the governing authority of the District. Voting machines will be used in the conduct of the election. All qualified electors of the District will be entitled to vote. No voter shall be required to sign a ballot or vote assessed valuation of property.

Notice is hereby given that on Tuesday, the **8th day of May, 2018, at 5:00 o'clock p.m.**, the Calcasieu Parish School Board will meet in open and public session at the School Board Office, Lake Charles, Louisiana, and will, then and there, in open and public session, examine and canvass the returns and declare the results of said election.

THUS DONE AND SIGNED in Lake Charles, Louisiana, by authority of a Resolution adopted by the Calcasieu Parish School Board, acting as governing authority of Sales Tax District No. Three of Calcasieu Parish, Louisiana, on the 14th day of November, 2017.

/s/ Ron Hayes
RON HAYES, President
Calcasieu Parish School Board

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

SECTION 5. The Secretary of the Calcasieu Parish School Board be and he is hereby empowered, authorized and directed to arrange for furnishing to the election officers, in ample time for holding the election the necessary equipment, forms and other election paraphernalia essential to the proper holding of said election.

SECTION 6. Application is hereby formally made to the State Bond Commission, Baton Rouge, Louisiana, in compliance with the requirements of Chapter 2, Title 47 of the Louisiana Revised Statutes of 1950, as amended, and in compliance with Article 6, Sections 29, 30 and 32 of the Constitution of 1974 of the State of Louisiana, as amended, Chapter 13 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 1421, *et seq.*), and other Constitutional and statutory authority supplemental thereto, for consent, approval and authority to hold the aforesaid election in the District under the provisions of Subpart F of Part III of Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other Constitutional and statutory authority supplemental thereto, and in the event such election carries, for its consent and authority to levy and collect the tax and issue the Bonds therein provided. The Secretary is empowered, authorized and requested to forward to the State Bond Commission a certified copy of this resolution which shall constitute a formal application to said Commission as herein provided.

SECTION 7. By virtue of the District's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, the District resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to borrowing(s) and other matter(s) subject to approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 8. Pursuant to the provisions of La. R.S. 39:1421, *et seq.*, the Bonds may be sold at private sale in the manner determined by the Calcasieu Parish School Board, as

governing authority of the District provided issuance of such Bonds is approved by the State Bond Commission by two-thirds of the members present and voting thereon.

SECTION 9. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with acquiring and/or improving land and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities within and for the District, and acquiring necessary equipment and furnishings therefor, title to which shall be in the public, for the benefit of all its citizens, requiring issuance of the Bonds by the District and it appearing that the public interest requires obtaining such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana, is hereby employed for such purposes (“Bond Counsel”). The fee for the work to be performed hereunder is contingent upon issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in issuance of revenue bonds. Should the election provided for herein fail one or more times, Bond Counsel nevertheless shall continue to provide legal services until the project contemplated herein is successfully accomplished. It is intended that acceptance and approval of this resolution by entering upon performance by Bond Counsel of the legal services provided herein shall constitute this resolution a contract in accordance with the provisions hereof. Upon delivery and payment in full for the Bonds, payment of the fee and expense of Bond Counsel is authorized to be made as herein provided.

SECTION 10. The employment of Stifel, Nicolaus & Company, Incorporated of Baton Rouge, Louisiana, as underwriter and investment banker in connection with the Bonds is hereby approved. Compensation of the Underwriter shall be payable from proceeds of the Bonds and shall be subject to approval of the governing authority of the District and the Louisiana State Bond Commission.

SECTION 11. The employment of Government Consultants, Inc., of Baton Rouge, Louisiana, as Municipal Advisor in connection with the Bonds is hereby approved. Compensation of the Municipal Advisor shall be payable from proceeds of the Bonds and shall

be subject to approval of the governing authority of the District and the Louisiana State Bond Commission.

SECTION 12. Certified copies of this Resolution shall be forwarded to the Secretary of State, the Commissioner of Elections, the Clerk of Court and Ex-Officio Custodian of Voting Machines in and for the Parish of Calcasieu, and the Registrar of Voters, as notification of the special election herein called in order that each may prepare for said election and perform their respective functions as authorized and required by law.

SECTION 13. The avails of the sales and use tax shall be utilized, obligated and expended in the following priority:

- (a) To pay debt service on any bonds issued hereunder;
- (b) Seventy-five (75%) percent of any sales and use tax revenue collections in excess of the amounts necessary to pay the debt service obligation on bonds issued initially hereunder shall be reserved for the early redemption of the bonds which may be issued hereunder.
- (c) Any additional sales and use tax avails and/or bond proceeds not utilized or necessary to fund (a) or (b) above shall be expended or utilized at the discretion of the Calcasieu Parish School Board within and for Sales Tax District No. Three of Calcasieu Parish, Louisiana.

SECTION 14. In the event of approval and passage on April 28, 2018, by electors of the District of the special sales and use tax, then and in that event, the Calcasieu Parish School Board, governing authority of Sales Tax District No. Three of Calcasieu Parish, Louisiana, shall cancel and terminate the levy and collection of the sales and use tax approved by electors of the District on July 15, 2000, and initially levied on October 1, 2000, effective as of the date and simultaneous to the date of the initial levy of the special sales and use tax approved on April 28, 2018.

SECTION 15. The President and Secretary of this Board are empowered, authorized and requested to cause to be published a public notice describing the geographic

limits of the District said publication to be made in the *Lake Charles American Press* in the same edition as the Notice to Voters is published, pertaining to the special bond election authorized for the District.

SECTION 16. All resolutions, ordinances, or orders in conflict herewith, be, to the extent of such conflict, and they are hereby repealed.

Adopted and approved on this 14th day of November, 2017.

/s/ Ron Hayes
RON HAYES, President

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

RESOLUTION

A RESOLUTION OF THE CALCASIEU PARISH SCHOOL BOARD APPROVING PHILLIPS 66 FOR PARTICIPATION IN THE INDUSTRIAL TAX EXEMPTION PROGRAM DESCRIBED IN ADVANCE NOTIFICATION #20170273 AT 2200 OLD SPANISH TRAIL, WESTLAKE, CALCASIEU PARISH, LOUISIANA

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

WHEREAS, Phillips 66 has applied for an Industrial Tax Exemption (“ITE”) and seeks approval of the BCI and the Governor for a contract granting that exemption; and

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

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

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

WHEREAS, Executive Order JBE 16-73 further requires that this school board, together with the other required local governmental entities signify consent to the terms of the exemption by resolution and the sheriff of this parish shall signify consent to the terms of the exemption by letter. Executive Order JBE 16-73 further provides that the resolutions of approval and the sheriff’s approval shall be attached as Exhibit “B” to the ITE contract between the BCI and Phillips 66; and

WHEREAS, Phillips 66 and the Louisiana Department of Economic Development have advised that certain terms and conditions forming Exhibit “A” to the Industrial Tax Exemption Contract pending approval before the Louisiana Board of Commerce and Industry have been reached and have conveyed the

same to this school board, and thus this matter is now ready for a determination of approval of this school board as required by Executive Order JBE 16-73,

THEREFORE, BE IT RESOLVED, upon consideration of the foregoing and the public discussion held this day, that this school board approves the terms of the Industrial Tax Exemption contract based on the inclusion of the following terms and conditions into Exhibit "A" (the Cooperative Endeavor Agreement between the State of Louisiana, the Louisiana Department of Economic Development, and Phillips 66) to the Industrial Tax Exemption contract between the Board of Commerce and Industry and Phillips 66 with respect to its manufacturing plant located at 2200 Old Spanish Trail, Westlake, Calcasieu Parish, Louisiana:

Advance Notification #20170273

 2 New Direct Jobs at the Manufacturing Establishment

\$140,000 Payroll

 5 years Term of Exemption Contract

 100% Percentage of Exemption from Parish Ad Valorem Taxes

 100% Loss of Exemption for non-compliance

This school board further authorizes the Louisiana Department of Economic Development, on behalf of the Board of Commerce and Industry, to include this resolution in Exhibit "B" to the Industrial Tax Exemption Contract between the Board of Commerce and Industry and Phillips 66.

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

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

YEAS:

NAYS:

ABSENT:

ABSTAIN:

AND the resolution was declared adopted on this 14th day of November, 2017.

Ron Hayes, President

Calcasieu Parish School Board

To: Karl Bruchhaus, Superintendent
From: Margaret Goode, Grants Supervisor
CC: Tommy Campbell, CAO
Subject: Board Approval for Grant Proposals

November 7, 2017

Item 8. F.

I am requesting Board approval on November 14, 2017, for the following Grant Proposals:

Grant Title: Striving Readers Comprehensive Literacy (SRCL) Program Birth/Elementary #1 and #2

Funding Authority: Louisiana Department of Education

Person Applying for Grant: Margaret Goode, Grants Supervisor

Grant Amount: Two grants for early childhood/elementary for \$351,500/grant, total of \$703,000

Grant Period: January 1, 2018 – September 30, 2018; to be renewed for two subsequent years

Striving Readers Comprehensive Literacy (SRCL) Program
Headstart-Grade 5, Eligible Schools

The purpose of the SRCL grant is to advance the pre-literacy skills, reading, and writing skills of disadvantaged youth, including English learners and students with disabilities.

The grant will provide funding to support curriculum training, using existing personnel to lead key tasks, to develop coherency among standards and curriculum, assessment and professional development to improve student learning. In addition, the project will focus on supporting positive teacher-child interactions in the early childhood.

Calcasieu is allowed to submit two grants with five sites per grant. The proposed sites must consist of schools with the greatest percent of disadvantaged youth, as defined by the SRCL project.

Grant Proposal #1

Fairview Elementary
Pearl Watson Elementary
Combre-Fondel Elementary
Brentwood Elementary
J. D. Clifton Elementary

Grant Proposal #2

Ralph Wilson Elementary
J. J. Johnson Elementary
College Oaks Elementary
T. H. Watkins Elementary
Brenda Hunter Headstart

BID REPORT

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

DATE: November 7, 2017

DESCRIPTION: Sam Houston High School- Demolition of Gym and Assoc.Spaces

FUNDS: Sales Tax District #3

BID NUMBER: 2018-05PC

DESIGNER: Champeaux,Evans, Hotard, APAC.

CONTRACTOR	BASE BID
Keiland Construction , LLC	\$147,000.00
Henderson Construction Services Inc.	\$177,225.00
Pat Williams Construction	\$191,000.00
Seth Priola Construction LLC	\$237,000.00
Gunter Construction Inc.	\$184,000.00
Lathan Construction LLC	\$200,000.00
Miller & Assoc. Development Co., Inc.	\$207,000.00
Chaney Trucking , Inc	\$171,165.00
Central Auction House (HD Truck & Tractor, LLC)	\$280,000.00

The Committee recommends award of the contract to:

Keiland Construction LLC

(Base Bid) in the amount of:

One Hundred Forty Seven Thousand Dollars and no/100 as the lowest qualified bidder meeting specifications

CHANGE ORDER

Change Order No.: **06**
Date: **November 3, 2017**
Contract Date: **April 24, 2017**

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

Project No.: **Calcasieu Parish School Board - Project No. 201705Pc
Champeaux Evans Hotard - Project No. 1715**

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

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

The Original Contract Sum	\$13,495,000.00
Net Change by Previous Change Order	<u>\$573,636.06</u>
Contract Sum Prior to this Change Order	\$14,068,636.06
Contract Sum will be <u>increased</u> by this Change Order	<u>\$108,865.19</u>
New Contract Sum Including this Change Order	\$14,177,501.25

Contract Time will be increased by: **49 days**
Revised Contract Completion Date: **October 17, 2019**

RECOMMENDED

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

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

By: _____

Dated: _____

ACCEPTED

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

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

By: _____

Dated: _____

APPROVED

**Calcasieu Parish
School Board
(OWNER)**

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

By: _____

Dated: _____



2000 Lake Street
Lake Charles, LA 70601

ph: 337.439.8871
fax: 337.439.8872

www.champeaux.biz

Date: **November 3, 2017**
 To: **Calcasieu Parish School Board
 Planning & Construction Department**
 Attn.: **Harold Heath, Construction Manager**
 From: **Champeaux Evans Hotard, APAC
 Brad Evans**
 Re: **CEH Project # 1715
 Calcasieu Parish School Board
 Classroom Pods - Phase X**

Change Order No. 6 – Recap

Additional Excavation and Backfill at Building Pads

Additional excavation and backfill required to remove and replace poor soil conditions encountered during site work operations. Cost is based on the Unit Cost Price provided at bidding. (Refer to supporting documentation, attached hereto.)

A.A. Nelson Elementary School

		<u>\$2,861.10</u>
Amount Requested:	ADD	\$2,861.10
Days Requested:		No Change

Change Order Request No.22

Sam Houston High School – Interior modifications, including addition of Teacher Workroom/Meeting Room, (2) Faculty Restrooms, Janitor/Supply Room, and Classroom Modifications, as requested by the Owner. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$76,542.87
Days Requested:	ADD	30 days

Change Order Request No.29

Sam Houston High School – Deduct modification of sewer rough-in to accommodate future Faculty Restrooms, Sink, and Janitor Sink, etc., previously included in Change Order No.5. (Refer to supporting documentation, attached hereto.)

Amount Requested:	DEDUCT (\$3,610.50)
Days Requested:	DEDUCT (1 day)

Calcasieu Parish School Board
Classroom Pods - Phase X
Change Order No.6 - Recap
CEH Project # 1715
November 3, 2017
Page 2 of 3

Change Order Request No.43

Sam Houston High School – Add a 2-hour rated separation wall, with magnetic hold open and smoke detection/ fire alarm release sprinkler head, interior finishes, and signage, as required by code and to match existing connections to existing pod buildings. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD** **\$20,843.29**
Days Requested: **ADD** **5 days**

Change Order Request No.44

Bell City High School – Change specified HDPE piping size from 16" O.D.(14" I.D.) to 18"(16" I.D.) to match existing piping diameter (being removed), modify catch basins to match invert elevations required for new piping and finished grade elevations, and add additional length as required to offset piping and catch basins to miss drilled shaft locations. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD** **\$4,108.45**
Days Requested: **ADD** **1 day**

Change Order Request No.45

Positive Connections – Change Marker/Tack Board sizes and arrangement, as requested by the principal. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD** **\$1,520.00**
Days Requested: **No Change**

Change Order Request No.46

Bell City High School – Modifications to (4) grade beams, as required to accommodate 18" dia. HDPE storm drainage piping conflict, allowing piping to penetrate through grade beams. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD** **\$4,205.72**
Days Requested: **ADD** **1 day**

Change Order Request No.47

Bell City High School, LaGrange High School, Sam Houston High School, S.J. Welsh Middle School – Install (1) 10# 4A:80BC fire extinguishers, brackets, signage, and certification at each of (4) Elevator Machine Rooms, as required by Fire and Building Codes. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD** **\$1,011.74**
Days Requested: **No Change**

**Calcasieu Parish School Board
Classroom Pods - Phase X
Change Order No.6 - Recap
CEH Project # 1715
November 3, 2017
Page 3 of 3**

Change Order Request No.48

Bell City High School, LaGrange High School, Sam Houston High School, S.J. Welsh Middle School – Structural modifications to building end walls and bar joists at (4) 2-story pods, for current code compliance, as recommended by Charles Ladner, P.E. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD \$714.25**
Days Requested: **No Change**

Change Order Request No.51

E.K. Key Elementary School – Reroute approximately 40 linear feet of existing 1" water line discovered during excavation for building foundation. (Refer to supporting documentation, attached hereto.)

Amount Requested: **ADD \$668.27**
Days Requested: **ADD 2 days**

Weather-Related Delays

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

<u>Month</u>	<u>Documented Weather Related Delays</u>	<u>Weather-Related Days Allowed</u>	<u>Additional Days Granted</u>
September, 2017	8 days	(4 days)	4 days
October, 2017	10 days	(3 days)	7 days

Amount Requested: **ADD \$0.00**
Days Requested: **ADD 11**

Total Contract Amount modification recommended for Change Order No. 6 **ADD \$108,865.19**

Total Contract Time modification recommended for Change Order No. 6 **ADD 49 days**

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATIONS				
Wanda Latigue	Cafeteria Technician	Combre-Fondel Elementary	12/19/17	Personal reasons
Travis Guidry	Custodian	Vinton High	10/04/17	Accepted other employment
Joseph Broussard	Custodian	Vincent Settlement	10/05/17	Personal reasons
Nathaniel Derouen	Paraprofessional	Oak Park Elementary	09/27/17	Personal reasons
Mike Willis	Mechanic	Transportation	10/03/17	Personal reasons
Krysta Neal	Teacher	J.I. Watson Head Start	10/02/17	Accepted other employment
Brittney Burt	Bus Driver	S.J. Welsh Middle	09/29/17	Personal reasons
Caleb Conner	Custodian	Vinton Middle	10/13/17	Accepted other employment
Nettra Soileau	Teacher	Washington-Marion High	10/03/17	Personal reasons
Connie Sirman	Bus Driver	Moss Bluff Elementary	09/29/17	Personal reasons
Luz Gelita Ibazeta Marino	Teacher	Oak Park Middle	09/29/17	Personal reasons
Chelsea Brennan	Teacher	Nelson Elementary	08/28/17	Personal reasons
Samantha Ellerbe	Paraprofessional	Prien Lake Elementary	10/13/17	Personal reasons
Cathy Fontenot	Paraprofessional	Washington-Marion High	10/23/17	Personal reasons
Katrina Aucoin	Paraprofessional	J.I. Watson Head Start	09/27/17	Personal reasons
Patsy Doucet	Cafeteria Manager	Iowa High	10/20/17	Personal reasons
Beverly Waite	Paraprofessional	Vinton Elementary	10/31/17	Accepted other employment
Bernice Joubert	Cafeteria Technician	Washington-Marion High	10/04/17	Personal reasons
Delissa Savoy	Paraprofessional	Brenda Hunter	10/11/17	Seeking other employment
Katy Miller	Teacher	St. John Elementary	10/16/17	Personal reasons
Yolanda Smith	Paraprofessional	St. John Elementary	10/19/17	Personal reasons

RETIREMENT				
Jill LeBato	Teacher	Brentwood Elementary	10/05/17	
Michael Brown	Custodian	T & I	12/31/17	
Melony Abshire	Paraprofessional	R.W. Vincent Elementary	07/18/17	
Rennie Aultman	Paraprofessional	DeQuincy High	11/30/17	
Cheryl Gardner	Paraprofessional	DeQuincy Middle	10/30/17	
Pamela Johnson	Teacher	Westlake High	01/04/18	
MATERNITY LEAVE				Due Date:
Kiara Johnson	Teacher	J.D. Clifton Elementary	10/23/17 - 2/5/18	12/12/2017 [B]
Tara Corman	Teacher	DeQuincy Primary	11/6/17 - 1/3/18	11/8/17 [B]
Anna Britt	Teacher	Iowa High	1/3/18 - 2/12/18	12/26/17 [B]
Casey Christ	Teacher	DeQuincy Primary	1/8/18 - 2/26/18	1/6/18 [B]
RESCIND LEAVE WITHOUT PAY				
Diana LaRussa	Bus Driver	Fairview Elementary	9/18/17 - 9/17/18	Rescind effective 10/23/17
PROFESSIONAL DEVELOPMENT SABBATICAL				
Sara Jeffers	Teacher	E.K. Key Elementary	Spring 2017-2018	

APPROVED - October 20, 2017



NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATIONS				
Jessica Rivero	Assistant Principal	J.J. Johnson Elementary	11/08/17	Accepted other employment
Sarah Legnion	Teacher	Fairview Elementary	10/20/17	Personal reasons
John McCree	Teacher	Washington Marion High	10/16/17	Personal reasons
Melissa Westcott	Custodian	Sam Houston High	10/27/17	Personal reasons
Courtney McCain	Paraprofessional	Moss Bluff Middle	10/30/17	Personal reasons
Diane Mayes	Teacher	T.H. Watkins Elementary	10/31/17	Personal reasons
Jung Burton	Cafeteria Tech	S.J. Welsh Middle	11/02/17	Relocating
Aisling Carbery-Shaha	Teacher	F.K. White Middle	11/03/17	Accepted employment with another district.
RETIREMENT				
Bonnie Guidry	Custodian	Sam Houston High	01/23/18	
Karen Young	Teacher	DeQuincy Primary	10/25/17	
Paula Manuel	Programming Supervisor	MIS	01/31/18	
Patricia Fetter	Teacher	Dolby Elementary	01/23/18	
MATERNITY LEAVE				Due Date:
Katie Stone	Librarian	Vincent Settlement Elementary	10/27/17 - 1/3/18	10/30/17 [B]
LEAVE WITHOUT PAY				
Barry Dawson	Teacher	S.J. Welsh Middle	10/2/17 - 1/5/18	
PROFESSIONAL DEVELOPMENT SABBATICAL				
Emily Ardoin	Counselor	Moss Bluff Middle	Spring 2017-2018	
Kathrin Caldwell	Teacher	S.P. Arnett Middle	Spring 2017-2018	

MEDICAL SABBATICAL				
Leslie Bellon	Teacher	Western Heights Elementary	Spring 2017-2018	
Shirlene Clark	Teacher	Prien Lake Elementary	Spring 17-18 - Fall 18-19	

APPROVED - November 3, 2017

Shannon P. LaFuzze