

**PROCEEDINGS OF THE ST. JOHN THE BAPTIST PARISH SCHOOL BOARD
LAPLACE, LA – MEETING OF MAY 23, 2019**

The Chair called the meeting to order and read the following call:

HONORABLE MEMBERS OF THE SCHOOL BOARD
Parish of St. John the Baptist

Dear Board Member:

Upon call of the President, the St. John the Baptist Parish School Board will meet in regular session at Godchaux Grammar Cafeteria, 1600 Highway 44, Reserve, Louisiana, on Thursday, May 23, 2019 at 6:00 p.m.

An agenda for the meeting is attached.

Sincerely, s/Kevin R. George
Superintendent/Secretary

ITEM 1. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

The Chair called the meeting to order at 6:00 p.m. He called for a moment of silent meditation, followed by the Pledge of Allegiance, led by Mr. Burl.

ITEM 2. ROLL CALL OF MEMBERS: The Chair called for Public Comment.

PRESENT: Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Triche, Sanders
ABSENT: Holden, Johnson, Mitchell

There were 8 members present and 3 members absent.

ITEM 3. APPROVAL OF MINUTES: The Chair called for Public Comment.

ITEM 3a. Approval of Minutes of the Meeting of May 9, 2019

MOTION BY: Triche

SECOND BY: Jones

MOTION: To approve the minutes from the meeting of May 9, 2019.

No objections.

The motion carried.

Roll Call:

8 Yeas - Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Triche, Sanders

3 Absent – Holden, Johnson, Mitchell

Ms. Holden arrived at 6:05 p.m. and was recorded as present.

President Sanders asked the Board to waive policy to allow him personal privilege to address the Board.

Ms. Mitchell arrived at 6:06 p.m. and was recorded as present.

MOTION BY: DeFrancesch

SECOND BY: Jones

MOTION: To waive policy to allow the Chair personal privilege.

No objections.

The motion carried.

Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent –Johnson

President Sanders stated: *“Benjamin Franklin once stated, “God works wonders now and then; Behold a lawyer, an honest man.”*

Orenthal Jasmin exudes the character of an honest man—an honest lawyer. Tonight is likely OJ’s final meeting with the St. John School Board and we want to take this moment to show our utmost appreciation for him. His dedication, patience, and knowledge has been a tremendous asset to this Board and this community as a whole. Many of us have watched him grow into his role as an Assistant District Attorney, and we are not surprised by his rise within the office. On countless occasions he has been called to serve this Board and he has never wavered in his service.

OJ always offers a calm perspective even in the most difficult times. The ultimate professional, OJ’s presence, knowledge, and skills will be greatly missed---he is the lawyer’s lawyer. No longer will we look to our left and see the gentleman of stylish demeanor, decorum, and dress.

There is no doubt that wherever your next venture takes you that you will strive. It is certain that this Board has prepared you to answer the oddest of questions and deal with the most unlikely of scenarios---we have helped enhanced your legal research skills. We wish you and your family the very best. It is difficult to call this a goodbye, but merely an end to this particular chapter and great is the art of beginning, but greater is the art of ending. Thank you for all you have done for St. John.”

Mr. Jasmin was presented with a paperweight from the School Board.

ITEM 4. SUPERINTENDENT’S REPORT. Mr. Kevin R. George, Superintendent.

Superintendent George thanked the Board and staff for stepping up in his absence. He stated that he had visited all schools this week and also meet with his staff regarding summer school, budgets, personnel, maintenance, curriculum, federal programs, and his K-2 Team. He reminded the public of a few things going on in the near future:

- Administrative Institute will take place next week.
- WSJHS Transfer deadline of May 1, 2019 has been extended through June 6, 2019.
- Last day of school for students is tomorrow, May 24, 2019, Records Day for Teachers is 05-27-19
- Summer School will begin June 3, 2019 and run through June 21, 2019
- Summer Recreation and Summer Feeding Programs will continue this summer.

ITEM 5. EDUCATION PRESENTATIONS AND RECOGNITIONS BY THE BOARD OR STAFF

ITEM 6. PERSONNEL MATTERS

ITEM 6a. Public Comment. Mrs. Serina Duke - Request approval of Alternative Certification Program

When the Chair called for Public comment, Ms. Carolyn Batiste stated that she has not seen the Alternative Certification Program and asked for an explanation of this item.

MOTION BY: Wallace

SECOND BY: Mitchell

MOTION: To approve the Alternative Certificate Program as presented.

No objections.

The motion carried.

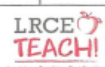
Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent – Johnson

Summer 2019 Institute Schedule

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Notes
MAY 2019				1	2	3	4	May 27: Memorial Day
	5	6	7	8	9	10	11	Phase I Institute Begins
	12	13	14	15	16	17	18	Institute Days at LRCE
	19	20	21	22	23	24	25	SPED. Institute. Days
	26	27	28	29	30	31		
JUNE 2019							1	RFS Field Experience Days
	2	3	4	5	6	7	8	Institute Days at LRCE
	9	10	11	12	13	14	15	SPED. Institute. Days
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30							
JULY 2019		1	2	3	4	5	6	NO INSTITUTE
	7	8	9	10	11	12	13	Institute Days at LRCE
	14	15	16	17	18	19	20	Phase I Institute Ends
	21	22	23	24	25	26	27	SPED. Institute. Days
	28	29	30	31				**During the Month of July- Apply for Practitioners License



ITEM 7. BUSINESS AND FINANCE

ITEM 7a. Public Comment. Mr. Felix Boughton – Request authorization for administration to prepare the 2019-2020 budget, following state law

MOTION BY: Wallace

SECOND BY: Mitchell

MOTION: To approve the request by administration to prepare the 2019-2020 budget following state law
No objections.

The motion carried.

Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent – Johnson

The District Attorney’s Office was not consulted or asked to review any materials related to this issue.

ITEM 7b. Public Comment – Mr. Peter Montz – Recommendations on the following Bids/Proposals: Proposal 20.03 Pest Control; Proposal 20.04 Waste Disposal; Bid 20.08 Bus Parts; Bid 20.09 Copier/Computer Paper; Bid 20.10 Office Supplies; Bid 20.11 Instructional Materials; Bid 20.12 General Maintenance; Bid 20.13 Electrical Supplies; Bid 20.15 Plumbing Supplies; Bid 20.16 Custodial Cleaning Supplies; Bid 20.18 Award Items; Proposal 20.19 Locksmith Services

MOTION BY: Schum

SECOND BY: Jones

MOTION: To accept the recommendations on Bids/Proposals: Proposal 20.03 Pest Control; Proposal 20.04 Waste Disposal; Bid 20.08 Bus Parts; Bid 20.09 Copier/Computer Paper; Bid 20.10 Office Supplies; Bid 20.11 Instructional Materials; Bid 20.12 General Maintenance; Bid 20.13 Electrical Supplies; Bid 20.15 Plumbing Supplies; Bid 20.16 Custodial Cleaning Supplies; Bid 20.18 Award Items; Proposal 20.19 Locksmith Services
No objections.

The motion carried.

Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent – Johnson

The District Attorney’s Office was not consulted or asked to review any materials related to this issue.

ITEM 7c. Public Comment – Mr. Peter Montz – Request Board approval to reject all submittals and to solicit new proposals for Consignment Motor Fuels and System

MOTION BY: Jones

SECOND BY: Triche

MOTION: To reject all submittals and to solicit new proposals for consignment Motor Fuels and System
No objections.

The motion carried.

Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent – Johnson

The District Attorney’s Office was not consulted or asked to review any materials related to this issue.

ITEM 8. OLD BUSINESS

ITEM 9. NEW BUSINESS.

ITEM 9a. Public Comment. Ms. Terry Charles – Request approval of increase in adult meal prices to \$4.00 for lunch and \$2.00 for breakfast

MOTION BY: Jones

SECOND BY: Triche

MOTION: To approve the increase in adult meal prices to \$4.00 for lunch and \$2.00 for breakfast.
No objections.

The motion carried.

Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent – Johnson

The District Attorney’s Office was not consulted or asked to review any materials related to this issue.

ITEM 9b. Public Comment. Ms. Terry Charles – Request approval on bid awards for the School Year 2019-2020 for the following: Small Equipment; Bread/Bread Products; Frozen Foods; Meat/Meat Products; Processed Foods; Cleaning Supplies; Paper Supplies; Milk/Milk Products

MOTION BY: Keller

SECOND BY: Wallace

MOTION: To approve the bid awards for the School Year 2019-2020 for the following: Small Equipment; Bread/Bread Products; Frozen Foods; Meat/Meat Products; Processed Foods; Cleaning Supplies; Paper Supplies; Milk/Milk Products.

No objections.

The motion carried.

Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent – Johnson

The District Attorney’s Office was not consulted or asked to review any materials related to this issue.

Vice-President DeFrancesch assumed the chair for the next two items.

ITEM 9c. Public Comment. Mr. Patrick Sanders - Cooperative Endeavor Agreement between SJPS and St. John the Baptist Parish Government - Summer Feeding and Recreational Program

MOTION BY: Sanders

SECOND BY: Jones

MOTION: To approve the Cooperative Endeavor Agreement between SJPS and St. John the Baptist Parish Government - Summer Feeding and Recreational Program.

No objections.

The motion carried.

Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent – Johnson

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
ST. JOHN THE BAPTIST PARISH COUNCIL
AND
ST. JOHN THE BAPTIST PARISH SCHOOL BOARD**

This **AGREEMENT** is made and entered into on this ____ day of _____ 2019 between **the St. John the Baptist Parish Council**, hereinafter referred to as “**Parish**”, represented by Natalie Robottom, Parish President and **St. John the Baptist Parish School Board, 118 West 10th Street, Reserve, Louisiana 70084**, represented by **Kevin R. George**, Superintendent, hereinafter referred to as “**School Board**” under the following terms and conditions. St. John the Baptist Parish Council and St. John the Baptist Parish School Board are sometimes individually referred to as “**Party**” and collectively referred to as the “**Parties.**”

ARTICLE I

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 or political corporation may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or individual"; and

WHEREAS, the Parish desires to use St. John the Baptist Parish School Board buses as a means of transportation for The Summer Feeding Program and Summer Recreation; and

WHEREAS, the public purpose is described as: the Summer Feeding Program is a means of maintaining nutritional and physical health for school aged children in our community during the summer months; and

WHEREAS, the School Board has a reasonable expectation of receiving a benefit or value described therein that is at least equivalent to or greater than the consideration described in this Agreement; and

WHEREAS, St. John the Baptist Parish School Board desires to partner with St. John the Baptist Parish Council in maintaining nutritional and physical health for school aged children when school is not in session by providing safe transportation to and from this program; and

WHEREAS, St. John the Baptist Parish intends to use three (3) schools, West St. John High School, East St. John High School and East St. John Preparatory Academy for the 2019 Summer Feeding Program. The School Board may substitute or add schools as needed or requested by the Parish to meet the requirements of the program; and

WHEREAS, St. John the Baptist Parish School Board intends to use seven (7) buses for the Summer Feeding Program: Bus 58, (1BAKGCPA9HF333952); Bus 42, (4UZABRDT7FCFZ5328); Bus 41, (4UZABRDT0FCFV0313); Bus 43, (4UZABRDT9FCFZ5329); Bus 51, (1BAKGCPA1HF333945); Bus 59, (1BAKGCPA0HF333953), Bus 4, (1BAKFCKA35F219404) hereinafter **referred** to as "buses," the School Board may substitute any buses as needed; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, the buses are currently available at half the field trip rate per mile for buses to be made payable to the St. John the Baptist Parish School Board within 30-days of invoice date. St. John the Baptist Parish School Board may substitute similar vehicles and/or buses on an as needed basis to allow for ADA compliance and respect to residents requesting ridership, maintenance, etc. at its discretion; and

WHEREAS, in exchange for making the buses available to the Parish for such purposes, St. John the Baptist Parish Council desires to hold harmless St. John the Baptist Parish School Board from any claims and/or litigation arising out of the Parish's use of the buses.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, St. John the Baptist Parish Council and St. John the Baptist Parish School Board hereby agree as follows:

**ARTICLE II
SCOPE OF SERVICES**

The St. John the Baptist Parish Council recognizes and supports the need for nutritional and physical health for school aged children in its community. In furtherance of that goal, the St. John the Baptist Parish Council shall work in partnership with school officials to this end.

Specific objectives include but are not limited to:

- 2.1. Meals provided to all eligible children without charge.
- 2.2. Maintain a nutritional program in the summer months for school aged children when school is not in session.
- 2.3. Transportation for all eligible children will be provided in accordance with this Agreement through the School Board.
- 2.4. Acceptance and participating requirements for the program and all activities are the same for all regardless of race, color, national origin, sex, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA, and there will be no discrimination in the course of the meal service.
- 2.5. Agreement shall be for a one-year term of an 8 to 10-week period between May and July of 2019.
- 2.6. Agreement may be renewed for subsequent 8 to 10-week periods via a written agreement between St. John the Baptist Parish Council and St. John the Baptist Parish School Board.

**ARTICLE III
DELIVERABLES**

- 3.1. The Parish shall provide meals to school aged children at the three schools previously mentioned therein. The Parish shall compensate all food service workers the reasonable fee under the Parish authority of the federal grant.
- 3.2. St. John the Baptist Parish School Board agrees to assume the responsibility for all reasonable maintenance costs associated with the use of the buses. Parish agrees to cover all physical damages to the buses that may result from accidents or vandalism arising out of the Parish's use of the buses.
- 3.3. The use of the subject buses is AS IS WHERE IS without any warranty of any nature or kind whatsoever, either expressed or implied, as to the quality, condition, including, but without limitation, fitness for the intended use of the buses. The Parish acknowledges that it has made a thorough inspection of the buses and any improvements thereon upon acceptance of the rented buses and is satisfied as to the condition and fitness of the buses, unless otherwise stated in writing upon receipt.

**ARTICLE IV
PAYMENT TERMS**

4.1 In consideration of the services described above, the School Board and Parish hereby agree to provide benefits to one another. Benefits will be received/provided in the following manner: The School Board shall submit an invoice for services performed to the Parish within ten (10) days following the end of each calendar month, including a detailed list of services performed. The Parish shall remit payment for such services within thirty (30) calendar days following receipt of invoice.

**ARTICLE V
TERMINATION FOR CAUSE**

5.1. The School Board may terminate this Agreement for cause based upon the failure of the Parish to comply with the terms and/or conditions of the Agreement; provided that the School Board shall give the Parish written notice specifying the Parish's failure. If within thirty (30) days after receipt of such notice, the Parish shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the School Board may, at its option, place the Parish in default and the Agreement shall terminate on the date specified in such notice. The School Board may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this Agreement; provided that the School Board shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

**ARTICLE VI
TERMINATION FOR CONVENIENCE**

6.1. The School Board may terminate the Agreement at any time by giving thirty (30) days written notice to the Parish. Upon receipt of notice, the Parish shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

**ARTICLE VII
ADDITIONAL TERMS**

7.1. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.2. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7.3. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

7.4 **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

7.5 **Entire Agreement.** This Agreement contains the entire Agreement between the parties and supersedes all Agreements or contracts previously entered between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.

7.6. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.7. **Applicable Law.** This Agreement shall be governed by the laws of the State of Louisiana, St. John the Baptist Parish Council and St. John the Baptist Parish School Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2019.

WITNESSES:

ST. JOHN THE BAPTIST PARISH

Natalie Robottom
Parish President

WITNESSES:

ST. JOHN THE BAPTIST PARISH SCHOOL BOARD

Kevin R. George
Superintendent

The District Attorney's Office was not provided any information related to the authorization to enter into a Cooperative Endeavor Agreement with St. John the Baptist Parish Government to provide transportation for the Summer Feeding Program, nor was the District Attorney's Office asked to review any documents related to this Cooperative Endeavor Agreement.

Nevertheless, the District Attorney's Office strongly advises the School Board to fully comply with the requirements in the Louisiana Supreme Court's decision in Cabela with respect to entering into a Cooperative Endeavor Agreement with St. John the Baptist Parish Government.

ITEM 9d. Public Comment. Mr. Patrick Sanders – Request permission to The Concerned Citizens of St. John Parish to use FWE parking area for their starting point for a scheduled march from Fifth Ward Elementary to Denka

MOTION BY: Sanders

SECOND BY: Jones

MOTION: To allow the Concerned Citizens of St. John Parish to use FWE parking area for their starting point for a scheduled march from Fifth Ward Elementary to Denka.

No objections.

The motion carried.

Roll Call:

10 Yeas – Holden, Burl, Keller, DeFrancesch, Jones, Schum, Wallace, Mitchell, Triche, Sanders

1 Absent – Johnson

The District Attorney's Office was not consulted or asked to review any materials related to this issue.

President Sanders resumed the Chair.

ITEM 10. ADMINISTRATIVE MATTERS

ITEM 11. BOARD ITEMS OF INTEREST

ITEM 12. ADJOURNMENT

The agenda having been completed, and there being no further business, there was a

MOTION BY: Wallace

SECOND BY: DeFrancesch

MOTION: Motion for adjournment.

There were no objections.

The meeting adjourned at 6:43 p.m.

Kevin R. George, Secretary

Patrick H. Sanders, President