Centerville, Louisiana

September 9, 2021

# PUBLIC HEARING

            The St. Mary Parish School Board held a public hearing on Thursday, September 9, 2021, at 4:45 p.m., in the Evans Medine Meeting Room at the Central Office Complex in Centerville, Louisiana, to receive input from the general public on the consolidated budget for the year ending June 30, 2022, including the general fund, special revenue funds, and all other funds of the St. Mary Parish School Board.  This consolidated budget is available for public viewing at any time at the Central Office Complex, 474 Highway 317, Centerville, Louisiana. Roll call was recorded as follows:

**Present:** Mr. Joseph C. Foulcard Jr., Ms. Sylvia K. Lockett, Mrs. Pearl B. Rack, Mrs. Ginger S. Griffin, Ms. Marilyn P. LaSalle, Mr. Michael E. Taylor, Mr. Dwight D. Barbier, Mrs. Alaina L. Black, Mr. Roland H. Verret, Mr. Kenneth E. Alfred.

**Absent:** Mr. Wayne J. Deslatte.

            President Alfred called for public input from the audience and there was no response.  The floor was then opened for comments from Board Members and with there being none, the public hearing adjourned by a motion from Mrs. Griffin and a second from Mrs. Black.

# REGULAR SESSION

 The St. Mary Parish School Board met in regular session on Thursday, September 9, 2021, at 5:00 p.m., in the Evans Medine Meeting Room at the Central Office Complex in Centerville, Louisiana, with the following members answering to roll call:

**Present:** Mr. Joseph C. Foulcard Jr., Ms. Sylvia K. Lockett, Mrs. Pearl B. Rack, Mrs. Ginger S. Griffin, Ms. Marilyn P. LaSalle, Mr. Michael E. Taylor, Mr. Dwight D. Barbier, Mrs. Alaina L. Black, Mr. Roland H. Verret, Mr. Kenneth E. Alfred.

**Absent:** Mr. Wayne J. Deslatte.

## Invocation and the Pledge of Allegiance

 Mrs. Bergeron gave the Invocation and led the Pledge of Allegiance to the Flag of the United States of America.

## Introduction of Students and Employees of the Month

 Principal Dawn Chaisson introduced 5th grader Evelyn Hernandez as student of the month at W. P. Foster Elementary School. Joining her this evening are her parents, and her little sister. Evelyn was born in Texas and soon after moved to Franklin. She entered W. P. Foster Elementary School as a kindergarten student and has remained throughout her elementary years. During that time, Evelyn has excelled academically and maintained a 4.0 grade point average, she was Word-Millionaire and a member of the Pride Club. Her favorite subject is math, but she likes them all. She loves being at school with her friends, and she enjoys drawing in her spare time. Evelyn says she has not decided on what college she wants to attend, but she plans to be an engineer. She is an amazing person and always willing to help others.

 Principal Dawn Chaisson introduced SEL Coach Amy Leblanc, who was chosen by her peer at W. P. Foster Elementary School as employee of the month. She is accompanied by her husband, two of her children, and father. Ms. Leblanc was born and raised in Franklin and returned upon completion of college. She attended Louisiana State University (LSU) and graduated with a bachelor's degree in psychology and a master's in social work. She then went on to earn her teaching certification at Nicholls State University. Ms. Leblanc taught elementary students for 13 years. This school year she is combining her teaching skills with her psychology and social work degrees, and has taken on the new role of SEL Coach. Her goals for leaving the classroom were to use her knowledge of child development and human behavior, combined with her experience in the classrooms to create a positive impact on our school and classroom community. Principal Chaisson stated that Ms. Leblanc is truly an asset to W. P. Foster Elementary School, and she is truly appreciated for her hard work and dedication.

**Julia B. Maitland Elementary School:**

 Principal Tonia Verrette introduced 5th grader Raegan Miller as student of the month at Julia B. Maitland Elementary School. She is accompanied tonight by her mother, brother, and grandparents. Raegan aspires to one day become an actress. She loves to dance, do gymnastics, and write, which will definitely help her become that future actor. Raegan's a nurturing child who loves to take care of her siblings, and she just loves being a big sister. She adores when her teachers make learning fun, and one of her goals this year is to read more chapter books, and to tackle those challenging math problems. Raegan is a sweet, intelligent, and nurturing young lady, who deeply loves God and her family. Principal Verrette proudly announced Raegan Miller as J. B. Maitland’s fifth grade student of the month.

 Principal Tonia Verrette introduced 3rd grade teacher, Shemera Francis as employee of the month at Julia B. Maitland Elementary School. She is accompanied tonight by her husband. Mrs. Francis is a third-grade math, science, and social studies teacher, who has been a major asset to Julia B. Maitland Elementary School since mid-year of January 2007. She is a faculty leader, and she serves on the school's leadership team and does a fantastic job of organizing and promoting faculty and staff incentives. She is admired by her peers and staff because of her ability to reach all students, and her willingness to accept any challenges she faces. She sets high expectations for her students, and she always strives to see them reach their full potential. She is a great listener and very supportive of all the faculty members and staff, as well as her students. When not at school, she is usually organizing specialized events for people around her, and those who know of her great abilities. She is just an all-around educator, who St. Mary should be proud to have called their own all these years of her services. Mrs. Francis is always an absolute joy to have around, due to her amazing personality and her ability to adapt to any situation. Principal Verrette proudly announced Mrs. Shemera Francis as Julia B. Maitland’s employee of the month.

## Approval of Amended Agenda.

 Mr. Taylor made a motion and Ms. Lockett made a second to approve the amended agenda, as presented. All in favor and the motion carried.

## Approval of Official School Board Minutes.

 Mrs. Griffin offered the motion and Mrs. LaSalle offered the second to approve the official school board minutes from the regular meeting held on August 12, 2021, as presented. All in favor and the motion carried.

**Approval of Consent Agenda.**

 President Alfred stated that Board Members can remove any of the items on the consent agenda for further discussion in the regular proceedings. Superintendent Bagwell read aloud the items on the consent agenda as follows:

## New Business

### Personnel:

**Item 1.** \*Approve job descriptions for:

 A. Cued Speech Transliterator/Sign Language Interpreter (Newly Created)

 B. School Counselor

**Item 3.** \*Approve banking resolutions authorizing signatories at various schools as

a result of recent appointments.

**Item 11.** \*Request for Disposal and Weeding of Library Materials for the 2021-2022

school year.

 Mr. Barbier requested to pull agenda item 4 and 13 from the Consent Agenda and move to Business Affairs for further discussion.

Mrs. Rack made a motion and Mr. Barbier made a second to approve the items on the Consent Agenda as presented by Dr. Bagwell, with the exclusion of agenda item 4 and 13, which moved to Business Affairs for further discussion. All in favor and the motion carried.

## Business Affairs

**Item 2.** Proclamation(s):

 A. Red Ribbon Week (October 22-October 31, 2021)

 Mrs. Everitt proudly announced that Red Ribbon Week has been active for over 30 years in St. Mary Parish. Several activities have been scheduled for Red Ribbon Week beginning on October 22-October 31, 2021. Mrs. Everitt asked that Board to declare October 22-October 31,2021 as “Red Ribbon Week.”

 Ms. LaSalle offered a motion and Mr. Barbier offered the second to approve the Proclamation for Red Ribbon Week (October 22-October 31, 2021). All in favor and the motion carried.

**PROCLAMATION**

**WHEREAS,** ALCOHOL AND OTHER DRUG ABUSE HAVE REACHED EPIDEMIC STAGES; AND,

**WHEREAS,** IT IS IMPERATIVE THAT VISIBLE, UNIFIED PREVENTION EDUCATION EFFORTS CONTINUE TO BE UTILIZED TO ELIMINATE THE DEMAND FOR DRUGS; AND,

**WHEREAS,** FOR OVER 30 YEARS IN ST. MARY PARISH, THE RED RIBBON HAS BEEN A SYMBOL OF OPPOSITION TO DRUG USE AND ALCOHOL ABUSE; AND,

**WHEREAS,** A PARISH-WIDE RED RIBBON CAMPAIGN WILL BE CELEBRATED IN ST. MARY PARISH DURING DRUG-FREE WEEK, ***OCTOBER 22 – OCTOBER 31, 2021;*** AND,

**WHEREAS,** BUSINESS, GOVERNMENT, LAW ENFORCEMENT, SCHOOLS, RELIGIOUS INSTITUTIONS, SERVICE ORGANIZATIONS, YOUTH, MEDICAL, SENIOR CITIZENS, MILITARY, SPORTS TEAMS, AND INDIVIDUALS WILL DEMONSTRATE THEIR COMMITMENT TO DRUG-FREE, HEALTHY LIFESTYLES BY WEARING AND DISPLAYING RED RIBBONS DURING THIS WEEK-LONG CAMPAIGN; AND,

**WHEREAS,** THE ***ST. MARY PARISH SCHOOL BOARD*** COMMITS ITS RESOURCES TO ENSURE THE SUCCESS OF THE ST. MARY PARISH RED RIBBON CAMPAIGN;

**NOW, THEREFORE BE IT RESOLVED,** THAT THE ***ST. MARY PARISH SCHOOL BOARD*** DOES HEREBY SUPPORT ***OCTOBER 22 – OCTOBER 31, 2021***, AS RED RIBBON DRUG-FREE WEEK, AND ENCOURAGES ITS CITIZENS TO PARTICIPATE IN DRUG AWARENESS AND DRUG EDUCATION ACTIVITIES, MAKING A VISIBLE STATEMENT THAT WE ARE STRONGLY COMMITTED TO DRUG-FREE, HEALTHY LIFESTYLES.

**BE IT FURTHER RESOLVED,** THAT THE ***ST. MARY PARISH SCHOOL BOARD*** ENCOURAGES ALL CITIZENS TO CELEBRATE OVER 30 YEARS OF RED RIBBON IN ST. MARY PARISH AND SUPPORT THE 2021 CAMPAIGN THEME:

 **“IT’S NOT ABOUT FITTING IN. IT’S ABOUT STANDING OUT! BE DRUG-FREE!”**

 **B. Bullying Prevention Month (October)**

Mrs. Everitt asked the Board to proclaim the month of October as “Bullying Prevention Month.”

 Ms. Lockett made a motion and Mr. Verret made a second to approve the Proclamation for Bullying Prevention Month (October). All in favor and the motion carried.

BULLYING PREVENTION PROCLAMATION

**WHEREAS,** school bullying has become an increasingly significant problem in the United States; and

**WHEREAS,** over 160,000 children in kindergarten through twelfth grades miss school every day for fear of being bullied; and,

**WHEREAS,** almost one in three children nationwide is affected by bullying either as a bully, victim, or bystander; and,

**WHEREAS,** the effects ofbullying can have devastating and life-threatening consequences including depression and suicide; and

**WHEREAS,** the St. Mary Parish School Board in accordance with ACT 861 – The Tesa Middlebrook Anti-Bullying ACT has developed a policy on anti-bullying to *encourage* positive behaviors and *eliminate* bullying behaviors; and

**WHEREAS,** the St. Mary Parish School District is committed to promoting a safe, secure, welcoming, and friendly school climate conducive for teaching and learning and will thus exhaust all its efforts in putting an end to all forms of bullying on all of its school campuses; and

**Now therefore be it resolved** that the **St. Mary Parish School Board** does hereby join the nation in recognizing the month of October as ***Bully Prevention Month***, as a symbol of our commitment to the year-round struggle against bullying.

 C. National School Lunch Week (October 11-15, 2021)

Mrs. Guarisco stated whether it is rain or shine, pandemic or hurricane, food shortage or worker shortage, child nutrition employees continued to serve well balanced nutritious meals, dedicated to the health and academic achievement of students. St. Mary Schools continued to participate in the National School Lunch Program, which has served our nation for over 75 years. Mrs. Guarisco asked the Board to make a motion to proclaim the week of October 11-15, 2021 as National School Lunch Week.

 Mrs. Rack offered a motion and Mr. Barbier made a second to approve National School Lunch Week (October 11-15, 2021). All in favor and the motion carried.

National School Lunch Week Official Proclamation

WHEREAS The National School Lunch Program has served our nation admirably for 75 years through advanced practices and nutrition education; and

WHEREAS the National School Lunch program is dedicated to the health and academic achievement of our nation’s children, and

WHEREAS recent research shows students are receiving their healthiest meals at school; and there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs.

NOW THEREFORE the St. Mary Parish School Board does hereby proclaim the week of October 11-15, 2021, as NATIONAL SCHOOL LUNCH WEEK and all residents are encouraged to become aware of the benefits of the National School Lunch Program and support good nutrition habits for their children, in hopes of achieving a more healthful citizenry for today and the future.

I, undersigned President and Secretary of St. Mary Parish School Board, do hereby certify that the above and foregoing is a true copy of a proclamation adopted at its regular Board Meeting on September 9, 2021, at which time a quorum was present and that same is in full force and effect.

**Item 4.** Permission to submit the Annual Financial Report (AFR) to the State of Louisiana

Department of Education for the year ending June 30, 2021

 Mr. Perry indicated that the Annual Financial Report (AFR), which determines the MFP funding is due by September 30th to the state. He asked the Board to grant permission to submit the Annual Financial Report (AFR) for year ending June 30, 2021.

 Mr. Barbier made a motion and Mrs. Griffin made a second to grant permission to submit the Annual Financial Report (AFR) to the State of Louisiana Department of Education for the year ending June 30, 2021.

**Item 5.** Receive update on healthcare renewal and take appropriate action.

 On behalf of Mr. James Perez in his absence, Mr. Perry indicated Mr. Perez is working between two large insurance groups and Hurricane Ida has delayed the progress of the renewal negotiations. Hopefully, Mr. Perez will have a report before next month’s meeting. With there being nothing to report, no action was needed from the Board.

**Item 6.** Approve resolution adopting operating budget of revenues and expenditures for fiscal

year ending June 30, 2022.

 Mr. Perry provided the Board with a consolidated budget book on the general funds, special revenue funds for the maintenance districts, and food service funds for fiscal year ending June 30, 2022. Mr. Perry asked the Board to approve the resolution.

 Mrs. Griffin made a motion and Mr. Foulcard made a second to approve resolution adopting operating budget of revenues and expenditures for fiscal year ending June 30, 2022. All in favor and the motion carried.

ST. MARY PARISH SCHOOL BOARD

A Resolution adopting an Operating Budget of Revenues and Expenditures for the fiscal year beginning July 1, 2021 and ending June 30, 2022

BE IT RESOLVED BY THE BOARD MEMBERS OF THE ST. MARY PARISH SCHOOL BOARD in regular session convened that:

 SECTION 1. The attached detailed estimate of Revenues by Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022, be and the same is hereby adopted to serve as an Operating Budget of Revenues for the School

Board, during the same period.

 SECTION 2. The attached estimates of Expenditures by Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022, be and the same is hereby adopted to serve as a budget of Expenditures for the School Board, during the same period.

 SECTION 3. The adoption of this Operating Budget of Expenditures be and the same is hereby declared to operate as an appropriation of the amount therein set forth within the terms of the budget classification.

 SECTION 4. The chief executive and administrative officers of the political subdivision have the authority to make changes within various budget classifications without approval by the governing authority, as well as those powers reserved solely to the governing authority.

PASSED AND ADOPTED AT CENTERVILLE, LOUISIANA, ON THE 9th DAY OF September , 2021.

**Item 7.** Approve resolution confirming the sale of ($11,500,000) General Obligation School Refunding Bonds, Series 2021, of the Fifth Ward Special School District No. 1 of the Parish of St. Mary and providing for other matters in connection therewith.

 On behalf of Mr. Jason Akers in his absence, Mr. Perry stated that a representative of Foley and Judell could not be in attendance, due to the affected areas caused by Hurricane Ida. Mr. Perry reported that the resolution presented in the Board packet reflects the maximum sale amount of $11,500,000. However, the resolution confirming sale was completed at 12:30 p.m. today for the amount of $9,685,000. Mr. Perry reminded the Board that this is only a refunding of existing debt with no cost to the Board, which was acquired to build Patterson Junior High School. The expectation of this refunding bond would be to lower the principal or the interest rate payments over a period of time, which can result in a savings to the taxpayers. He asked the board to approve the resolution in the amount of $9,685,000.

Mrs. Griffin made a motion and Mrs. Rack made a second to approve resolution confirming the sale of ($9,685,000) General Obligation School Refunding Bonds, Series 2021, of the Fifth Ward Special School District No. 1 of the Parish of St. Mary and providing for other matters in connection therewith. All in favor and the motion carried.

The following resolution was offered by Mrs. Ginger S. Griffin and seconded by Mrs. Pearl B. Rack:

**RESOLUTION**

A resolution confirming the sale of $9,685,000 General Obligation School Refunding Bonds, Series 2021, of Fifth Ward Special School District No. 1 of the Parish of St. Mary, State of Louisiana; and providing for other matters in connection therewith.

 **WHEREAS**, pursuant to the terms of the Bond Resolution, the Secretary of the Parish School Board of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as the governing authority of Fifth Ward Special School District No. 1 of the Parish of St. Mary, State of Louisiana (the "Issuer") has agreed to the sale of $9,685,000 of Taxable General Obligation School Refunding Bonds, Series 2021 (the "Bonds") of the Issuer and has executed the Bond Purchase Agreement as authorized by the Bond Resolution; and

 **WHEREAS**, a copy of the completed Bond Purchase Agreement is attached hereto as **Exhibit A**; and

 **WHEREAS**, this Governing Authority hereby finds and determines that the terms of the Bonds are within the parameters permitted by the Bond Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Parish School Board of the Parish of St. St. Mary, State of Louisiana, acting as the governing authority of Fifth Ward Special School District No. 1 of the Parish of St. Mary, State of Louisiana, that:

SECTION 1. **Ratification of Bond Purchase Agreement.** The Bond Purchase Agreement has met the parameters set forth in the Bond Resolution and accordingly, its execution is hereby recognized and approved.

SECTION 2. **Official Statement.** The Issuer approves the form and content of the final Official Statement and hereby approves its execution by the Executive Officers of the Issuer and approves and authorizes delivery of such final Official Statement to the Underwriter (as defined in the Bond Resolution) for use in connection with the public offering of the Bonds.

 SECTION 3. **Bond Insurance**. This Governing Authority hereby makes the findings required by Section 505 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, of the benefit from entering into a contract with Assured Guaranty Municipal Corp. for the acquisition of a Municipal Bond Insurance Policy for the Bonds, and said contract and the acquisition of said Policy are hereby accepted and approved.

SECTION 4. **Recitals**. All resolutions, or parts thereof, in conflict herewith are hereby repealed.

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

 **YEAS:** Mr. Joseph C. Foulcard Jr., Ms. Sylvia K. Lockett, Mrs. Pearl B. Rack, Mrs. Ginger S. Griffin, Ms. Marilyn P. LaSalle, Mr. Michael E. Taylor, Mr. Dwight D. Barbier, Mrs. Alaina L. Black, Mr. Roland H. Verret, Mr. Kenneth E. Alfred.

**NAYS:** None

**ABSENT:** Mr. Wayne J. Deslatte.

**ABSTAIN**: None

 And the resolution was declared adopted, on this, the 9th day of September, 2021.

 /s/ Dr. Teresa T. Bagwell /s/ Kenneth E. Alfred

 Secretary President

 **EXHIBIT A**

 **BOND PURCHASE AGREEMENT**

**$9,685,000**

**TAXABLE GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2021**

**FIFTH WARD SPECIAL SCHOOL DISTRICT NO. 1**

**OF THE**

**PARISH OF ST. MARY, LOUISIANA**

September 9, 2021

Parish School Board

Parish of St. Mary, State of Louisiana

1. O. Box 170

Centerville, Louisiana 70522 Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), offers to enter into this agreement with the Fifth Ward Special School District No. 1 of the Parish of St. Mary, Louisiana (the "Issuer), which, upon your acceptance of this offer, will be binding upon the Issuer and upon the Underwriter.

This offer is made subject to your acceptance of this agreement on or before 11:59 p.m., New Orleans Time, on this date, which acceptance shall be evidenced by your execution of this Bond Purchase Agreement on behalf of the Issuer as a duly authorized official thereof.

Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Bond Resolution (as defined below).

* 1. **The Bonds**. Upon the terms and conditions and the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the above-captioned bonds of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in **Schedule I** hereto (the "Purchase Price"). Such Purchase Price shall be paid at the Closing (hereinafter defined) in accordance with Section 7 hereof. The Bonds are to be issued by the Issuer, acting through the Parish School Board of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), under and pursuant to, and are to be secured and payable as set forth in a resolution adopted by the Governing Authority on August 12, 2021 (the "Bond Resolution"). The Bonds are issued pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), for the purpose of refunding all of the Issuer's outstanding General Obligation School Bonds, Series 2014 maturing on March 1 in the years 2029 through 2034, inclusive (the "Refunded Bonds"), and paying the costs of issuance of the Bonds. The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **Schedule II** attached hereto. The scheduled payment of principal and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy (the "Insurance Policy") to be issued concurrently with the delivery of the Bonds by Assured Guaranty Municipal Corp. (the "Insurer").

A portion of the proceeds of the Bonds will be deposited with Argent Trust Company, N.A., in the City of Ruston, Louisiana (the "Escrow Agent"), and invested pursuant to the Defeasance and Escrow Deposit Agreement dated as of September 1, 2021, between the Issuer and the Escrow Agent (the "Escrow Agreement") and applied to the payment of principal and interest on the Issuer’s outstanding Refunded Bonds.

 2. **Representations of Underwriter**. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement. The Underwriter agrees to execute and deliver to the Issuer at Closing a certificate substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary.

 3. **Representative**. The individual signing on behalf of the Underwriter below is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

 4. **Preliminary Official Statement and Official Statement**. The Issuer hereby ratifies and approves the lawful use of the Preliminary Official Statement, dated August 27, 2021, relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof and authorizes and approves the Official Statement and other pertinent documents referred to in Section 8 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the Preliminary Official Statement. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12 (the "Rule") under the Securities Exchange Act of 1934, as amended.

The Issuer has delivered a certificate to the Underwriter, dated August 13, 2021, to evidence compliance with the Rule to the date hereof, a copy of which is attached hereto as **Exhibit B**.

The Issuer, within seven (7) business days of the date hereof, shall deliver to the Underwriter sufficient copies of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officer(s) of the Governing Authority (the "Official Statement"), as the Underwriter may reasonably request as necessary to comply with paragraph (b)(4) of the Rule, with Rule G-32 and with all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB").

The Issuer hereby covenants that, if during the period ending on the 25th day after the "End of the Underwriting Period" (as defined in the Rule), or such other period as may be agreed to by the Issuer and the Underwriter, any event occurs of which the Issuer has actual knowledge and which would cause the Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter in writing, and if, in the reasonable opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. If such notification shall be given subsequent to the date of Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

 5. **Additional Requirements of the Issuer and Underwriter.** The Underwriter agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Issuer as required herein, with the MSRB through the operation of the Electronic Municipal Market Access repository within one (1) business day after receipt from the Issuer, but by no later than the date of Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with the applicable MSRB Rules, and shall maintain such books and records as required by MSRB Rules with respect to filing of the Official Statement. If an amended Official Statement is prepared in accordance with Section 4 during the "new issue disclosure period" (as defined in the Rule), and if required by applicable SEC or MSRB Rule, the Underwriter also shall make the required filings of the amended Official Statement.

The Issuer covenants and agrees to enter into a Continuing Disclosure Certificate to be dated the date of Closing (the "Continuing Disclosure Certificate") constituting an undertaking (an "Undertaking") to provide ongoing disclosure about the Issuer for the benefit of Bondholders as required by the Rule, in the form as set forth in the Preliminary Official Statement, with such changes as may be agreed to by the Underwriter.

 6. **Representations of the Issuer**. The Issuer hereby represents to the Underwriter as follows:

* + 1. The Issuer has duly authorized, or prior to the delivery of the Bonds the Issuer will duly authorize, all necessary action to be taken by it for (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval and signing of the Official Statement by a duly authorized officer of the Issuer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Escrow Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Resolution;
		2. The information contained in the Preliminary Official Statement does not contain any untrue statement of material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the information to be contained in the Official Statement, as of its date and the date of Closing, will not contain any untrue statement of material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading;
		3. To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Resolution or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement, except as disclosed in the Official Statement;
		4. The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Escrow Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any (i) statute, indenture, ordinance, resolution, mortgage or other agreement by which the Issuer is bound; (ii) provisions of the Louisiana Constitution of 1974, as amended; or (iii) existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;
		5. All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Resolution, the Escrow Agreement, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;
		6. The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction, qualify as a foreign corporation or file any general or specific consents to service of process under the laws of any state, or submit to the general jurisdiction of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation or covenant made by the Issuer; and
		7. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter’s primary role, as an underwriter, is to purchase the Bonds for resale to investors, and the Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or as a fiduciary of or to the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds.

7. **Delivery of, and Payment for, the Bonds**. At 10:30 a.m., New Orleans Time, on or about September 29, 2021, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), duly executed and registered by Argent Trust Company, in the City of Ruston, Louisiana (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond Resolution to be provided by the Issuer to refund the Refunded Bonds and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds to the Escrow Agent for the account of the Issuer.

Delivery of the Bonds as aforesaid shall be made at the offices of Foley & Judell, L.L.P., in New Orleans, Louisiana ("Bond Counsel"), or such other place as may be agreed upon by the Underwriter and the Issuer. Such delivery against payment of the Purchase Price therefor at the time listed above is herein called the "Closing". The Bonds will be delivered initially as fully registered bonds, one bond representing each CUSIP number of the Bonds, and registered in such names as the Underwriter may request not less than three business days prior to the Closing (or if no such instructions are received by the Paying Agent, in the name of the Underwriter).

8. **Certain Conditions To Underwriter's Obligations**. The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

1. At the time of Closing, (i) the Bond Resolution shall have been adopted and the Escrow Agreement shall have been executed and delivered in the form approved by the Underwriter, each shall be in full force and effect, and neither shall have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Bonds shall have been approved by the State Bond Commission and shall have been duly authorized, executed, authenticated and delivered, (iii) the Issuer shall perform or have performed all of its obligations under or specified in any instruments or documents related to the Bonds (collectively, the "Bond Documents") to be performed by it at or prior to the Closing and the Underwriter shall have received evidence thereof, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances or resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and
2. At or prior to the Closing, (i) the Underwriter shall have received each of the following:
	1. the approving opinion of Bond Counsel, dated the date of the Closing, in the form attached to the Official Statement;
	2. a supplemental opinion of Bond Counsel in substantially the form attached as **Exhibit C** hereto, dated the date of the Closing, addressed to the Issuer and the Underwriter;
	3. certificates of the Issuer dated the date of the Closing, executed by authorized officers in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations of the Issuer herein and in the other Bond Documents are true and correct in all material respects as of the date of the Closing, (b) all obligations required under or specified in this Bond Purchase Agreement or in the other Bond Documents to be performed by the Issuer on or prior to the date of the Closing have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Bond Documents to which the Issuer is a party which are to have been performed and complied with by the Issuer by the date of the Closing, and (d) the Issuer's execution of and compliance with the provisions of the Bond Documents will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any other agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;
	4. the Official Statement, together with any supplements or amendments thereto in the event it has been supplemented or amended, executed on behalf of the Issuer by the duly authorized officer(s) thereof;
	5. a specimen of the Bonds;
	6. certified copies of the Bond Ordinance and all other actions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;
	7. a certificate of the Paying Agent as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer;
	8. a letter with respect to the Bonds, dated the date of Closing, of Bingham Arbitrage Rebate Services, to the effect that it has verified the accuracy of the mathematical computations of the adequacy of the maturing principal amounts of the obligations to be deposited in the Escrow Fund, together with the interest earned and to be earned thereon and uninvested cash, if any, to be held by the Escrow Agent to pay when due the principal and interest on the Refunded Bonds on the dates and in the amounts provided in the Escrow Agreement;
	9. a copy of the Insurance Policy and documents related thereto as may be required by Bond Counsel and the Underwriter, including but not limited to an opinion of counsel to the Insurer in form and substance reasonably satisfactory to the Underwriter and its counsel;
	10. a rating letter from S&P Global Ratings, acting through Standard & Poor’s Financial Services LLC, providing for the following rating(s) on the Bonds:
		* Insured: "AA"/ Stable outlook
		* Underlying: "A"/ Stable outlook
	11. other certificates of the Issuer required in order for Bond Counsel to deliver the opinions referred to in Sections 8(b)(i)(1) and 8(b)(i)(2) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each; and
	12. executed copies of each of the Bond Documents not listed above in this Section 8(b)(i).

(ii) All such opinions, certificates, letters, agreements and documents under Section 8(b)(i) will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

9. **Effect of Termination**. If the Issuer shall be unable to satisfy one or more of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and any such condition is not waived by the Underwriter, or if this Bond Purchase Agreement shall otherwise be terminated pursuant to Section 10 below, then the respective obligations hereunder of the Issuer and the Underwriter shall be cancelled and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except that the Issuer and the Underwriter shall pay their respective expenses as provided in Section 13 hereof. Notwithstanding the foregoing, in order for either party to terminate or cancel its obligation to purchase or sell the Bonds as set forth herein, it must notify the other party in writing of its election to do so not less than 48 hours before the time for the Closing set forth in Section 7 hereof.

10. **Termination by Underwriter**. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and terminate this Bond Purchase Agreement by written notice to the Issuer in accordance with Section 9 hereof, if, between the date hereof and the Closing, any of the following events shall occur: (i) legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or such legislation shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, except as may be described in the Official Statement, (ii) there shall exist any event which in the Underwriter's reasonable judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, (v) a general banking moratorium shall have been declared by either federal, Louisiana or New York state authorities, (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, (vii) any rating on the Bonds is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency, (viii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Resolution, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, (ix) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (x) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby.

11. **Reserved.**

12. **Survival of Representations**. All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

13. **Payment of Expenses**. (a) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incidental to the performance of its obligations hereunder, including but not limited to: (i) State Bond Commission fees; (ii) the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; (iii) the cost of the preparation of the printed Bonds; (iv) any rating agency fees; and (v) the fees and expenses of Bond Counsel, the Escrow Agent, the Paying Agent and any other experts or consultants retained by the Issuer.

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the cost of preparing and printing the blue sky and legal investment memoranda, if any; (iii) filing fees in connection with the aforesaid blue sky and legal investment memoranda; (iv) the cost of obtaining CUSIP numbers for the bonds; and (v) all other expenses incurred by the Underwriter (including the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with its public offering.

14. **Indemnification and Contribution**. (a) To the extent permitted by applicable laws, the Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages, liabilities or expenses, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds are required to be registered under the Securities Act of 1933, as amended, or that the Bond Resolution is required to be qualified under the Trust Indenture Act of 1939, as amended, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or in the Official Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

1. The Underwriter shall indemnify and hold harmless the Issuer and its officers and employees to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to written information relating to the Underwriter furnished by it specifically for inclusion in the Preliminary Official Statement and the Official Statement. This indemnity agreement will be in addition to any liability which the Underwriter may otherwise have. The Issuer acknowledges that the statements set forth under the heading "UNDERWRITING," in the Preliminary Official Statement and the Official Statement, constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in the Preliminary Official Statement or the Official Statement.
2. In case any proceeding (including any governmental investigation) shall be instituted by or against an indemnified party pursuant to paragraphs (a) or (b) above, such party shall promptly notify the indemnifying party against whom such indemnity may be sought in writing, and the indemnifying party upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate who are or may reasonably be foreseen to be a party in such proceeding and shall pay the fees and disbursements of such counsel to the extent allowed by appropriate law. Any separate counsel retained by such indemnified party shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm for each such indemnified party (to the extent clause (ii) of the preceding sentence is applicable), and that all such fees and expenses shall be reimbursed as they are incurred. The Underwriter in the case of parties indemnified pursuant to paragraph (b) shall discuss with the other indemnifying parties possible counsel and mutually satisfactory counsel shall be agreed upon. The indemnifying party shall not be liable for any settlement of any proceeding affected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify or reimburse the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

15. **Notices**. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70112.

16. **Parties**. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of either) and no other person shall acquire or have any right hereunder or by virtue hereof.

17. **Governing Law**. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

18. **General**. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

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 **SCHEDULE I**

**To Bond Purchase Agreement**

**Purchase Price**

Par Amount of Bonds: $9,685,000.00

Less: Underwriter's Discount: (0.800%) ($ 77,480.00)

Plus: Premium: $ 0.00

PURCHASE PRICE: $9,607,520.00

 **SCHEDULE II**

**To Bond Purchase Agreement**

**$9,685,000**

**TAXABLE GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2021**

**FIFTH WARD SPECIAL SCHOOL DISTRICT NO. 1**

**OF THE**

**PARISH OF ST. MARY, LOUISIANA**

The Bonds maturing March 1, 2032, and thereafter, are callable for redemption by the Issuer in full or in part at any time on or after March 1, 2031, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof and accrued interest to the date fixed for redemption. The Bonds are not required to be redeemed in the inverse order of maturity. The Bonds may be subject to mandatory redemption as set forth herein.

Official notice of such call of all or any portion of the Bonds for optional redemption, if any, shall be given by first class mail, postage prepaid, by notice deposited in the United States mails, or by accepted means of electronic communication, not less than twenty (20) days prior to the redemption date addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent. The notice provided for any optional redemption may provide that such optional redemption is conditioned upon the availability of funds therefor.

 **Exhibit A**

 **To Bond Purchase Agreement**

**CERTIFICATE OF UNDERWRITER**

**$9,685,000**

**TAXABLE GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2021**

**FIFTH WARD SPECIAL SCHOOL DISTRICT NO. 1**

**OF THE**

**PARISH OF ST. MARY, LOUISIANA**

This certificate is furnished by Raymond James & Associates, Inc., of New Orleans, Louisiana (the "Underwriter"), in connection with the purchase of $9,685,000 aggregate principal amount Taxable General Obligation School Refunding Bonds, Series 2021 (the Bonds), of Fifth Ward Special School District No. 1 of the Parish of St. Mary, Louisiana (the Issuer), at negotiated sale. The undersigned is duly authorized to execute this certificate on behalf of the Underwriter and has been fully apprised of the facts and circumstances forming the basis of this certificate. The undersigned hereby certifies as set forth below with respect to the sale and issuance of the Bonds:

1. The aggregate purchase price of the Bonds is $9,607,520.00, representing the sum of the aggregate principal amount of the Bonds equal to $9,685,000.00, less underwriters discount of $77,480.00.

2. The Underwriter further represents that, in our judgment, the present value of the bond insurance premium (the "Premium") paid to Assured Guaranty Municipal Corp. (the "Insurer") for issuing the bond insurance policy with respect to the Bonds is less than the present value of the interest estimated to be saved as a result of having such bond insurance. Present value, for this purpose, is computed by using the yield to maturity on the Bonds (with regard to the Premium) as the discount rate. The Premium was determined in an arm's length transaction and represents a reasonable charge for the transfer of credit risk. In addition, no portion of the Premium represents an indirect payment of costs of issuance, including rating agency fees, or the provisions of additional services by the Insurer or by others for the benefit of the Issuer.

The representations set forth in this certificate are limited to factual matters only. We are not engaged in the practice of law, and nothing in this certificate represents our interpretation of any laws. The foregoing information may not be relied upon by any other person for any other purpose.

September \_\_, 2021

 **RAYMOND JAMES & ASSOCIATES, INC.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  **Exhibit B**

 **To Bond Purchase Agreement**

 **EXHIBIT C**

**To Bond Purchase Agreement**

**FORM OF SUPPLEMENTAL OPINION**

\_\_\_\_\_\_\_\_\_, 2021

Raymond James & Associates, Inc.

New Orleans, Louisiana

Argent Trust Company

Ruston, Louisiana

Assured Guaranty Municipal Corp.

New York, New York

**$9,685,000**

**TAXABLE GENERAL OBLIGATION SCHOOL REFUNDING BONDS, SERIES 2021**

**FIFTH WARD SPECIAL SCHOOL DISTRICT NO. 1**

**OF THE PARISH OF ST. MARY, STATE OF LOUISIANA**

Under even date we have delivered our approving opinion in connection with the issuance of the captioned bonds (the "Bonds"). All terms not defined herein have the same meanings as in said approving opinion. We hereby advise each of you (other than the Issuer) that you may rely on our approving opinion relating to the Bonds as if such opinion were addressed to you. We further supplement said opinion and advise you that we are further of the opinion that:

1. The Issuer has approved the Official Statement, dated September 9, 2021 (the "Official Statement"), and the execution and delivery thereof to the Underwriter named therein.
2. To the best of our knowledge, the information contained in the Official Statement under the captions "INTRODUCTION", "SOURCES AND USES OF FUNDS", "THE BONDS", "PROVISIONS RELATING TO THE SECURITY FOR THE BONDS" and "TAX MATTERS" fairly and accurately summarize the material provisions of the Bonds and the documents, statutes, ordinances, constitutional provisions, regulations, rulings and opinions referred to therein. For the purposes of this paragraph, we have relied upon the accuracy of the information provided by the sources cited in such sections and appendices without undertaking an independent investigation thereof.
3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.
4. A portion of the funds derived from the issuance of the Bonds has been deposited in trust with the Escrow Agent in an Escrow Fund created pursuant to the Escrow Agreement for the purpose of providing moneys to pay the principal of and interest on the Refunded Bonds to their respective maturities and/or redemption dates, irrevocable provision having been made in the Resolution for the call for redemption of the Refunded Bonds on said date, and has been applied to the purchase of direct non-callable obligations of the United States of America and obligations unconditionally guaranteed by the United States of America (the "Escrow Securities") as provided in the Escrow Agreement. The principal of and interest on the Escrow Securities will provide sufficient moneys to pay when due the principal of and interest on the Refunded Bonds to their respective redemption dates, irrevocable provision having been made in the Resolution for the redemp­tion on said date of the Refunded Bonds. The Escrow Agreement has been duly authorized, executed and delivered by, and, assuming the due authorization and execution thereof by the Escrow Agent, constitutes a valid and binding obligation of, the Issuer.
5. Pursuant to the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds have been defeased and are deemed to be paid and are no longer considered to be outstanding under the provisions of the resolution authorizing their issuance (the "Refunded Bonds Resolution"); the covenants, pledges and obligations contained in the Refunded Bonds Resolution as they relate to the Refunded Bonds, including the pledge of the full faith and credit of the Issuer to the payment of the Refunded Bonds, have been discharged and the Refunded Bonds are no longer entitled to any benefits under the Refunded Bonds Resolution.

In rendering the opinions expressed in numbered paragraphs 4 and 5 with respect to the defeasance of the Refunded Bonds, we have made no independent mathematical verification regarding the sufficiency of the Escrow Fund for the payment of the required debt service on the Refunded Bonds to their respective redemption dates and have relied for purposes of this opinion upon the mathematical certification of Bingham Arbitrage Rebate Services Inc., of Richmond, Virginia, to the mathematical accuracy of the computations of such sufficiency.

It is to be understood that the enforceability of the Escrow Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that its enforceability may also be subject to the exercise of the sovereign police powers of the State of Louisiana, or its governmental bodies, and the exercise of judicial discretion in appropriate cases.

The opinions rendered herein are limited to the matters set forth herein. We are not passing upon the accuracy or completeness of the Official Statement. The opinions contained herein are based on existing law, which is subject to change, and are further based on factual representations made to us as of the date thereof. We assume no duty to update or supplement this letter to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in law that may thereafter occur or become effective. Our opinions contained herein are not a guarantee of a particular result and are not binding on any court or regulatory agency; rather, such opinions represent our professional judgment based on our review of existing law and in reliance on the representations and covenants relevant to such opinions.

No attorney-client relationship has existed or exists between our firm and the addressees hereof (other than the Issuer) in connection with the issuance of the Bonds or by virtue of this letter. This letter is delivered to the addressees for the sole benefit of each and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not be, relied upon by any other holder of the Bonds or by any other person to whom it is not specifically addressed.

Respectfully submitted,

STATE OF LOUISIANA

PARISH OF ST. MARY

I, the undersigned Secretary of the Parish School Board of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Governing Authority on September 9, 2021, recognizing the final form and execution of the Bond Purchase Agreement in connection with the issuance and sale of $9,685,000 of Taxable General Obligation School Refunding Bonds, Series 2021, of Consolidated School District of the Parish of St. Mary, State of Louisiana, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this 9th day of September, 2021.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary

**Item 8.** Approve casualty insurance for year commencing October 1, 2021.

 Mr. Perry presented the casualty insurance on behalf of Ms. Carmel Breaux with Norris Consulting in her absence, who was also affected by Hurricane Ida. Ms. Breaux did provide the Board with a two-page spreadsheet for the October 1,2021 Liability Insurance Renewal. Mr. Perry explained each section of the spreadsheet as follows:

* General Liability has the identical coverages as the current renewal, other than the two additional units added, which has an estimated increase of $7,500.
* Automobile Liability has the identical coverage with an increase of $15,800.
* Auto Physical Damage increased from $113,044 to $129,259 with an increase of $16,215, due to value of fleet increasing.
* Board Errors and Omissions Liability increased to $927.
* Cyber Liability has a new premium of $23,148. This coverage was included in the past renewal through the LARMA carrier with IRMA “pool,” which is not being offered in the new renewal.

 Mr. Perry indicated that the Casualty Insurance renewal for October 1, 2021 has an increase of $63,605, of which $23,148 is being contributed to the Cyber Liability. Mr. Perry asked the Board to approve the policy with the increase of $63,605.

 President Alfred stated with no objections to the Board, he asked that all sections of the renewal be voted on at one time, as described above.

 Mr. Foulcard made a motion and Ms. LaSalle made a second to approve the casualty insurance for year commencing October 1, 2021, with an increase of $63,605. All in favor and the motion carried.

 Mr. Taylor inquired if the Cyber Liability was just an additional coverage through Ace American Ins Co.

 Mr. Perry responded that the Cyber Liability was included in the renewal last year at no cost. This year it was not included in the policy, which generates a new cost. However, after negotiating with insurance companies, Ace American Ins Co. offered the best premium. It has the same coverage of last year’s limit of $1,000,000, and the deductible per claim increased from $25,000 to $35,000. Mr. Perry said, “this is a new cost but not a new coverage.”

 With no further discussion, all in favor and the motion carried.

**Item 9.** Adopt Reapportionment Resolution in accordance with 2020 Census Data.

## Public Comments:

 Mr. Craig Mathews addressed the Board regarding the redistricting process in St. Mary Parish. He indicated that St. Mary Parish has lost a significant portion of its population, and citizens are very concerned about the quality of life offered in St. Mary Parish. Mr.
Mathews stated that the public school system contributes significantly to those factors, and whether or not people continue to live in St. Mary Parish. Although, there are several other dynamics but certainly a solid, firm, educational foundation for children is critically important. As St. Mary embarks upon the process of redistricting, he encouraged everyone to be mindful of what this process means and how critically it can adversely affect the people in the communities, if it is not done properly. Mr. Mathews read a statement by Ms. Sophia Lakin, Deputy Director of the ACLU's Voting Rights Project, “Redistricting is the process of drawing the lines of districts from

which public officials are elected. When it is conducted fairly, it accurately reflects population changes and racial diversity, and is used by legislators to equitably allocate representation in Congress, state legislatures and local governing bodies. To the contrary when politicians use redistricting to manipulate the outcome of elections, it is called gerrymandering — a practice that undermines democracy of the United States of America and stifles the voice of voters. Voters should be picking their politicians, rather than politicians picking voters.”  He concluded his speech by saying, “As we go through the process of bringing demographers into our parish to engage in the serious discussions that surround redistricting, or the redistricting process. We want to do this collectively with as much public input as we possibly can. And at the end of the day, we will be watching.”

 President Alfred responded, “I can assure you that this Board understands how critical reapportionment is. I have sat through reapportionment, with the St. Mary Parish School Board and also as a member of the St. Mary’s Parish Council.” “He stated that gerrymandering has gone on in the past in both entities, therefore the Board understands what you are saying, and we appreciate your appearance.”

 Dr. Bagwell indicated that the Reapportionment Resolution essentially stated that the St. Mary Parish School Board has received the Census information for 2020 and understands that currently reapportionment is necessary due to a deviation of plus or minus 5 percent in five of St. Mary’s districts. She also announced that a workshop on the actual process for reapportionment will be conducted at a future meeting. Dr. Bagwell asked the Board to adopt the Reapportionment Resolution.

 Mrs. Griffin made a motion and Mr. Foulcard made a second to adopt the Reapportionment Resolution in accordance with 2020 Census Data, as presented by Dr. Bagwell.

Ms. LaSalle indicated that Patterson has lost a significant amount of people. She has encouraged the public to attend previous reapportionment meetings to voice their opinions, but no one from the public attended. She said, “we are not hiding anything, and we are not gerrymandering, and the Board welcomes everyone to come.”

Ms. Lockett stated she is new to the reapportionment process and would like to know when the workshops will be held.

Dr. Bagwell responded that the demographer would host a workshop, which will be a special session prior to a regular school board meeting.

Mrs. Rack asked if the workshop will be public and held in a larger building to accommodate the public.

Dr. Bagwell replied once she double checks with the demographer to confirm that November is still a possibility, then she will inform the Board with details. The workshop is informational only, which would allow public participation. Dr. Bagwell stated hopefully at that time the school board will have more capacity.

Ms. LaSalle stated in the past, when the Evans Medine Meeting Room exceeded capacity, a monitor was utilized in the lobby to accommodate the audience.

Mrs. Rack stated after listening to Mr. Mathews, it appears that the public is interested in attending the upcoming redistricting workshop. She suggested having the workshop at a school or auditorium to allow a larger capacity for the public.

Ms. LaSalle replied that she did not have a problem with relocating the workshop if it corresponded with the superintendent's specifications of the COVID regulations.

Mr. Mathews thanked Ms. LaSalle for the invitation and for encouraging the public to get involved. He stated one of the challenges that the public has with the school board, is the location of the board meetings that already has limited seating. With the onset of COVID, even more restrictions are placed upon the physical space. He said, “this district owns physical plants of a large size that can easily accommodate the type of volume or attendance that we are anticipating for this type of discussion and or workshop.” He asked for considerations in relocating the school board meetings and hopes that it can be mid-range within the parish to accommodate everyone.

President Alfred responded he is sure this matter will be taken into consideration. In the past, the Board has never denied anybody access to attend the reapportionment hearing, and it will not start now.

With no further discussion from the Board, all in favor and the motion carried.

**Resolution of the St. Mary Parish School Board**

**Resolution No. \_\_\_\_\_\_\_\_\_**

**Whereas,** The Census 2020 count has been completed and the PL 94-171 reapportionment data was delivered to the State of Louisiana on the 12th of August 2021, and;

**Whereas,** The St. Mary Parish School Board, under LA RS: 33:1411, must make a determination whether reapportionment is necessary with the Census 2020 population count, and;

**Whereas,** The School Board received a study that calculated the new Census 2020 population in each of the existing elections districts, and;

**Whereas,** The currents districts have the following Census 2020 population counts ,and:



**Whereas,** It is determined that Districts 1, 5, 6, 7, and 8 are outside the allowable +/-5% deviation from the ideal district population of 4,491:

**Therefore, Be It Resolved** that the St. Mary Parish School Board hereby declares that a reapportionment of the election district boundaries must commence in order to rebalance the district populations to within +/-5% of the ideal district population of 4,491 and that such plan, as adopted by the Board, be submitted to the U.S. Department of Justice for Section 5 Pre-Clearance, if required, by January 31, 2022, and the State of Louisiana no later than June 7, 2022.

 This Resolution Passed this 9th day of September, 2021.

**Item 10**. Consider naming Morgan City High School’s track in honor of Olympic Medalist as the

“Vernon “Tootie” Norwood Track”

 Principal Tim Hymel asked the Board to consider naming Morgan City High School’s track in honor of Olympic Medalist as the “Vernon “Tootie” Norwood Track.” Mr. Norwood ran track for Morgan City High School and was granted a scholarship to attend South Plains Community College in Texas, where multiple national championships were won as the 400-meter relay guy and a 400-meter runner. He went to Louisiana State University (LSU) his junior and senior year and won four national titles, and the 400-meter relay and a 400 meter. Vernon has worked his way up to where he earned a spot in the Tokyo Olympics. In the Tokyo Olympics, he earned a gold medal in the 400 meter and a bronze medal in the 400-meter mixed relay. Principal Hymel expressed that honoring Mr. Norwood for his accomplishments is well deserved in Morgan City, and he would like to present this honor at the Morgan City High’s Homecoming game on October 22nd. He asked that the Board consider approving the request of naming Morgan City High School’s track as the “Vernon “Tootie” Norwood Track.”

 Mr. Barbier made a motion and Mrs. Black made a second to approve naming Morgan City High School’s track in honor of Olympic Medalist as the “Vernon “Tootie” Norwood Track.”

 Mr. Barbier requested to recognize Mr. Vernon Norwood at the October 14, 2021 regular school board meeting.

Mrs. Rack said in the past she recommended Coach Demby when he was alive, but was told the School Board did not honor anyone unless they were deceased.

President Alfred responded he thought there was a law that living people could not be named after buildings, but could be named after gymnasiums or tracks.

Mrs. Rack stated now that Coach Demby is deceased, it can be brought back to the Board.

Mr. Foulcard responded that President Alfred was correct that living people could not be named after buildings or schools.

With no further discussion, all in favor and the motion carried.

**Item 12.** Public discussion of Internet Filtering as required by the Children’s Internet Protection Act (CIPA)

 Mr. Derise indicated that the Internet Filtering as required by the Children’s Internet Protection Act (CIPA) is a standard annually procedure. Mr. Derise called for public discussion of

the Internet filtering as required. He paused to allow for questions and/or comments from the audience and the Board. Hearing none, there was no further discussion.

**Item 13.** “Authorize the Superintendent to execute a Cooperative Endeavor Agreement by and between M. Bofill Duhe, District Attorney (Family Services Division) and the St. Mary Parish

School Board (TASC, FINS, and Early Intervention Programs).”

 Mr. Barbier indicated that he asked to remove Item 12 from the consent agenda for clarification on the financial aspect of the agreement.

 Mr. Stadalis stated on July 9, 2020, the St. Mary Parish School Board approved the Cooperative Endeavor Agreement with the Family Support Division for $55,000 which included, Families in Need of Services Programs (FINS), and Truancy Assessment and Services Centers (TASC) in Early Intervention. On August 13th, Mr. Stadalis received an email from Mr. Gannon Watts with the Family Services Division, requesting additional funding of $15,000 to $25,000, to service approximately 40 of St. Mary’s students. At the October 8, 2020 regular school board meeting, the St. Mary Parish School Board approved an additional funding of $15,000. As a result, the Family Services Division requested that the two agreements be combined as one Cooperative Endeavor Agreement for the total of $70,000, which the Board approved last year. Mr. Stadalis stated if anyone is in disagreement or needs to revisit any of these services, then it can be derived back to the table for discussion.

 Mrs. Rack made a motion and Mr. Barbier made a second to authorize the Superintendent to execute a Cooperative Endeavor Agreement by and between M. Bofill Duhe, District Attorney (Family Services Division) and the St. Mary Parish School Board (TASC, FINS, and Early Intervention Programs).”

 Mrs. Rack mentioned that she worked with the FINS program before and it was an excellent program.

 President Alfred stated that the school board needs to be careful about the spending of this program in the future.

 Ms. LaSalle indicated that she loved the FINS program, but she was leery about saying yes to the amount. She asked if the school board would be binding themselves to $70,000 for the duration of the program or $70,000 combined for this year.

 Mr. Stadalis replied that the $70,000 is currently allocated in the budget, and the matter can be revisited for next year.

 Ms. LaSalle responded yes we can revisit it, as long as we have it legally written in the agreement.

 Mr. Stadalis said if it is not in the agreement, then the Cooperative Endeavor Agreement would have to be amended.

 President Alfred stated in the future the Board needs to be aware of this, and he was glad that Mr. Barbier requested to remove the item off the consent agenda.

 Dr. Bagwell stated as part of the budget review, this would be one of those items that the school board would review annually.

 With no further discussion, all in favor and the motion carried.

**Resolution**

 BE IT RESOLVED that the St. Mary Parish School Board, as part of the agenda of the regular meeting held on September 9, 2021 unanimously voted to enter into an Intergovernmental Agreement with the Family Services Division of the District Attorney's Office (copy of which is attached) to provide $70,000.00 for use with the TASC and Early Intervention Programs Pre-Kindergarten through eighth grades, during the 10-month period commencing August 1, 2021 and ending May 31, 2022, in 10 equal installments of $7,000.00 to be paid on the twentieth day of each month payable to the Sixteen Judicial District Attorney's Office at 300 Iberia Street, Suite 200, New Iberia. LA 70560, with a motion from Mrs. Rack and a second from Mr. Barbier the vote was as follows:

**Yeas:** Mr. Joseph C. Foulcard Jr., Ms. Sylvia K. Lockett, Mrs. Pearl B. Rack, Mrs. Ginger S. Griffin, Ms. Marilyn P. LaSalle, Mr. Michael E. Taylor, Mr. Dwight D. Barbier, Mrs. Alaina L. Black, Mr. Roland H. Verret, Mr. Kenneth E. Alfred.

**Nays:**  None

**Absent:** Mr. Wayne J. Deslatte.

**Abstain:** None

 **~CERTIFICATION~**

I, the undersigned Secretary-Treasurer of the St. Mary Parish School Board, do hereby certify that the above and foregoing is a true copy of a resolution adopted at its Regular Meeting of September 9, 2021, at which time a quorum was present and that same is in full force and effect.

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Teresa T. Bagwell, Ed. D., Superintendent

Secretary/Treasurer

St. Mary Parish School Board

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN

M. BOFILL DUHÉ, DISTRICT ATTORNEY

FOR THE 16TH JUDICIAL DISTRICT

AND

ST. MARY PARISH SCHOOL BOARD

BE IT KNOWN, that on the dates hereinafter mentioned, before the undersigned authorities and in the presence of the undersigned legal and competent witnesses, personally came and appeared:

M. BOFILL DUHÉ, appearing herein solely in his capacity as the duly elected District Attorney in and for the 16th Judicial District of Louisiana, comprised of Iberia, St. Martin and St. Mary Parishes (hereinafter sometimes referred to as “FAMILY SERVICES”);

AND

ST. MARY PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, domiciled in St. Mary Parish, Louisiana, appearing herein through Dr. Teresa Bagwell as per Resolution of authority dated September 9, 2021 , a certified copy of which is attached hereto (hereinafter sometimes referred to as “SCHOOL BOARD”).

who after being duly sworn, did depose and state the following:

**RECITALS**

**WHEREAS**, the parties to this Agreement are concerned about the self- destructive behavior of children in our communities and with conduct by other family members which contributes to the harm being experienced by said children;

**WHEREAS**, the parties declare that early pro-active intervention is an appropriate and recognized means of curtailing the incidences of truancy, juvenile delinquency and self-destructive behaviors which become barriers to healthy development and educational success; and;

**WHEREAS**, the Family Service Division of the District Attorney’s Office operates a number of rapid response, early intervention programs using best practices to intervene in the lives of children and families in an effort to address self-destructive behaviors in such children and families; and

**WHEREAS**, the SCHOOL BOARD is interested in the implementation of the various rapid response early intervention programs operated by FAMILY SERVICES in an effort to improve the chances of its students reaching the highest level of academic achievement possible in order to prepare such students for future success in life.

**LEGAL AUTHORITY**

Pursuant to the provisions of *Article VII, Section 14(C) of the Louisiana Constitution, LSA-R.S. 33:1321, et seq. (Local Services Law)*, and other similar constitutional and/or statutory authorizations, they do hereby enter into this Cooperative Endeavor Agreement By And Between M. Bofill Duhé, District

Attorney For The 16th Judicial District And St. Mary Parish School Board, the terms and conditions of which are more fully set forth hereinafter.

**FAMILY SERVICES**

FAMILY SERVICES is a division of the District Attorney’s Office and is primarily made up of persons having education, training and experience in the areas of behavioral health, education, early childhood development, data collection and maintenance and other related fields.

**PURPOSES**

FAMILY SERVICES and SCHOOL BOARD have agreed to cooperate with each other in making the programs administrated through FAMILY SERVICES, including, but not limited to the Truancy Assessment and Services Center (TASC), Prosecutor Early Intervention Program (PEIP) and Families in Need of Services Program (FINS) (all of which are sometimes hereinafter referred to as the “Programs”) available to SCHOOL BOARD during the school year, which for purposes of this Agreement only is considered to generally commence on August 1st of each year and end on May 31st of each year, in order to provide assessment and indicated services to students in pre-kindergarten through eighth grade experiencing behavioral problems, truancy, tardies and other such issues in an effort to assist such students reach their highest possible level of academic success.

**CASE MANAGERS AND COUNSELORS**

FAMILY SERVICES shall provide qualified individuals to serve as Case Managers and Counselors to administer, direct and operate the Programs in St. Mary Parish. The qualifications and performance objectives for the Case Managers and Counselors shall be agreed upon between the parties, with such Case Managers and Counselors being assigned to W. P. Foster Elementary, Lagrange Elementary, J. B. Maitland Elementary, Raintree Elementary, H. A. Watts Elementary, Patterson Jr. High and Franklin Jr. High or such other schools as may be agreed upon between the parties.

**OFFICE SPACE, EQUIPMENT SUPPLIES AND STAFF**

SCHOOL BOARD agrees to furnish the Case Managers and Counselors with appropriate office space, equipment, supplies and resources, at the targeted schools, including, but not limited to computer and data access (via JCAMPUS) which are necessary to carry out their duties and responsibilities. To the maximum extent permitted by law, SCHOOL BOARD shall create, maintain and provide FAMILY SERVICES with access to student background data, including 1) attendance records, 2) unexcused absences, 3) conduct violations, 4) disciplinary records, 5) report cards, 6) transcripts, 7) promotion information 8) LEAP and standardized test results in each tested category, and

9) other similar data and/or information.

SCHOOL BOARD will designate staff members at each of the targeted schools to assist the Case Managers and Counselors in obtaining necessary background data and information on each child referred to any of the Programs. Mandatory and optional training sessions conducted by SCHOOL BOARD shall also be available to FAMILY SERVICES.

SCHOOL BOARD further agrees to assist FAMILY SERVICES and/or its Case Managers in compiling reports required by the Louisiana Supreme Court, Louisiana Commission on Law Enforcement and other similar entities.

CONFIDENTIALITY

FAMILY SERVICES and SCHOOL BOARD agree to cooperate in maintaining the confidentiality of all records, correspondence and conversations regarding children and families participating in the Programs.

**CONSIDERATION**

SCHOOL BOARD will pay unto FAMILY SERVICES the sum of SEVENTY THOUSAND AND NO/100THS DOLLARS ($70,000.00) annually to offset a portion of the costs and expenses of operating the Programs in St. Mary Parish, which payment shall be made in ten (10) equal installments of SEVEN THOUSAND AND NO/100THS DOLLARS ($7,000.00) each payable on the twentieth day of each month with the first payment due on August 20th of each year and the last payment due on May 20th of each year during the primary term of this Agreement and any renewals or extensions thereof. and mailed or delivered to the attention of Accounting Department 300 Iberia Street, Suite 200, New Iberia, Louisiana 70560.

TERM

The primary term of this Agreement shall be for one (1) year, commencing August 1, 2021 and ending July 30, 2022. However, this Agreement shall automatically renew for additional periods of one (1) year unless either party notifies the other in writing on or before June 30th of the then current contract year of its intention not to renew the Agreement. The Agreement may also be terminated at any other times by mutual consent of the parties.

**INDEPENDENT CONTRACTOR**

The parties expressly acknowledge and agree that the Case Managers and Counselors associated with or provided by FAMILY SERVICES in support of the Programs are independent contractors or employees of FAMILY SERVICES and are not employees of SCHOOL BOARD for any purposes, including, but not limited to unemployment compensation coverage, group insurance retirement or any other similar benefits.

**NOTICES**

Any and all notices, correspondence or other communications pertaining to this Agreement shall be in writing and shall be transmitted either by hand-delivery, receipted for, or deposited in the United States mail as certified mail, return receipt requested and postage prepaid addressed to the other party as follows:

TO: M. BOFILL DUHÉ

District Attorney

300 Iberia Street, Suite 200 New Iberia, LA 70560 (337) 364-5302

boduhe@16jda.com With copies to: GANNON WATTS

Family Services Division Director

121 Pershing St., Suite 218 New Iberia, LA 70560 (337) 369-3804

gwatts@16jda.com

TO: DR. TERESA BAGWELL

St. Mary Parish School Board Director Superintendent

474 Highway 317

Centerville, LA 70522

(337) 836-9661

tbagwell@stmaryk12.net

**ENTIRE AGREEMENT**

This Agreement contains the entire understanding among the parties and no oral statements, representations or written matter not contained herein or in an exhibit hereto shall have any force and effect.

BINDING NATURE OF AGREEMENT

This Agreement shall be binding on and shall inure to the benefit of the parties, their heirs and assigns.

**SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid and unenforceable, the remainder of this Agreement and the application of its provisions as to persons and circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**PARAGRAPH CAPTIONS**

The paragraph captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of intent of this Agreement, or any part thereof, or in any way affect this Agreement and shall not be considered in any construction thereof.

THUS DONE AND SIGNED on this \_\_\_\_day of , 2021 in New Iberia, Iberia Parish, Louisiana before the undersigned witnesses and Notary Public after due reading of the whole.

WITNESSES: SIXTEENTH JUDICIAL DISTRICT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ M. BOFILL DUHE`

 DISTRICT ATTORNEY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

THUS DONE AND SIGNED on this \_\_\_\_day of , 2021 in Centerville, St. Mary Parish, Louisiana before the undersigned witnesses and Notary Public after due reading of the whole.

WITNESSES: ST. MARY PARISH SCHOOL BOARD

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DR. TERESA BAGWELL

 SUPERINTENDENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Committee Reports

### SPED Advisory Council Committee Meeting:

Mr. Barbier reported that the SPED Advisory Council met on Tuesday, September 7, 2021 at 5:00 p.m., in the Evans Medine Meeting Room. Unfortunately, Ms. McClarity was unable to attend the meeting to provide the Board with an update. Mr. Barbier asked that the discussion be moved to the October 14, 2021 regular school board meeting.

## Staff Report

### Maintenance Department:

Mr. Wiese reported that there were minor damages in St. Mary Parish caused by Hurricane Ida. He said although there were communication issues with cell phones and gasoline shortage, overall the parish was blessed. He also stated that the maintenance department is still struggling to hire maintenance employees and custodial staff. Mr. Wiese indicated after advertising for several maintenance positions, only three applications were received.

 President Alfred inquired about the summer projects since there was a shortage on maintenance employees.

 Mr. Wiese responded that the projects went very well and about 90 percent of the Special Projects were completed. Although, there are some projects that were not able to fit in the summer schedule, which maintenance is trying to work into their vacation time off.

## Chief Financial Officer’s Report:

### Sale Tax Update

 Mr. Perry reported that the sales tax for the second month of collections estimated at $1,536,000 with about $200,000 over budget.

### Financial Statements (Major Funds Only):

The Board was provided financial statements to review at their leisure. Mr. Perry indicated that last month was the first month of financial statements generated from the new accounting package. This month’s statements were detailed with additional data, which included budget items and budget numbers. He said he will continue working with the accounting package and try to provide statements in a more user-friendly format.

### Other Significant Items:

None

### Fiscal Risk Assessment:

None

## Superintendent’s Report:

 Dr. Bagwell reported students displaced due to Hurricane Ida are being welcomed into St. Mary Parish schools this week, as the district has sponsored a centralized enrollment over the last couple of days. Approximately 60 students were enrolled, and parents were very appreciative of the help and guidance they received from district staff. Anyone displaced by the hurricane may still enroll in St Mary Parish schools, and should contact the school or central office for registration information. On Monday, September 13th, schools will conduct an early release schedule to facilitate parent teacher conferences, which correspond to the distribution of progress reports. Parents of students in danger of failing a course during the first grading period will be contacted for conferences to be scheduled via phone or in person. Dr. Bagwell strongly urges any parent that is concerned about their child's educational progress to contact the child's teacher and schedule a conference when needed. The academic support of students is always best facilitated when there is a partnership between the school and home. In fulfillment of ESSER federal funding guidelines Act 294 and the LDOE Louisiana Comeback commitment, St. Mary will be submitting a district formulated academic recovery and acceleration plan on September 30th. The plan will also align with recently adopted strategic plans and be made public on the school systems website for public review and comment.

## Board Comments:

 President Alfred commended the school board staff for their important work and decisions following Hurricane Ida and doing what was necessary in getting students back in school, as quickly as possible.

 Ms. LaSalle asked how many new students were acquired as a result of Hurricane Ida.

 Dr. Bagwell responded over the last couple of days St. Mary received approximately 60 new students.

## Any other Business as Allowed by Act 131

 None

## Closing

### Resolutions of Respect

 With there being no further business to address, the meeting adjourned out of respect for the late Nancy Aucoin (active head custodian), Iona Gray (retired cafeteria technician) and Robert Tillman (active custodian).