

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board Meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Thursday, November 17, 2022, at 5:00 p.m.

The meeting was called to order by Annette Ballard, President. The prayer and pledge were led by Mark Young.

ROLL CALL

The roll was called by Superintendent LaFargue and the following members were present: Mack Dellafosse, Annette Ballard, Russell Castille, Alvin Smith, Damon Hardesty, John Duhon, Desmond Wallace, Mark Young, Dean Roberts, Fred Hardy, Glenda Gay, Eric Tarver, and Billy Breaux.

Absent: Bliss Bujard, Aaron Natali

APPROVAL OF MINUTES

On a motion by Mr. Hardesty and a second by Mr. Duhon, the Minutes of October 18, 2022 were approved on a unanimous vote:

PRESENTATIONS

A. JCI quarterly report/Ron McDaniel

SUPERINTENDENT'S REPORT

Dr. LaFargue gave the following report:

I. You have each received your Head Start report:

Program Governance

- Policy Council members attended the October 18th School Board meeting. The Superintendent introduced each member to the Governing Body.
-

Program Operations

- The 2nd Annual Head Start Community Health Fair was held at J.D. Clifton Head Start. Over 600 students and 150 parents participated in this event. 25+ community resources were represented such as SWLA Health Center, Healthy Blue, and Louisiana Healthcare Connection.
- Staff presented at the Louisiana Early Childhood Association (LAECA) Conference in Alexandria.

- Developmental, health and safety screenings have been completed for all sites.
2. You have each received the school population report, showing numbers from the end of August compared to the numbers at the end of October for this school year.
 3. I would like to report our October, 2022 sales tax numbers for our general fund which show collections at \$895,396 or 6.2% above budget for the 4th month of the 2022-2023 school year.
 - Collections are \$466,856 or 3.0 % below collections for the same month last year.
 - After 4 months, collections are \$2,846,381 or 4.9% above budget and \$1,575,049 or 2.5% below the same period last year.
 4. Hurricane Information: The summary was in your packet.
 5. As we approach the holiday season, we would like to Give Thanks to our CPSB family for their concentrated effort in growing our students, despite the significant events and barriers experienced since March 13th, 2020. From year to year, we expect to grow our students, but to show growth from the pre-COVID, 2019 SPS to now is an incredible accomplishment of our district. Our district performance score grew from 81.7 to an 82.8. Of significance is the percentage of students who attend an A, B, or C school--- results show 90% of our students. Of course, our goal is to get that percentage to 100. CPSB elementary schools showed substantial improvement with five elementary schools showing double digit growth in SPS points. In our middle schools, significant growth can be seen in our students performing at the mastery and advanced levels in mathematics. Several middle schools showed growth, while others maintained levels near or at those of 2019. All CPSB high schools received “A” ratings for the graduation index and graduation rate and 7 high schools received an overall A rating in school performance.

Our focus moving forward is to stay committed to recovering learning loss from previous years' events and to accelerate learning for our students by meeting their needs, providing high quality instruction, and offering a comprehensive educational experience for development of the whole child.

Staff would like to wish everyone a Happy Thanksgiving!

EXECUTIVE SESSION

A. Consideration of Discipline Appeal #2223-01

On a unanimous vote, the Board adjourned into Executive Session at 5:19 p.m. on motions by Mr. Dellafosse and Mr. Breaux. The Board returned to Regular Session on the same motions at 6:43 p.m.

TAKE ACTION ON EXECUTIVE SESSION

On Discipline Appeal #2223-01, a motion was offered by Mr. Breaux and seconded by Mr. Castille to uphold the original discipline decision; the motion carried on a unanimous vote.

TAKE APPROPRIATE ACTION

Mrs. Ballard read the following:

A. Confirm, Ratify, and Approve revision of approved board meeting schedule from November 15, 2022 to November 17, 2022

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

B. Approval of auction of surplus items/November 14, 2022

2022 Fall Auction Misc. items- November 18,19

CATEGORY	EXPANDED DESCRIPTION
2 ATHLETIC	TREADMILL, BATTING PRACTICE NET
45 CABINET	CABINET, FILING CABINET, BOOK SHELVES, ETC
16 CAFETERIA	VARIOUS KITCHEN EQUIPMENT, MILKBOX, STEAMER, FRYER, ETC
30 CAMERA	DOCUMENT CAMERA, DIGITAL CAMERA, CAMERA ACCESSORIES
10 CART	TV CART, LAPTOP CART, COMPUTER CART
7 DESK	TEACHER DESK, PODIUM, ETC
148 DESK STUDENT	STUDENT DESKS, VARIOUS TYPES
92 ELECTRONICS	VARIOUS ELECTRONICS, TV, DVD, DISC PLAYERS, ETC
177 FURNITURE	MOSTLY CHAIRS
886 KEYBOARDS, MICE, MONITORS	WILL BE IN BIG BOXES
18 MISCELLANEOUS	VENDING MACHINE, SCRUBBERS, BURNISHERS, WET/DRY VAC, ETC
14 MUSIC	PIANO, SPEAKERS, AUDIO SYSTEMS, ETC
99 OFFICE	PRINTERS, SCANNERS, COPY MACHINES, ETC
13 PROJECTORS	13 PROJECTORS, 8 BOXES OF PARTS

59	PROMETHEAN	ACTIVE BOARDS, ACTIVE SLATES, INTERACTIVE BOARDS
24	TABLES	VARIOUS TABLES
13	TECH	VARIOUS TECH PIECES, RED CAT, BRAILLE, SPEAKERS

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

C. Approval of Cooperative Endeavor Agreement between CPSB and Urban Strategies, Inc.

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

This item is available for viewing at the end of this document and at www.cpsb.org/Minutes

D. Approval of Resolution for outside counsel to update sales tax ordinances

RESOLUTION

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

WHEREAS, due to recent legislation the current Calcasieu Parish School Board sales and use tax ordinances need to be updated;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in sales and use tax matters; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the current and future revisions of existing sales and use tax ordinances.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above sales tax ordinance revisions, at hourly rates not to exceed the maximums set forth in the most recent Louisiana Attorney General's approved fee schedule.

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

PERMISSION TO ADVERTISE

Mrs. Ballard read the following:

A. Sam Houston High School/Visitors' side concession stand, sidewalks, and fencing/Sales Tax District 3 Funds

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

BID REPORTS

Mrs. Ballard read the following:

A. Barbe High School Baseball Field turf upgrade/Bid #2023-03PC/Barbe High School Baseball Funds

DATE: November 16, 2022

DESCRIPTION:

Barbe HS Baseball Field Turf Upgrade

FUNDS: Barbe High School Baseball Funds

BID NUMBER: 2023-03PC

DESIGNER: Brossett Architect , LLC

CONTRACTOR	BASE BID
Geo Surfaces Inc.	\$1,024,000.00
T3 Global Projects LLC	\$978,000.00
Precision Construction & Contracting	\$864,956.00

T3 Global Projects LLC \$978,000.00

(Base Bid) in the amount of:

Nine Hundred Seventy-eight Thousand Dollars and NO/100

as the lowest qualified bidder meeting specifications.

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

B. Westwood Elementary Gymnasium Re-Bid/District 23 Bond Funds/Bid #2023-02PC

BID NUMBER: 2023-
 02PC

DESIGNER: King Architects, Inc.

CONTRACTOR	BASE BID
Trahan Construction	\$ 2,396,000.00
Keiland Construction	\$ 2,347,000.00
Miller & Associates	No Bid
PERC Development	No Bid
Garden City Construction	No Bid
Dunhill Construction (Central Auction house)	\$ 2,680,000.00
Gunter Construction	No Bid
k & J Development	\$ 2,220,000.00
Ryder & Ryder	\$ 2,891,000.00
Global Management	\$ 2,685,000.00
Alfred Palma	No Bid

The Committee recommends award of the contract to:

K & J Development of SWLA

BASE BID IN THE AMOUNT OF: \$2,220,000.00

Two Million Two Hundred Twenty Thousand and no/1000

as the lowest qualified bidder meeting specifications.

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

CORRESPONDENCE

Mrs. Ballard read the following:

A. Change Order Number Two (2) for the Project, "Phase 3 Improvements, Classroom Addition/R.D. Molo Middle School/Ellender Architects & Associates, LLC., Designer; K&J Development of SWLA, LLC., Contractor; *Increase* of eighty one (81) days.

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

B. Change Order Number One (1) for the project, "Iowa High School Baseball/Softball Artificial Turf infield and foul grounds," All Districts \$50 million funding; Moss Architects, Inc., Designer; GeoSurfaces, Inc., Contractor; *Decrease* of \$4,606.44 and *Increase* of three (3) days.

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

CONDOLENCES AND RECOGNITIONS

Mr. Hardy asked for a letter of condolence to the family of Mrs. Brenda Backrack.

Mr. Smith asked for a letter of condolence to the family of Mr. Richard Fontenot.

SCHEDULE COMMITTEES

Employee Benefits Committee/December 1, 2022

A&P Committee/December 15, 2022

C&I Committee/January 24, 2023

Budget Committee to follow

ADJOURN MEETING

On a motion to adjourn by Mr. Hardesty and a second by Mr. Dellafosse, the meeting was adjourned at 7:02 p.m. on a unanimous vote.

Annette Ballard, President

Shannon LaFargue, Secretary

Item 9.C.

COOPERATIVE ENDEAVOR AGREEMENT

By and Between

**URBAN STRATEGIES, INC., THE HOUSING AUTHORITY OF LAKE CHARLES,
AND THE CALCASIEU PARISH SCHOOL BOARD**

This Cooperative Endeavor Agreement ("Agreement") for a Mid-City Neighborhood Transformation in the City of Lake Charles is made effective the 15th day of November, 2022, and is entered into by and between Urban Strategies, Inc. ("USI"), a non-profit corporation domiciled in St. Louis, Missouri, the Housing Authority of the City of Lake Charles ("Housing Authority"), a political subdivision of the State of Louisiana and domiciled in Calcasieu Parish, Louisiana, and the Calcasieu Parish School Board ("School Board"), a political subdivision of the State of Louisiana domiciled in Calcasieu Parish, Louisiana, individually and collectively referred to as the "Parties."

WHEREAS, the Housing Authority of the City of Lake Charles is an applicant for a Choice Neighborhood Initiative grant from the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the grant targets Barbe Elementary School and its surrounding lands and properties ("Target Area"), and residents of the Lloyd Oaks public housing community/Dixie Drive ("Target Residents") before, during and after redevelopment; and

WHEREAS, grant documents require that USI provide and/or coordinate a variety of supportive services to families living in the Target Area; and

WHEREAS, USI is a designated principal team member which will lead implementation of the People component of the Choice Neighborhood Initiative (CNI) for the Mid-City Neighborhood Transformation plan; and

WHEREAS, the grant will require coordination of activities designed to ensure that children living in the Target Area will enter kindergarten ready to learn, as well as activities undertaken to ensure that school-age children living in the Target Area are proficient in core academic subjects, attend school consistently, and graduate from high school with college/career plans; and

WHEREAS, USI and the Housing Authority have agreed to provide educationally related services to Target Residents and/or students attending Barbe Elementary School, among others; and

WHEREAS, USI and the Housing Authority have requested that the School Board share data regarding students attending school in the Target Area, as well as Target Residents; and

WHEREAS, the School Board wishes to cooperate and assist USI and the Housing Authority with respect to data sharing; and

WHEREAS, USI and the Housing Authority desires to share data with the School Board, and to coordinate educational services to be provided to Target Residents and/or students attending Barbe Elementary School;

NOW, THEREFORE, in consideration of the above recitals, the Parties agree as follows:

**I.
TERM**

This Agreement shall take effect on the date written above and shall terminate on the 30th day of November, 2032, unless it is extended or renewed by the Parties in writing. During the term any party may terminate this Agreement, without cause, upon giving sixty (60) days written notice to the other parties. Further, any party may terminate this Agreement immediately for good cause, after fourteen (14) days written notice to the party who has failed to perform its obligation under this Agreement, and said party fails to cure its deficient performance within fourteen (14) days of receipt of notice.

**II.
AGREEMENTS, STIPULATIONS, AND UNDERTAKINGS OF
URBAN STRATEGIES, INC.**

USI will coordinate activities designed to ensure Target Residents and Barbe Elementary School students living in the Target Area will enter kindergarten ready to learn, and will ensure that services are offered to enroll, track, and support the attendance of children in educational programs. Further, USI will collaborate with partners and coordinate activities which are designed to ensure that school-aged children enter kindergarten ready to learn, are proficient in core academic subjects, attend school consistently, and graduate from high school with college/career plans.

USI will share with the School Board summaries of its activities, as well as data pertaining to educational progress of children living in the Target Area. CPSB will complete CNI HUD required Reports and appoint a CPSB liaison to work as a collaborating partner with USI and the Mid-City Transformation Plan partners.

**III.
AGREEMENTS, STIPULATIONS, AND UNDERTAKINGS OF
CALCASIEU PARISH SCHOOL BOARD**

The School Board will provide the Parties with student educationally related data regarding Target Residents and Barbe Elementary students. Personally identifiable information will only be provided by the School Board for students whose parents or legal custodians authorize, in writing, the release of such information to USI and/or the Housing Authority. No aggregated data for groups of ten (10) or fewer students will be provided by the School Board.

The School Board will not be required to provide any monetary contribution with respect to this Agreement.

**IV.
CONFIDENTIALITY**

The Parties hereto understand and mutually agree that confidential information obtained in connection with this Agreement may not be disclosed without proper written authorization. USI and the Housing Authority shall execute the School Board's Privacy Addendum with respect to personally identifying student information.

**V.
RESPONSIBILITY, EMPLOYMENT, INSURANCE AND INDEMNITY**

A.

USI and the Housing Authority shall be responsible for supervision and performance of the work of their agents, officers, employees, directors and contractors, for their control, direction, safety, omissions, and acts in the performance of the work which is the subject of this Agreement, for the payment of wages, benefits, taxes and charges with respect to each, and shall hold harmless and indemnify the Calcasieu Parish School Board to the extent of liability which arises from their acts and omissions. USI and the Housing Authority shall provide their own workers' compensation insurance, and shall provide general liability and automobile liability insurance which covers the acts and omissions of their officers, employees, agents, directors, contractors, and volunteers in the performance of the terms of this Agreement. Such coverage shall have such limits as may be approved by the Calcasieu Parish School Board's Risk Manager, which limits shall not exceed those of the School Board's self-insured/insurance program for similar coverage. The Calcasieu Parish School Board shall be named as an additional insured with respect to the performance of the terms of this Agreement, which includes a waiver of subrogation regarding claims which might otherwise be made against the School Board.

B.

Calcasieu Parish School Board shall be responsible for supervision and performance of the work of its agents, officers, employees, directors, and contractors, for their control, direction, safety, omissions, and acts in the performance of this Agreement, for the payment of wages, benefits, taxes, and charges with respect to their work which is the subject of this Agreement, and shall hold harmless and indemnify USI and the Housing Authority to the extent of liability which arises from their acts and omissions in the performance of this Agreement.

VI.
GENERAL CONSIDERATIONS

A.
Independent Contractor Status

USI and the Housing Authority shall at all times remain independent contractors with respect to the services performed pursuant to this Agreement. The School Board shall not be responsible for payment of unemployment compensation, FICA, retirement, life, and/or medical insurance, or any insurance with respect to the work being performed by USI and/or the Housing Authority.

B.
Choice of Law

The Parties agree that this Cooperative Endeavor Agreement is made pursuant to the laws of the State of Louisiana and shall be governed by, construed and enforced, in its entirety, in accordance with the laws of the State of Louisiana, without regard to conflicts or choice of laws principles thereof. The Parties irrevocably hereby agree and consent to the jurisdiction of the courts of the State of Louisiana over them and any disputes arising hereunder. The Parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Cooperative Endeavor Agreement shall be the 14th Judicial District Court sitting in and for the Parish of Calcasieu, State of Louisiana.

C.
Severability

In the event that any clause or provision of this Agreement shall, for any reason, be deemed illegal, invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

D.
Execution and Agreement

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, memoranda of understandings or contracts, either written or oral. This Cooperative Endeavor Agreement may be amended but only by a written instrument signed by all Parties.

E.
Assignment

USI and/or the Housing Authority may not assign any of their rights under this Agreement or delegate the performance of any of their duties hereunder without the prior written consent of the School Board.

F.
Waiver

Waiver by one party hereto of breach of any provisions of this Agreement by the other shall not operate or be construed as a continuing waiver, nor shall it be construed as a waiver of any other provision of this Agreement.

G.
Headings

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

H.
No Authorship Presumptions

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

I.
Addresses of Notices and Communications

All notices between the Parties provided for pursuant to this Agreement shall be in writing.

The name and address of USI=s representative is:

Esther Shin, President
Urban Strategies, Inc.
100 N. Broadway, Suite 1110
St. Louis, Missouri 63102

The name and address of the Housing Authority=s representative is:

Benjamin Taylor, Jr., Executive Director
Lake Charles Housing Authority
800 Bilbo Street
Lake Charles, Louisiana 70601

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

Dr. Shannon P. LaFargue, Superintendent
Calcasieu Parish School Board
310 Broad Street
Lake Charles, Louisiana 70615

In the event that the mailing address of any party changes during the terms of this Agreement, or that there is a change in the designated point of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

J.

Non-Discrimination Clause

The Parties hereto agree to abide by the requirements of the following as applicable:

Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran=s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.

The Parties agree not to unlawfully discriminate in their employment practices and in the execution of their rights under this Agreement.

K.

No Personal Liability of Individual Representative

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any juridical entity in his/her individual capacity, and neither the officers, employees, agents, officials, or trustees of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

L.

No Third Party Beneficiary

This Agreement is neither intended to nor does it create any rights, claims, or causes of action in favor of any person other than the parties to this Agreement.

M.

Force Majeure

Neither party shall be considered in default in the performance of its obligations to the extent that its performance is prevented, hindered, or delayed by any cause beyond its reasonable control, including but not limited to acts of God, strikes, pandemics, epidemics, floods, hurricanes, tornadoes, and power failures.

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THUS DONE AND SIGNED in duplicate originals at Lake Charles, Louisiana, on this _____ day of _____ 20____, before the undersigned competent witnesses.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

Printed Name: _____

Printed Name: _____

By: ANNETTE BALLARD, President

[Remainder of this page intentionally left blank]

THUS DONE AND SIGNED in duplicate originals at Lake Charles, Louisiana, on this ____ day of _____ 20__, before the undersigned competent witnesses.

WITNESSES:

**LAKE CHARLES HOUSING
AUTHORITY**

Printed Name: _____

**By: BENJAMIN TAYLOR, JR.,
Executive Director**

Printed Name: _____

[Remainder of this page intentionally left blank]

THUS DONE AND SIGNED in duplicate originals at _____,
_____, on this _____ day of _____, 20____,
before the undersigned competent witnesses.

WITNESSES:

URBAN STRATEGIES, INC.

Printed Name: _____

By: ESTHER SHIN, President

Printed Name: _____

[Remainder of this page intentionally left blank]