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STATE OF LOUISIANA LEGISLATIVE AUDITOR

Pointe Coupee Parish School Board
New Roads, Louisiana

December 2, 1998



Investigative Audit

Daniel G. Kyle, Ph.D., CPA, CFE
Legislative Auditor

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Pointe Coupee Parish School Board

December 2, 1998



Investigative Audit
Office of the Legislative Auditor
State of Louisiana

Daniel G. Kyle, Ph.D., CPA, CFE
Legislative Auditor

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December 2, 1988

**MR. DAVID E. LEE, SUPERINTENDENT,
AND MEMBERS OF THE POINTE COUPEE
PARISH SCHOOL BOARD**

New Roads, Louisiana

Transmitted herewith is our investigative report on the Pointe Coupee Parish School Board. Our examination was conducted in accordance with Title 24 of the Louisiana Revised Statutes and was performed to determine the propriety of certain allegations received by this office.

This report presents our findings and recommendations. Copies of this report have been delivered to The Honorable Richard L. Ward, Jr., District Attorney for the Eighteenth Judicial District of Louisiana, and others as required by state law.

Respectfully submitted,

Daniel G. Kylin, CPA, CFE
Legislative Auditor

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Executive Summary

Investigative Audit Report Pointe Coupee Parish School Board

The following summarizes the findings and recommendations as well as management's response that resulted from this investigation. Detailed information relating to the findings and recommendations may be found at the page number indicated. Management's response may be found at Attachment I.

Superintendent Performed Speaking Engagements During School Board Hours Without Taking Leave

(Page 1)

Findings:

From January 1985 through December 1987, Pointe Coupee Parish School Board Superintendent, Dr. David E. Lee traveled and conducted 13 speaking engagements during normal school board work hours, without taking leave, and received payments totaling \$11,088 from his clients. Dr. Lee spent approximately 85 school board hours amounting to \$2,424 in salary for these engagements. In addition, Dr. Lee charged the school board 2,484 travel miles totaling \$242 for travel relating to the speaking engagements. Furthermore, Dr. Lee performed three of the speaking engagements for companies that had business relationships with the school board.

Recommendation:

We recommend that the Pointe Coupee Parish School Board obtain an opinion from its legal counsel regarding the proper handling of Dr. Lee's speaking engagements. This opinion should address, at a minimum:

1. Are the speaking engagements performed by Dr. Lee personal business or school board business?
2. Should Dr. Lee be required to take annual leave while performing such engagements?
3. Can Dr. Lee receive payment for such service or should payments be made to the school board?
4. Is Dr. Lee entitled to reimbursement of his travel expenses related to such speaking engagements?
5. Are Dr. Lee's speaking engagements in conflict with the provisions of his employment contract?

We further recommend the Louisiana Board of Ethics review this matter and take appropriate action.

Management's Response: Dr. Lee believes that he was serving as an ambassador to the school system when making the speaking engagements in that he was introduced as Superintendent of Schools of Pointe Coupee Parish and frequently referenced the positive steps being taken in education in Pointe Coupee. Nevertheless, Dr. Lee is concerned about even the appearance of impropriety and therefore will not further contact this finding, but will instead reimburse the school system \$542 and will take annual leave for the 85 hours he missed while making such presentations.

School Board Purchased Computer Labs Without Competitive Bids and State Bond Commission Approval

(Page 3)

Findings: The Pointe Coupee Parish School Board purchased, by lease-purchase agreements, computer laboratories consisting of hardware, software, furniture, and consulting services totaling \$810,883, but failed to obtain competitive bids and seek prior approval from the State Bond Commission as required by state law.

Recommendation: We recommend that the Pointe Coupee Parish School Board comply with the public bid law when making purchases and seek approval from the State Bond Commission when incurring debt.

Management's Response: Management provided several explanations as to why various portions of the computer laboratory purchases were not subject to the bid law. Management's explanations include that individual items did not exceed the bid law threshold. This position is contrary to previous opinions of the Attorney General. Management also stated that hardware items were donated and therefore had no associated cost. Documents examined indicate that the school board may have incurred costs for these hardware items though these costs appear to have been disguised through inflated software prices. Management states that the software could be provided by only one source. The bid law does include an exception for such sole-source purchases and this was considered during our examination. In addition, management states that state contract prices were used by its suppliers. Though the school board's suppliers may have obtained prices similar to those offered by the official state

contracts, this practice does not satisfy the requirements of the bid law.

Management acted upon the advice of the school board's legal counsel that its lease-purchase documents were not required to be submitted to the State Bond Commission for approval. Management was not aware that the State Bond Commission has some objection to other wording in its lender's lease purchase agreements; however, its lender has agreed to modify the language being questioned.

Background and Methodology

The Pointe Coupee Parish School Board is governed by a superintendent and an eight-member board. The school board operates nine public schools throughout the parish. The board office is located in New Roads, Louisiana.

The Legislative Auditor received information indicating that the superintendent was periodically away from his job, but failed to take appropriate leave. This investigative audit was conducted to determine the propriety of this allegation and other information that came to our attention.

Our procedures consisted of (1) interviewing employees and officials of the school board; (2) interviewing other persons as appropriate; (3) examining selected documents and records of the school board; (4) making inquiries and performing tests to the extent we considered necessary to achieve our purpose; and (5) reviewing applicable Louisiana laws.

The result of our investigative audit is the findings and recommendations herein.

Findings and Recommendations

SUPERINTENDENT PERFORMED SPEAKING ENGAGEMENTS DURING SCHOOL BOARD HOURS WITHOUT TAKING LEAVE

From January 1995 through December 1997, Pointe Coupee Parish School Board Superintendent, Dr. David E. Lee traveled and conducted 15 speaking engagements during normal school board work hours, without taking leave, and received payments totaling \$11,896 from his clients. Dr. Lee spent approximately 85 school board hours amounting to \$2,424 in salary for these engagements. In addition, Dr. Lee charged the school board 2,454 travel miles totaling \$342 for travel relating to the speaking engagements. Furthermore, Dr. Lee performed three of the speaking engagements for companies that had business relationships with the school board.

Dr. David E. Lee began employment with the Pointe Coupee Parish School Board on January 1, 1993. According to his employment contract with the school board, Dr. Lee, "in accordance with state law, agrees to devote his entire time, skill, labor, and attention to the office of Parish Superintendent of Schools." Louisiana Revised Statute (R.S.) 17:34 states among other things, "He (superintendent) shall be required to devote his entire time to the office of superintendent of schools." In addition, Dr. Lee's contract provides for 20 days of vacation time per year that is accumulated if not taken and reimbursement of mileage traveled in employee owned vehicles at a rate approved by the school board.

According to records obtained from Dr. Lee, Dr. Lee's clients, and the school board, Dr. Lee performed speaking engagements on 24 occasions from January 1995 through December 1997, and received \$11,847. The records provided indicate that, on some occasions, Dr. Lee submitted an invoice to his clients and on other occasions he did not submit an invoice. On those occasions that Dr. Lee did submit an invoice, the invoices were in the names of "Lee Management Group" and "Skywalker Management Group." In addition, school board records indicate that Dr. Lee was reimbursed \$342 by the school board for 2,454 miles traveled in his personal vehicle relating to the speaking engagements.

The records indicate that 17 of the 24 speaking engagements were performed during normal school board hours. The seven remaining speaking engagements were performed either after school board hours or at an undeterminable time. School board records indicate that Dr. Lee received leave for two of the engagements that were performed during normal school board hours. Dr. Lee did not record leave for the remaining 15 engagements that were performed during school board hours yet he received \$11,896 from his clients.

According to Dr. Lee, all but three of the engagements were beneficial to the school board. Had these engagements involved school board business, Dr. Lee would not be expected to take leave for their performance. Likewise, any revenue derived therefrom should have been remitted to the school board. Contrary to Dr. Lee's indication that the engagements were related to school board business, Dr. Lee submitted invoices to his clients requesting payments to himself, not the school board.

According to the members of the school board that we interviewed, they were not aware of Dr. Lee's compensated speaking engagements.

Dr. Lee traveled to Mississippi on November 2, 1995, and March 27, 1996, and to Tennessee on November 23, 1996, to perform speaking presentations before sales representatives of Mergent Technologies Group, Inc. Mergent Technologies later became Invest Learning, Inc. Mergent Technologies and Invest Learning paid Dr. Lee \$1,500 for the speaking engagements and, in separate payments, directly paid his lodging and travel expenses. From June 1995 to August 1997, the school board purchased \$194,424 of computer equipment, software, and other items from Mergent and Invest Learning.

R.S. 42:1118(C)(2) provides that no public servant shall receive anything of economic value for or in consideration of services rendered from any person for whom such public servant would be prohibited from receiving a gift. R.S. 42:1115 prohibits public servants from receiving a gift from anyone who has a business relationship with their agency.

We recommend that the Pointe Coupee Parish School Board obtain an opinion from its legal counsel regarding the proper handling of Dr. Lee's speaking engagements. This opinion should address, at a minimum:

1. Are the speaking engagements performed by Dr. Lee personal business or school board business?
2. Should Dr. Lee be required to take annual leave while performing such engagements?
3. Can Dr. Lee receive payment for such services or should payments be made to the school board?
4. Is Dr. Lee entitled to reimbursement of his travel expenses related to such speaking engagements?
5. Are Dr. Lee's speaking engagements in conflict with the provisions of his employment contract?

We further recommend that the Louisiana Board of Ethics review this matter and take appropriate action.

SCHOOL BOARD PURCHASED COMPUTER LABS WITHOUT COMPETITIVE BIDS AND STATE BOND COMMISSION APPROVAL.

The Pointe Coupee Parish School Board purchased, by lease-purchase agreements, computer laboratories consisting of hardware, software, furniture, and consulting services totaling \$338,863, but failed to obtain competitive bids and seek prior approval from the State Bond Commission as required by state law.

From 1998 through 1997, Dr. David E. Lee, superintendent, with school board approval, purchased five computer labs totaling \$338,863 from four vendors as follows:

- Centex Learning (Centex)	\$467,856
- Invest Learning Corporation (Invest)	84,499
- Computer Curriculum Corporation (CCC)	218,257
- DELL Marketing	58,251

R.S. 38:2212 et seq. requires that purchases of materials or supplies in amounts greater than \$15,000 must be advertised and let for bid to the lowest responsible bidder. State law provides for an exception to this requirement for those purchases that are considered sole source, where only one supplier exists, and for professional services such as consulting.

The lab purchases, which consisted of hardware, software, furniture, and consulting services, were not advertised and let for bid. According to Dr. Lee, the software was purchased from a sole source, thereby eliminating the need for bids, and the hardware and furniture were purchased from state contract vendors. Contrary to Dr. Lee's statement, Centex, Invest, and CCC did not have approved state contracts and, therefore, the hardware should have been competitively bid. The items purchased from DELL were purchased through an authorized state contract.

Management provided several explanations as to why various portions of the computer laboratory purchases were not subject to the bid law (Attachment I). Management's explanations include that individual items did not exceed the bid law threshold, hardware items were donated and therefore had no associated cost, the software could be provided by only one source, and state contract prices were used by its suppliers.

According to management, (see Management's Response, PURCHASE OF COMPUTER LABS, paragraph 4) bidding would not have been required for the purchase of 32 desks and chairs because neither the desks alone nor the chairs alone exceeded the bid law threshold of \$10,000. This position is contrary to Attorney General Opinion No. 95-150 which states, "This office has consistently concluded that purchases made via multiple purchase orders which are less than the statutory amount specified in R.S. 38:2212(A) will not exempt the public entity from the bid requirements."

According to management, as pertaining to the laboratories purchased for Roosevelt Elementary and the School of Hope, the computers and other hardware items were donated by the suppliers. Contrary to management's statements, documents examined indicate that the school board did incur costs for these hardware items through these costs appear to have been disguised through inflated software prices.

Management stated (see Management's Response, PURCHASE OF COMPUTER LABS, paragraph 5) that there is no cost for the computer hardware except for the Center Interactive System, which cost \$9,970 and below the amount requiring public bids. We examined documents provided by the school board as well as documents obtained from the school board's leader, Government Capital Corporation (GCC). The documents pertaining to the School of Hope transaction, as detailed below, indicate that a cost was associated with the hardware items included in the purchase.

School of Hope Lab Purchase	School Board Documentation	GCC Documentation
Essential Skills Hardware	\$0.00	\$167,036.25
Center Interactive System Hardware	0.00	3,420.00
Center Interactive System Installation and Support	0.00	217.00
Center Interactive System Software	9,970.00	6,213.00
Software Installation	37,623.00	37,623.00
Courseware Software	149,146.25	42,110.00
Skills Analysis Product Hardware	0.00	2,739.00
Skills Analysis Product Software	37,734.00	26,995.00
Total	\$234,479.25	\$234,479.25

The above table reveals a major discrepancy between the two documents. The documentation provided by the school board has no charge for hardware, whereas the documentation provided to our office by GCC shows a cost for hardware totaling \$13,195.25.

GCC officials stated that they have two sets of documents for the School of Hope transaction because at the time, "GCC did not finance projects that were for software only and obtained a value of the hardware even though it was donated from Center." Dr. Lee stated that the school board and Center agreed on a price of the software before Center agreed to donate the hardware, and that Center and the school board did not increase the price of software to cover the cost of the donated hardware.

Upon further investigation, we located a comparable sale of Center software to another Center customer (Comparison Customer). A review of the comparison customer's purchase and the documents provided to us by GCC revealed that three of the five components of the Courseware software purchased by the school board were also purchased by the comparison customer. According to the documents, for the matching software components, Center charged the same prices to the comparison customer as those listed on the documents we obtained from GCC.

Courseware Software Components Considered off	School Board Documentation	GCC Documentation	Comparison Customer
Keyboards and Mouse	\$17,125.00	\$5,125.00	\$5,125.00
Ability Based Career Decisions	20,495.00	5,495.00	5,495.00
Interest Based Career Decisions	20,495.00	5,495.00	5,495.00
IBAS Software Site License	23,995.00	8,995.00	Not available
DEEP - Job Specific Skills Courseware	67,036.25	20,036.00	Not available
Total	\$149,146.25	\$42,116.00	

Based on the above, it appears that the price of each of the three software components sold to the school board was increased by \$15,000 over the market price at the time. Therefore, either (1) the school board paid \$45,000 above the market price for these components, or (2) the software cost was inflated to cover the cost of the "donated" hardware. Dr. Lee stated that if the price paid for the software was inflated to cover the hardware costs, he was not aware of it. It should be noted that before becoming superintendent, Dr. Lee contracted with Centex to promote Centex's educational software in Louisiana.

Management also indicated that for certain purchases state contract prices were used by its suppliers. Though the school board's suppliers may have obtained prices similar to those offered by the official state contracts, this practice does not constitute purchasing through the approved state contract and thereby does not satisfy the requirements of the bid law.

According to management, the Rougon Laboratory purchase did not require public bidding (see Management's Response, PURCHASE OF COMPUTER LEAS, paragraph 7). Subsequent to the completion of our examination, Dr. Lee provided additional documents supporting the Rougon Laboratory purchase. These additional documents disclosed that the Rougon computer lab did meet the bid law requirements. We recommend that, in the future, the school board maintain a complete record of its purchases and compliance with bid law requirements in a central location for inspection purposes.

R.S. 39:1411.03 provides that no school district shall have authority to incur debt without the consent and approval of the State Bond Commission. Before entering into the first lease-purchase agreement, the school board's legal counsel reviewed the agreement and found that it did not constitute a debt under state law since the agreement contained a nonappropriation clause and did not contain an anti-substitution or penalty clause. According to Mr. Steve Ditchary of the State Bond Commission, the lease-purchase agreement did contain the nonappropriation clause but also contained two non-substitution clauses and therefore did constitute a debt to the school board and required prior Bond Commission approval. School board records show that all four lease-purchase agreements entered into by the school board contained non-substitution clauses and therefore should have been submitted to the State Bond Commission for approval.

We recommend that the Pointe Coupee Parish School Board comply with the public bid law when making purchases and seek approval from the State Bond Commission when incurring debt.

Attachment I

Management's Response

LETTERHEAD

HAMMONDS & SIBBS

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TELEPHONE CONFERENCES
LAURENCE HARRIS
LABORAL CONFERENCES

October 7, 1998

Dr. David G. Eyles
Legislative Auditor
P. O. BOX 04207
Baton Rouge, LA 70804-0207

Re: Audit Report on Private
Couper Parish School Board
Our File No.: 098-1052

Dear Dr. Eyles:

On behalf of the Private Couper Parish School Board and Superintendent David Lee, we would like to thank you for giving the school system the opportunity to respond to the preliminary draft of the investigative audit your staff conducted of the Private Couper Parish School Board. We would also like to thank you for allowing your staff members to meet with us to explain their preliminary findings and for the two short extensions of time for response to which you agreed.

After months of investigation, your staff made the following two findings in the preliminary audit draft:

- 1) Superintendent Lee performed speaking engagements during School Board hours without taking leave; and
- 2) The School Board purchased computer labs without competitive bids and State Bond Commission approval.

We will address these findings in reverse order. In connection with each response, we have attached hereto and referenced herein the following document(s):

Exhibit No. 1 - Neopost Technologies Group, Inc., letter as manufacturer and sole source for purchase for software programs and software platform packages.

Exhibit No. 2 - latest Learning Self-Source Statement for software and hardware configuration.

Exhibit No. 3 - Computer Curriculum Corporation 10001 Self-Source Statement with respect to the hardware configurations, proprietary educational software and publications, including 8000 hardware.

Exhibit No. 4 - letter from Computer Curriculum Corporation re turnkey solution by self source vendor.

Exhibit No. 5 - Sargent Technologies Group lab cost quote 493 and 494 for Roosevelt Elementary School, including identification of items donated.

Exhibit No. 6 - a letter from CBTBC confirming donation of computer hardware for Professed Site Learning Lab at School of Hope.

Exhibit No. 7 - letter of Government Capital Corporation for lease-purchase agreement, School of Hope confirming donation from CBTBC.

Exhibit No. 8 - quotation for New Hope School for Adult Basic Education software and lab.

Exhibit No. 9 - quotation from CBTBC for School of Hope for Numerical Skills hardware and maintenance.

Exhibit No. 10 - Computer Curriculum Corporation quote for Upper Peoria Cooper School and Simpson Elementary School.

Exhibit No. 11 - Government Capital Corporation Purchase Order dated September 28, 1987 to Dell Computer for Reagan Elementary.

Exhibit No. 12 - Government Capital Corporation Purchase Order dated September 28, 1987 to Computer Curriculum Corporation for Simpson Elementary.

Exhibit No. 13 - Computer Curriculum Corporation summary page for Simpson Elementary showing breakdown of costs.

Exhibit No. 14 - letter of Government Capital Corporation concerning lack of need for Board Commission Approval.

Exhibit No. 15 - Addendum to Municipal Lease-Purchase Agreement between Government Capital Corporation and Points Cooper Parish School Board dated as of July 28, 1995.

Exhibit No. 16 - Addendum to Municipal Lease-Purchase Agreement between Government Capital Corporation and Points Cooper Parish School Board dated as of September 29, 1995.

Exhibit No. 17 - Addendum to Municipal Lease-Purchase Agreement between Government Capital Corporation and Points Cooper Parish School Board dated as of July 25, 1996.

Exhibit No. 18 - Addendum to Municipal Lease-Purchase Agreement between Government Capital Corporation and Points Cooper Parish School Board dated as of August 27, 1997.

PURCHASE OF COMPUTER LABS

In reviewing the draft of the report, it was surprising to find the exceptions concerning the acquiring by the Points Cooper Parish School Board of various maricanism computer laboratories in 1995, 1996, and 1997. In the exit interviews conducted on July 28, 1998, there was no mention of any problems or difficulties concerning the acquisition of these important learning tools. Nevertheless, we will attempt to clarify on a year-by-year basis the purchase of such teaching materials.

In 1995, the Points Cooper Parish School Board made arrangements for the acquisition of two computer labs at Rosenwald Elementary School utilizing Title I Funds; and a demonstration laboratory and related curriculum for adult education at the School of Hope. The two laboratories for Rosenwald Elementary School cost \$142,506.00. As evidenced by the attached quotations of Margera Technology Group (Exhibit 5), the computers and server and other hardware or equipment were donated by Margera and only the software, installation, and training were cost items to the School Board. Since that software was copyrighted and licensed, it was treated as "sole source" items and consequently there was no need for advertising for bids. (See Exhibit 11.

For the School of Hope, COTREC donated the computer hardware in order to create a demonstration laboratory. (Exhibits 6,7). The maricanism software programs chosen by the educators for use with the

Dr. Daniel S. Kyle
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donated hardware were the Adult Basic Education Program Plus GED Laboratory and The Essential Skills Laboratory. Both software programs were "sole source" items, so no bidding was required.

Exhibit 4 is the quotation for the Adult Basic Education Plus GED Laboratory. The only items in such quotation exceeding the threshold amount for bids were the 32 desks and chairs, and it appears that neither the chairs alone nor the desks alone exceeded \$18,000.00. Accordingly, bidding would not have been required.

Exhibit 5 is the quotation for the Essential Schools Laboratory. Again, it should be noted that there is no cost for the computer hardware. Though the quotation listed a cost for the CENTAC interactive system (which might be considered hardware), that cost was specifically designed for use with the CENTAC system and was only available from CENTAC. It was another "sole source" item. Furthermore, the cost of the unit (\$9,970.00) was below the amount requiring public bids.

In 1986, the school board installed computer-based curriculum programs at Upper Pointe Coopers Elementary School and Morganza Elementary School. The software utilized in both computer labs was "sole source" copyrighted and licensed software, as set forth in letters of Incent Learning and Computer Curriculum. (Exhibits 2 and 3). In addition, the hardware used to run such software was marketed by Bell Corporation. (See Exhibit 10). It was presumed by the school system that such hardware was purchased directly from Bell, which had a state contract at the time. Though it was subsequently discovered that the computers were actually purchased from Bell by the software companies, representatives of Bell have informed Dr. Lee that state contract prices were utilized. Also, the need to have one vendor handling all items (including the computers) is supported by the Letter of Computer Curriculum Corporation (Exhibit 6).

In 1987, the Pointe Coopers Parish School Board acquired a 20 Station computer-aided instruction lab for the Morganza School from Computer Curriculum Corporation. Again, the laboratory was a sole source item (Exhibit 7), so bidding was not required. In addition, it is noted that the hardware (consisting of the computer stations and server) was acquired from Bell Corporation, which was on state contract. The various necessary items purchased from Computer Curriculum cost less than \$1,000, (Exhibits 11 and 12), so there were no requirements to have advertised for bids for these items. The total Computer Curriculum Corporation hardware cost was only \$11,427.00. (See Exhibit 12). This was less than

Dr. Daniel G. Ryde
Legislative Auditor
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the amount required to be bid as of September 29, 1997, when the purchase order was issued. (See Exhibit 21).

In connection with the arrangements for the financing of these laboratories, the Trinity College Parish School Board utilized the services of Government Capital Corporation. The attorney for the school board issued an opinion that the School Board had complied with the requirements of law, including the fact that lease purchase documents were not required to be submitted to the State Bond Commission for approval since they contained non-appropriation clauses and did not contain anti-substitution clauses. Government Capital Corporation has furnished a letter dated September 21, 1998 as to its understandings of the lack of need for State Bond Commission approval of its lease purchase form. (Exhibit 24). It should also be mentioned that, according to representatives of Government Capital Corporation, it has similar financing agreements in place with numerous other public bodies and, most recently, with LRT. We are not aware that State Bond Commission permission has ever been previously required for a lease-purchase of this nature.

From subsequent conversations with representatives of your office, it was learned that the State Bond Commission has some objection to other wording in the Government Capital Corporation lease purchase form. The Government Capital Corporation has indicated that it has no problem with deleting from its lease-purchase agreements with the Trinity College Parish School Board the language which now apparently troubles the State Bond Commission. Please find attached Exhibits 25, 26, 27 and 28 a copy of the addendum to each lease-purchase agreement in question which adds the troubling language.

As a result of the above, it is suggested that the comments involving any violation of the Public Bid Law and the comments concerning the lease purchase form should be removed from the final report or, at least, modified to reflect the additional information provided herein.

SUPERINTENDENT'S SPEAKING ENGAGEMENTS

The preliminary draft of the audit report finds that Superintendent Lee was compensated for fifteen speaking engagements which took place during normal School Board work hours and that he did not take annual leave on the occasion of such engagements. Dr. Lee feels that he was serving as an "ambassador" to the school system when he made these presentations in that he was introduced as the Superintendent of Schools

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for Sainte Coepee Parish and frequently referenced in his presentations the positive steps being taken in education in Sainte Coepee Parish. His School Board members were aware that he frequently spoke in and out of the parish, and he only claimed mileage reimbursement when he conducted other School Board business in the same locals before or after his speaking engagements.

Nevertheless, Dr. Lee is concerned about even the appearance of impropriety. Accordingly, he will not further contest this finding but will, instead, reimburse the school system for the \$542.00 received for his travel and will take annual leave for the "approximately eighty-five (85) School Board hours" he missed while making such presentations. We hope that these actions are sufficient to allow your office to reflect that this finding has been rectified.

CONCLUSION

Again, we want to thank you and your staff for your cooperation and assistance in this matter. We hope that the information provided herein will convince you that the preliminary findings of your staff should be modified. If you need any additional information as a result of our responses, please do not hesitate to contact this office.

Respectfully,



ROBERT L. HAMMOND

RLR/ksr

cc: Dr. David E. Lee