Pursuant to LRS 42:19A (1)
Any matter not on the published agenda may be taken up by board only upon unanimous approval of the members present.
An individual wishing to place a matter on the agenda shall submit a request to the Superintendent at least eight (8) days prior to the meeting date, stating the nature of the matter and the time required to present it. (CPSB Policy File: BCBI)

AGENDA CALCASIEU PARISH SCHOOL BOARD 3310 BROAD STREET LAKE CHARLES, LOUISIANA Tuesday, April 12, 2022 5:00 p.m.

- l. Prayer and Pledge of Allegiance- Mack Dellafosse
- 2. Roll Call
- 3. Approval of Minutes
 - A. March 15, 2022
- 4. Presentations
 - A. Students of the Year/Dr. Jill Portie, Administrative Director of Elementary Schools
- 5. Superintendent's Report
- 6. Executive Session
 - A. Discussion of Settlement of WC Claim #CPSC-12452/Attorney Kyle Beasley
- 7. Take Appropriate Action on Executive Session
 - A. Action on Settlement of WC Claim #CPSB-12452
- 8. Committee Reports
 - A. Budget Committee/March 29, 2022/Russell Castille, Chair
 - B. Discipline Policy Review Committee/April 5, 2022
- 9. Take Appropriate Action
 - **A.** Public hearing to consider and take appropriate action on application of Elite Charter Academy
 - B. Approve assignment and assumption agreement with Arrighi Contractors, LLC
 - C. Re-appointment of Charles Dalgleish as CPSB representative on Chennault International Airport Authority Board (East Side)
 - **D.** Re-appointment of Tad Martin as CPSB representative on Chennault International Airport Authority Board (West Side)

E. Approval of CPSB Acceptable/Responsible Use Policy for internet and district network resources

10. Bid Reports

- A. Bid #2022-07PC for Phase 5, Entry Lobby Addition and New Paved Parking/Washington-Marion High School/District 31 Bond Funds (Information was not available at this time will be posted on Friday)
- **B.** Bid #2022-07PC for Additions to Westlake High School/District 23 Bond Funds (Information was not available at this time will be posted on Friday)
- C. Bid #2023-08 for Food (Milk, Produce, Bread)/Food Services Department

11. Hurricane Bid Reports for Ratification

A. Hurricane Laura Repairs/CPSB Administration Building/Freezer and Cooler Replacement/Reject Bids – Too few bidders under FEMA standards

12. Permission to Advertise

- A. Bell City High School/Second Floor Addition to Gymnasium/Bell City Maintenance Fund
- B. Band instruments for all schools with band programs/ESSER Funds

13. Correspondence

(None)

14. Condolence/Recognition

15. Schedule Committees

April 26, 2022/5:00 p.m./A&P Committee C&I Committee (to follow)

16. Adjourn Meeting

Item 3.A.

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board Meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, March 15, 2022, at 5:00 p.m.

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

ROLL CALL

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

Mr. Tarver and Mr. Natali arrived after the roll was called.

Mrs. Ballard asked for a motion to approve the addition of a Supplemental Agenda (Item 9.G.) and asked for any public comment. There was no public comment and on a motion by Mr. Hardesty and a second by Mr. Dellafosse, the motion carried on a unanimous vote.

APPROVAL OF MINUTES/Attorney Cade Cole Presentation/Attorney Jay Delafield Presentation

A.B. On a motion by Mr. Dellafosse and a second by Mr. Duhon, the Minutes of February 8, 2022 and February 22, 2022, were approved on a unanimous vote.

Ellaweena Woods submitted a blue card to speak to the Board regarding the February 22, 2022 meeting.

C. Public Hearing and Take Appropriate Action concerning Adoption of Resolution concerning the Reapportionment and Redistricting of the Calcasieu Parish School Board

Attorney Cade Cole presented a plan for redistricting the Calcasieu Parish School Board election districts based on the 2020 census results. On a motion by Mr. Breaux and a second by Mr. Roberts, the Board voted on a unanimous vote to adopt the Resolution to approve Plan B. The map is posted on the CPSB website and is available at the end of this document and posted in the Legal Minutes at www.cpsb.org under Minutes.

D. Resolution providing for issuance, sale, and delivery of \$2,890,000 General Obligation Refunding Bonds for District 21

This item is available at the end of this document and is posted in the Legal Minutes at www.cpsb.org under Minutes.

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

E. Resolution to proceed with financing in an amount not to exceed \$25,000,000 for the purpose of financing damage and reconstruction repair due to Hurricanes Laura and Delta

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

This item is available at the end of this document and is posted in the Legal Minutes at www.cpsb.org under Minutes.

PRESENTATIONS

- A. Jamey Rasberry/LCMH Director of Sports Medicine/Quarterly Report
- B. Johnson Controls, Inc./Quarterly Report/Ron McDaniel

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. You have each received the monthly Head Start report:

Program Governance

- Policy Council meeting was held on February 21, 2022. The following items were approved:
 - ✓ January's Policy Council Minutes
 - ✓ January's Director's Report
 - ✓ January's Attendance Report
 - ✓ January's Financial Report
 - ✓ 2022 2023 Continuation Grant Application

Program Operations

- Enrollment 350
- 2. You have all received the school population report, showing the student numbers from the end of January, 2022, to the end of February, 2022.
- **3.** I would like to report our February, 2022 sales tax numbers for our general fund which show collections at \$174,170 or 1.2 % above budget for the 8th month of the 2021-2022 school year.
 - Collections are \$314,588 or 2.2 % above collections for the same month last year.

- After eight months, collections are \$15,276,689 or 13.9 % above budget and \$14,662,590 or 13.3 % above the same period last year.
- 4. Hurricane Information: The summary information was in your packet.

EXECUTIVE SESSION

On a motion by Mr. Hardy and a second by Mr. Breaux, the Board adjourned into Executive Session at 5:36 p.m. on a unanimous vote. The Board returned to Regular Session at 5:56 p.m. on the same motions.

- A. Discussion of Settlement of Automobile Claim #CLAS12045E1/Attorney Kyle Beasley
- B. Discussion of Settlement of WC Claim #CPSC-01196/Attorney Kyle Beasley

TAKE APPROPRIATE ACTION/EXECUTIVE SESSION

A. Action on Settlement of Automobile Claim #CLAS12045E1

On a motion to settle Claim #CLAS12045E1 by Mr. Breaux and seconded by Mr. Roberts, the motion carried on a unanimous vote.

B. Action on Settlement of WC Claim #CPSC-01196

On a motion to settle Claim #CPSC-01196 by Mr. Breaux and seconded by Mr. Roberts, the motion carried on a unanimous vote.

COMMITTEE REPORTS

A. C&I Committee/February 22, 2022/Dean Roberts, Chair

Mr. Roberts gave the following report:

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, February 22, 2022, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Billy Breaux; Vice Chair, Bliss Bujard, Mack Dellafosse, John Duhon, Fred Hardy, Dean Roberts; Chair, Alvin Smith, Eric Tarver, Desmond Wallace, and Mark Young.

Other Board Members Present: Annette Ballard, Russell Castille, Glenda Gay, and Damon Hardesty.

The C & I Committee Meeting was called to order at 5:50 p.m. by Dean Roberts, Chair. The roll was called and there was a quorum.

Agenda item #4 was removed for a later time.

Dr. Shannon LaFargue, Chief Academic Officer, presented the Board with the Calendar Committee Recommendation for school year 2022-2023.

There was much discussion on the subject.

On a motion by Mack Dellafosse and seconded by Fred Hardy, it was recommended to approve the calendar for school year 2022-2023 as presented.

On behalf of the committee, Mr. Roberts offered a motion to approve; much discussion followed:

Mr. Duhon and Mr. Hardy suggested adding 2 days at the end of the school year and give back the 2 Christmas holiday days.

Mr. Dellafosse and Mr. Smith suggested removing the fall break and giving back the 2 Christmas holiday days. This was later pulled for consideration by Mr. Dellafosse and Mr. Smith, with the Board voting unanimously to remove the motion.

Mr. Wallace and Mr. Hardy made a motion to provide a faculty and staff survey as it relates to the fall or Christmas break days that would be removed. This was later pulled for consideration by Mr. Wallace and Mr. Hardy, with the Board voting unanimously to remove the motion.

Mr. Dellafosse amended the original motion, with a second by Mr. Hardy, to remove October 12 as a holiday and add back Monday, January 2 as a work day. This motion was withdrawn by Mr. Dellafosse and Mr. Hardy prior to the motion being read by the Chair: vote not required to withdraw.

Mr. Tarver and Mr. Natali called the question to cease discussion; this failed on a 10-5 roll call vote, not receiving the required 2/3 vote:

Yes: Mrs. Ballard, Mr. Bujard, Mr. Natali, Mr. Roberts, Mr. Tarver No: Mr. Breaux, Mr. Castille, Mr. Dellafosse, Mr. Duhon, Mrs. Gay, Mr. Young, Mr. Wallace, Mr. Smith, Mr. Hardesty, Mr. Hardy

Mr. Dellafosse, with a second by Mr. Breaux, offered an amended motion to keep December 19th as an in-service day for employees, but December 20th would be a holiday. Students would have the full two weeks for Christmas break. Students and employees would return on Monday, January 2, 2023. On a roll call vote, the motion carried 8-7.

Yes: Mrs. Ballard, Mr. Breaux, Mr. Bujard, Mr. Dellafosse, Mr. Hardesty, Mr. Hardy, Mr. Smith, Mr. Young No: Mr. Castille, Mr. Duhon, Mrs. Gay, Mr. Natali, Mr. Roberts, Mr. Tarver, Mr. Wallace

The original motion, as amended, carried with a unanimous vote.

Next, the High School Department shared details about the Virtual Instruction Program (VIP). This was for informational purposes only and did not require a vote.

Mr. Roberts offered a motion to approve on behalf of the committee; a second was not needed. The motion carried on a unanimous vote.

Then, Dr. LaFargue presented a brief video to the board on TutorMe. This was for informational purposes only and did not require a vote

Next, Dr. LaFargue and Jeff Broussard spoke on expanding course offerings for CPSB students. Students will now have an opportunity to take a Social Studies credit titled African American History.

On a motion by Annette Ballard and seconded by Fred Hardy, it was recommended that the textbook adoption pass.

Mr. Roberts offered a motion to approve on behalf of the committee; a second was not needed. The motion carried on a unanimous vote.

There being no further business to discuss, Dean Roberts requested a motion to adjourn at 7:00 p.m. which was made by Billy Breaux and seconded by Alvin Smith.

B. Employee Benefits Committee/March 8, 2022/Aaron Natali, Chair

Mr. Natali gave the following report:

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at 3310 Broad Street, Lake Charles on Tuesday, March 8, 2022, at 5:00 pm. The meeting was called to order by Aaron Natali.

The roll was called by Skylar Fontenot. The following members were in attendance: Aaron Natali, Mark Young, Mary Margaret David, Mike HILL, Ellen Green, Suzanne Heath, Hollie Howard, Wayne Foster, Carolyn Toups, Troy Fontenot, Vanessa Deville and Stephanie Hardy. Quorum was present. Board member in attendance: Desmond Wallace.

A motion to add Agenda Item 2. Trustmark Basic and Optional Life Insurance Renewal was made by Mike Hill, seconded by Wayne Foster. This motion passed unanimously.

Ms. Skylar Fontenot introduced Ms. Kathy Sonnier with HUB, for the presentation of the group health insurance renewal for the policy year May 1, 2022 - April 30, 2023.

A summary of plan performance through February 2022 was discussed. Medical costs are up \$4,151,263 and prescription costs are down \$1,606,122 over prior period.

The analysis of Stop Loss Reinsurance was presented

- Historically CPSB has purchased Stop Loss Reinsurance to limit exposure to \$250,000 per claimant
- o CPSB voted not to purchase this insurance for 2020-2021 and produced a net savings of \$450,000
- o CPSB voted not to purchase this insurance for 2021-2022
 - Premium savings was \$2.34 million
 - Net savings to the plan as of 02/28/22 was \$1.132 million
- Staff presented premium prices for Stop Loss Coverage for 2022-2023 and analyzed the pros and cons:
 - Claimants > \$150,000
 - 2020: 37 claimants totaling \$9,854,985
 - 2021: 41 claimants totaling \$12,626,450
 - \$500,000 threshold: 3 claimants have exceeded \$500,000 YTD with 2 more approaching this amount

- \$750,000 threshold: No claimants have exceeded \$750,000 YTD, with 1 approaching this amount
- Due to the increase high dollar claimants and spend, staff recommends purchasing the Stop Loss for 2022-2023

Employee Premium History was presented:

- o 2018-2019: No increase
- o 2019-2020: No increase + Premium Holiday
- o 2020-2021: 2% increase
- o 2021-2022: No increase + Premium Holiday

Due to the projected claims cost for 2022-2023, staff recommends a 13.5% increase if no plan changes are made. The following plan changes were presented with the correlating premium % decrease if implemented:

HIGH Option:

□ -0.78% Deductible to \$900 (3x) (w/\$150 increase to OOP max.)
□ -1.29% Deductible to \$1,250 (3x) (w/\$500 increase to OOP max.)
□ -2.30% Deductible to \$1,500 (3x) (w/\$750 increase to OOP max.)
□ -0.44% Physician copay to \$30/\$45
□ -0.96% Physician copay to \$40/\$55
□ -1.48% OOP Max to \$5,000/\$15,000
□ -0.61% Rx copays to: \$10/\$30/\$50/\$100
□ -0.87% Rx copays to: \$10/\$35/\$55/\$100
□ -1.48% Rx copays to: \$10/\$35/\$55/\$100

LOW Option:

- □ -0.13% Coinsurance to 90%
- □ -0.19% Coinsurance to 80%

PPACA Option:

- □ -0.01% Coinsurance to 90%
- □ -0.01% Coinsurance to 80%

After a discussion about plan changes, a motion was made by Wayne Foster, seconded by Suzanne Heath to approve 13.50% increase without any plan changes. The motion carried on an 8 to 4 roll call vote. Yes votes: Wayne Foster, Mary Margaret David, Carolyn Toups, Suzanne Heath, Ellen Green, Vanessa Deville, Stephanie Hardy and Mark Young. No votes: Mike Hill, Troy Fontenot, Hollie Howard and Aaron Natali.

Mr. Natali offered a motion to approve on behalf of the committee. Mr. Breaux, with a second by Mr. Dellafosse, offered an amended motion to change copays on the drug plan to 10-30-50-100 saving

\$300,000 and changing doctor copays to \$30.00 Regular/\$45.00 Specialist. The motion carried with one nay vote.

On a motion by Troy Fontenot, seconded by Mike Hill, it was recommended purchasing \$750,000 Stop Loss Reinsurance and passed unanimously.

Mr. Natali offered a motion to approve on behalf of the committee. A second was not required; the motion carried on a unanimous vote.

On a motion by Suzanne Heath, seconded by Holly Howard, it was recommended renewing the Trustmark Basic and Optional Life Insurance plan with an increase of \$0.95/1000 to \$1.26/1000 and passed unanimously.

Mr. Natali offered a motion to approve on behalf of the committee. A second was not required; the motion carried on a unanimous vote.

After the presentation, a motion to adjourn was made by Mark Young and seconded by Suzanne Heath and passed unanimously at 6 p.m.

TAKE APPROPRIATE ACTION

Mrs. Ballard read the following:

A. Approval of Calcasieu Parish School Board Head Start Program Federal Grant

Grant Title: Calcasieu Parish School Board (CPSB) Head Start Program

Grant Source: Federal

Grant Amount: \$4,222,160.00

Schools: DeQuincy Primary, J. D. Clifton Elementary, J.F. Kennedy Elementary, Jake Drost,

Brenda H. Hunter, and J. I. Watson Elementary

Person Applying: Michelle L. Joubert – Early Childhood Director

Purpose: The Head Start Program provides an integrated approach of early childhood care and education that includes comprehensive services to four hundred fifty (450) children ages 3 and 4. It is designed to focus on providing early literacy and mathematical skills necessary for children to become kindergarten ready. The program promotes school readiness by enhancing social and cognitive development of children by providing health, nutritional, social and other services. CPSB School Readiness Goals are aligned with the Head Start Childhood Development and Early Learning Framework and the Louisiana Birth to 5 Early Learning and Development

Standards. Research-based assessment methods are being used to support teacher-child interactions and children's progress towards the school readiness goals. Head Start program also includes engaging parents, families and communities in their child's learning.

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

B. Approval of Resolution for outside counsel/Sales Tax Department/DirecTV, Inc., /Stutes and Lavergne Law Firm

RESOLUTION

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

WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by DirecTV, LLC;

WHEREAS, DirecTV, LLC has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

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

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

C. Approval of Resolution for outside counsel/Sales Tax Department/Chris Brennan Photo/Rainer, Anding, Talbot, & Mulhearn Law Firm

RESOLUTION

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

WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by Chris Brennan Photo;

WHEREAS, Chris Brennan Photo has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Rainer Anding Talbot & Mulhearn Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Rainer Anding Talbot & Mulhearn Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, at hourly rates not to exceed the maximums set forth in the most recent Louisiana Attorney General's approved fee schedule.

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

D. Discuss and Take Appropriate Action to establish deadlines, selection procedures, Superintendent's qualifications, salary range, and related items regarding selection of new CPSB Superintendent.

Items for discussion:

- A. Timeline
- B. Minimum Qualifications
- C. Salary Range
- D. Surveys
- E. Application deadline (see Timeline)
 All applications sent to Pamela Arsenault, Personnel Supervisor of Elementary
 Schools, 337-217-4040 Extension 2006 and Melinda Hardy, Personnel Supervisor
 of High Schools, 3137-217-4040 Extension 2007
- F. Position Advertisements
- G. Verifications/State Qualifications/Background checks
- H. Public Input
- I. Interview Protocol
- J. Voting Procedure

Mr. Tarver, with a second by Mr. Duhon, proposed that the advertisement be started on Wednesday morning, March 16. After discussion, they withdrew that motion; there was no objection from the Board.

Mr. Roberts, with a second by Mr. Dellafosse, offered the motion to advertise by the end of the week, no later than Friday. The application deadline would be 30 days from then, with a special meeting commencing 2 weeks after that for initial interviews and candidates. A special meeting to select finalists would be one week later and a special meeting to receive reports and qualifications and background information on file would be the week after that. A special meeting for final candidates and selection of superintendent would be one week after that, with the goal to hopefully be finished by June 1. The motion carried on a unanimous vote. Public Information Officer Holly Holland would start the process by the end of the week in the same places as advertised before.

Regarding qualifications, Mr. Castille, seconded by Mr. Duhon, offered the motion to use Bulletin 746 and/or Bulletin 741 with Educational Leader 3 or a minimum of 10 years of administrative experience. Mr. Belfour clarified the motion, using the language in the second paragraph of section C1 in the binder given to Board Members regarding the process used in 2014, as using Bulletin 746 and/or 741 with Educational Leader 3 or a minimum of 10 years of administrative experience in a school system and a history of supervisory responsibility regarding significant aspects of school operations or curriculum and a history of experience in supervision of personnel. Mr. Castille responded that is how he wanted the motion to read. The motion carried with one nay vote.

Mr. Duhon, with a second by Mr. Hardesty, offered a motion for suspensions of Plan A, Policies CEA and CEC, regarding qualifications. The motion carried on a unanimous vote.

Regarding salary range, Mr. Dellafosse made a motion to advertise that it is negotiable with the understanding that we may have a salary survey to see what the market is like for a system of our size. The motion carried on a unanimous vote.

Regarding public input, Emergent Method has completed our parish wide survey and on a motion by Mr. Roberts, seconded by Mr. Tarver, it was voted unanimously to use their survey. Mrs. Gay, with a second by Mr. Hardy, asked that in addition the African American Chamber of Commerce by included in the survey. The motion failed on a vote.

Mr. Duhon, with a second by Mr. Bujard, offered a motion that all applicants should meet the minimum qualifications by the date of the application deadline. The motion carried unanimously.

Mr. Tarver, with a second by Mr. Dellafosse, offered the motion that all applications are to be sent to Pam Arseneault and Melinda Hardy in the Personnel Department. The motion carried on a unanimous vote.

Mr. Duhon, with a second by Mr. Tarver, offered the motion that the applications would be the same as used 8 years ago, but without the credit report.

Mr. Dellafosse amended that, with a second by Mr. Breaux, to include credit reports. The motion carried with two nay votes.

The original motion, as amended, carried unanimously.

Regarding interview protocol and voting procedure, Mr. Hardesty offered a motion to keep everything, length of interview and voting procedures the same as was used in 2014. A candidate can choose an in-person or video interview. In the first round, each candidate would pay their own travel expenses. For finalists, the Board would pay for travel at the normal travel rate if they choose to come in person. On a vote, the motion carried with one nay vote.

E. Consideration of sale of surplus property/2300 Fruge Street

TO: Board Members FROM: Wilfred Bourne

SUBJECT: Surplus Property, 2900 Fruge St., Lake Charles, LA

DATE: March 9, 2022

Recently staff was recently contacted by a potential buyer of vacant school board property at 2300 Fruge Street, Lake Charles, LA. This was the former site of Fisherville Elementary School and Abraham's Tent. See map attached. The school board has no current use for the land, therefore, staff is requesting consideration by the board to declare the tract as surplus property and offering for sale in accordance with state statute procedures to the highest bidder.

Property Description:

FISHERVILLE SCHOOL- (ABRAHAM'S TENT) BLK 17 EDDY AND HORRIDGE SUB IN NW SE 33.9.8-LESS 3.663 ACS; LEAVING 1.04 ACS

(No Staff recommendation)

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

F. Approval to enter into a contract manufacture agreement with U.S. Foods for 2022-2023 School Year/Food Services Department Funding

To: Board Members

From: Jacqueline Richard, Director/Food Services

Date: March 10, 2022 Subject: US Foods

Due to supply chain challenges the department has dealt with the entire school year, the School Nutrition Program is investigating different ways to purchase food next year. US Foods through Omnia/Premier has submitted all the information required by USDA and the State to be an approved group purchasing program. We have met with US Foods several times over the past few months about the program. Bossier Parish and Iberia Parish currently purchase through US Foods, are happy with the service, and plan to continue next year. Acadia Parish is also considering using US Foods next school year. Given the ingredient shortage, outages, and price increases, we recommend partnering with US Foods for next school year.

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

G. Permission to allow Superintendent to sign Settlement Agreement with Signal Restoration Services once cleared by CPSB attorney.

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: March 15, 2022

Subject: Settlement Agreement - Signal Restoration

Staff is requesting permission to execute a settlement agreement with Signal Restoration, the company that handled about half of our remediation immediately after Hurricane Laura. They have been paid 80% of their billings, with interest continuing to accrue on all outstanding balances since the storm. We have the opportunity to avoid all interest on the contract by scheduling timed, agreed upon payments for the remainder of the billed balance. Negotiation is in progress that will require attorney approval.

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

HURRICANE BID REPORTS FOR RATIFICATION

A. Barbe Gym and Cafeteria/Pat Williams Construction, LLC/\$11,850,000/Base plus alternates 1&2.

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

B. T.S. Cooley/Dolby Elementary Schools/Dynamic Group, LLC./\$3,365,536.05. Maplewood Elementary and Middle Schools/Delta Specialty Contractors/\$307,000

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

These items are available for viewing at the end of this document and under Minutes/www.cpsb.org.

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

BID REPORTS

A. Bid #2022-23 – Equipment Large and Small/Food Services Department BID # 2022-23 – Equipment Large and Small opened on Feb.4th, 2021 @ 10:00 A.M.

BIDS FOR LARGE/SMALL EQUIPMENT WERE SUBMITTED BY THE FOLLOWING VENDORS:

LAFAYETTE RESTAURANT

SOUTHWEST BAR

DUGLAS GRADYS

ASSOCIATED FOODS

BID RESULTS AS FOLLOWS: SMALL EQUIPMENT

LAFAYETTE RESTAURANT

\$210,739.020

Has the lowest responsible bids

BID RESULTS: LARGE EQUIPMENT; Will be awarded line by line

ASSOCIATED had the lowest on most items; \$161,354

LAFAYETTE RESTAURANT \$71,960

Note-Finance

- Funds provided by Food Services Dept.

THE STAFF RECOMMENDS AWARDING LAFAYETTE RESTAURANT AND ASSOCIATED FOODS; THE LOWEST RESPONSIBLE BIDDERS

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

B. Bid #2023-07 – Copy Paper/General Funds

<u>BID # 2023-07 – COPY PAPER; Request for Bids were sent to the Following Vendors:</u> Liberty Paper, Contract Paper Group, School Specialty, Vertiv & Staples

Liberty Paper = The Lowest Bidder Staples and Veritiv: NO BIDS

LIBERTY PAPER: Total Copy Paper Bid \$481,471.50

THE STAFF RECOMMENDS AWARDING TO THE LOWEST RESPONSIBLE BIDDER; LIBERTY PAPER

Note-Finance

-Funds provided by General Funds

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

C. Bid #2023-01 – Janitorial Supplies/General Funds

BID # 2023-01 – JANITORIAL; Request for bids sent out to the following vendors.

A+ Chemical, Genesis II, Home Depot, Interboro, Pyramid, Unipack CORP

TOTAL: \$251,200.57

Note-Finance

-Funds provided by General Funds

THE STAFF RECOMMENDS AWARDING LINE BY LINE TO THE LOWEST RESPONSIBLE BIDDERS; HOME DEPOT, GENESIS II, PYRAMID SCHOOL PRODUCT

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

D. Bid #2022-11 – Used 2017 Transit Rear Engine Type D Passenger Bus/ESSER FUNDS

BID # 2022-11 – USED 2017 TRANSIT REAR ENGIN TYPE D, 38 ADULT PASSENGER BUS BID OPENED MARCH 3RD, BID RECEIVED from the following vendor:

ROSS BUS & EQUIPMENT SALES FOR \$75,000 + TITLES/FEES

Note-Finance

-Funds provided by ESSER Funds

THE STAFF RECOMMENDS AWARDING TO THE LOWEST RESPONSIBLE BIDDER ROSS BUS & EQUIPMENT SALES

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

PERMISSON TO ADVERTISE

Mrs. Ballard read the following:

A. Sam Houston High School Courtyard Improvements, Walkways & Canopies/Sales Tax District 3 Funds

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

CORRESPONDENCE

Mrs. Ballard read the following:

A. Recommendation of Acceptance for the Project, "Calcasieu Parish School Board Project 2022-01PC/Sam Houston High School Baseball & Softball Turf Improvements

On a motion to approve by Mr. Natali and a second by Mr. Duhon.

CONDOLENCES AND RECOGNITIONS

Mr. Wallace asked for a letter of condolence to the family of Mrs. Edwina Hall.

Mr. Hardy asked for a letter of condolence to the family of:

Mrs. Edwina Hall

Mr. Michael Danos

Mr. Alfred Jackson

Mr. Castille and Mr. Breaux asked for a letter of condolence to the family of Mr. Michael Danos.

Mr. Dellafosse asked for a letter of condolence to the family of Mrs. Edwina Hall and to the family of Mr. Alfred Jackson.

SCHEDULE COMMITTEES

March 29, 2022/5:00 p.m./Budget Committee April 26, 2022/5:00 p.m./A&P Committee

ADJOURN MEETING

On a motion to adjourn by Mr. Hardy and a sec 8:38 p.m. on a unanimous vote.	ond by Mr. Breaux, the meeting was adjourned at
Annette Ballard, President	Karl Bruchhaus, Secretary

RESOLUTION

A RESOLUTION PROVIDING FOR REDISTRICTING OF THE CALCASIEU PARISH SCHOOL BOARD

BE IT RESOLVED by the Calcasieu Parish School Board that:

Section 1.

The Calcasieu Parish School Board does maintain the membership of the Calcasieu Parish School Board at fifteen (15) members. The present terms of all current members of the Calcasieu Parish School Board shall not be reduced or otherwise affected by this resolution.

Section 2.

From and after the effective date of this resolution there are established School Board election districts numbered one (1) through fifteen (15), each of which shall be represented by one member of the Calcasieu Parish School Board. The precincts contained in each of the fifteen (15) election districts and the respective Board members are set forth in Exhibit A attached hereto and made a part of this resolution, as if set forth herein in full. The precinct boundaries, as they existed on the date of adoption of this Resolution, and as shown on the attached Exhibit B (the map), shall be and are hereby established as the boundaries for the precincts designated in the election districts set forth in Exhibit A referred to above.

Section 3.

Members of the Calcasieu Parish School Board elected to a full term after the effective date of this resolution shall serve concurrent terms of four years as established by LSA-R.S. 17:52 and 17:71.2 commencing on January 1, 2021.

Section 4.

This resolution and the redistricting provided for herein shall be effective at the end of the term of the incumbent board members as authorized by LSA- R.S. 17:71.4 and 17:71.5, and shall therefore be used in the qualifying for regular election of their replacements in the fall of 2022. The Secretary of the Calcasieu Parish School Board is authorized and directed to publish this resolution in the official journal of the Board.

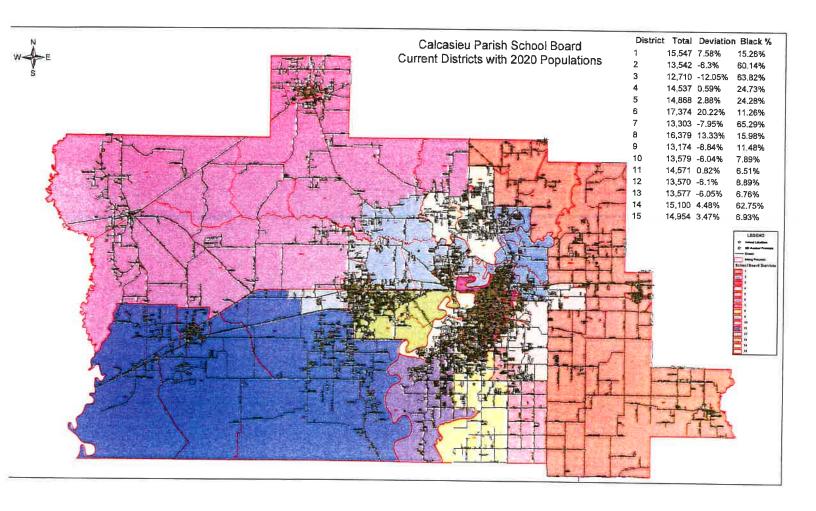
Section 5.

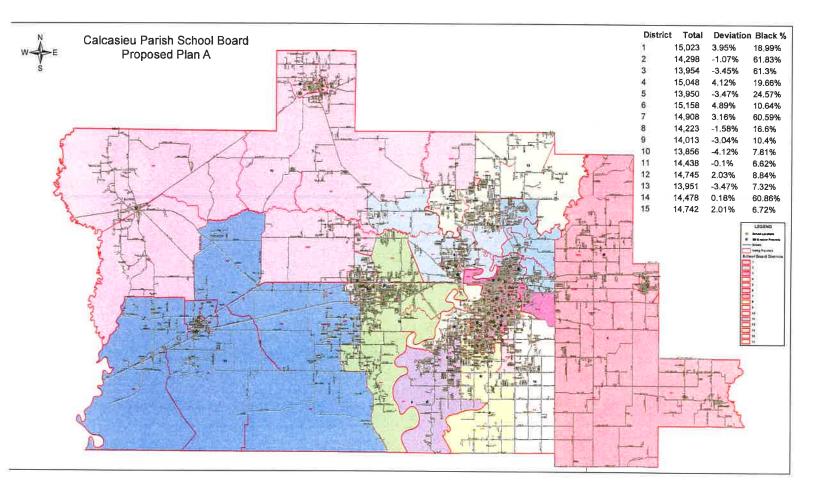
A certified copy of this resolution shall be submitted by certified mail to the Louisiana Secretary of State.

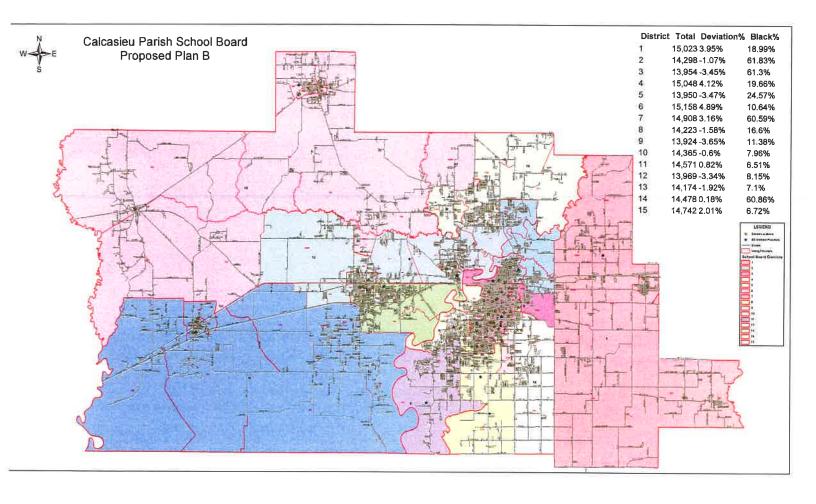
<u>Section 6.</u> Any actions, Resolutions, or parts thereof, held to be in conflict with this Resolution are hereby repealed commencing with its effective date.

PASSED, AD	OPTED AND APPROVED at Lake Charles, Louisiana on the	_ day of
, 2021.		
	ANNETTE BALLARD, President Calcasieu Parish School Board	
ATTEST:		
KARL BRUCCHAUS Calcasieu Parish Scho	·	

Current







BOND RESOLUTION

A RESOLUTION PROVIDING FOR ISSUANCE, SALE AND **DELIVERY OF** \$2,890,000 GENERAL **OBLIGATION** REFUNDING BONDS OF SCHOOL DISTRICT NO. 21 OF CALCASIEU PARISH, LOUISIANA, **SERIES** 2022; PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS AND APPLICATION OF PROCEEDS THEREOF TO REFUNDING CERTAIN GENERAL OBLIGATION REFUNDING BONDS OF SAID DISTRICT: AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, School District No. 21 of Calcasieu Parish, Louisiana (the "District" or "Issuer") has heretofore issued \$6,220,000 of its General Obligation Refunding Bonds, 2012 Series, dated February 15, 2012 on original issue, maturing July 15, 2023 through July 15, 2028 (the "Refunded Bonds"), which Refunded Bonds are payable from a pledge and dedication of that portion of the net avails or proceeds of ad valorem taxes levied on all properties subject to taxation within the District, all in accordance with Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, and Chapter 14-A of Title 39 of the Louisiana Revised Statues of 1950, as amended, and other constitutional and statutory authority supplemental thereto (collectively, the "Prior Act"); and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana (the "Board"), governing authority of the District, has found and determined that refunding all outstanding maturities of the Refunded Bonds, would be advantageous to the District; and

WHEREAS, the Board has adopted a preliminary resolution on August 10, 2021, as supplemented and amended by and Amending and Supplemental Resolution adopted on January 11, 2022, expressing its intention to issue general obligation refunding bonds of the District in an aggregate principal amount not to exceed \$3,400,000 pursuant to the provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Subpart A of Part II, Chapter 4, Subtitle II of Title 39 and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 et seq.), and other constitutional and statutory authority supplemental thereto (collectively, the "Act"); and

WHEREAS, the State Bond Commission, on September 16, 2021 granted authority for issuance of the Bonds in the aggregate principal amount not exceeding 3,400,000, said Bonds to bear interest at a rate or rates not exceeding 5.00% per annum; and

WHEREAS, pursuant to the Act, it is now the desire of the District to adopt this Bond Resolution in order to provide for issuance by the District of \$2,890,000 principal amount of its General Obligation Refunding Bonds, Series 2022 (the "Bonds"), for the purpose of refunding the Refunded Bonds, to fix the details of the Bonds and to sell the Bonds to the purchaser thereof; and

WHEREAS, in connection with refunding of the Refunded Bonds, the District has found and determined that it would be of substantial benefit to purchase a municipal bond insurance policy as more fully provided for herein, and to authorize acquisition thereof; and

WHEREAS, it is further necessary to provide for application of the proceeds of the Bonds and to provide for other matters in connection with payment or redemption of the Refunded

WHEREAS, in connection with issuance of the Bonds, it is necessary that provision be made for payment of the principal, interest and redemption premium, if any, of the Refunded Bonds described in **Exhibit A** hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to a Notice of Redemption;

WHEREAS, the District desires to sell the Bonds to the purchaser thereof and to fix the details of the Bonds and the terms of the sale of the Bonds in accordance with the Bond Purchase Agreement attached hereto as **Exhibit B**;

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, State of Louisiana, acting as the governing authority of the District, that:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. The statements of fact expressly contained within the preamble to this Resolution have been specifically reviewed by the Issuer's School Board Members and are found to be factually true and correct and are made resolutions of the Issuer.

SECTION 1.2 <u>Definitions.</u> The following terms shall have the following meanings in this resolution unless the context otherwise requires:

"Act" shall mean Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Subpart A of Part II, Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statues of 1950, as amended (La. R.S. 39:501 et seq.), and other constitutional and statutory authority supplemental thereto.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Bond" or "Bonds" shall mean, collectively, any or all of the General Obligation Refunding Bonds, Series 2022, of the District, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond. The Bonds shall be secured by and payable from unlimited ad valorem taxes levied and collected upon all taxable properties within the District, and insured by the Policy.

"Bondholder," "Registered Owner," or "Owner" shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent. Notwithstanding any provision of this Bond Resolution to the contrary, BAM shall, at all times, be deemed an owner of all the Bonds for the purposes of consenting to any resolution supplementing or amending this Bond Resolution, and shall be notified in advance of the adoption of any resolution supplemental or amendatory hereto whether or not the consent of the Owners is required.

- **"Bond Counsel"** shall mean an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.
- "Bond Obligation" shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.
- "Bond Resolution" shall mean the resolution authorizing issuance of the Bonds, as further amended and supplemented as herein provided.
- "Bond Year" shall mean the one-year period ending on the principal payment date on the Bonds (July 15 for the Bonds).
- "Business Day" shall mean a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.
 - "Code" shall mean the Internal Revenue Code of 1986, as amended.
- "Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the District, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance policy securing payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the District in connection with the original issuance of Bonds.
- "Current Refunding Fund" shall mean the fund by that name created pursuant to Section 13.3 hereof.
- "Debt Service" for any period shall mean, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Bonds and (ii) the principal amount of Bonds which mature during such period.
- "Defeasance Obligations" shall mean (a) cash or (b) non callable Government Securities.
- "District" or "Issuer" shall mean School District No. 21 of Calcasieu Parish, State of Louisiana.
- **"Executive Officers"** shall mean the President, the Secretary, and the Chief Financial Officer of the Calcasieu Parish School Board.
- "Fiscal Year" shall mean the one-year period commencing on July 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the District.
- "Governing Authority" shall mean the School Board of Calcasieu Parish, State of Louisiana, or its successor in function.

"Government Securities" shall mean direct general obligations of, or obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Interest Payment Date" shall mean January 15 and July 15 of each year, commencing July 15, 2022, with respect to the Bonds.

"Outstanding," when used with reference to the Bonds, shall mean as of any date, all Bonds theretofore issued under the Bond Resolution, except:

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

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

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

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

"Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Bonds when due.

"Qualified Investments" shall mean (i) cash, (ii) Government Securities, and (iii) time certificates of deposit of state banks organized under the laws of the State and national banks having their principal office in the State which are fully collateralized by government securities as provided by Louisiana law, or any other investment security which may be permitted by Louisiana law and approved in writing by BAM with notice to Standard & Poor's Corporation.

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

"Refunded Bonds" shall mean those bonds of the District's outstanding General Obligation Refunding Bonds, 2012 Series, dated February 15, 2012 on original issue, maturing July 15, 2023 through July 15, 2028, which are being refunded by the Bonds, as more fully described in Exhibit A hereto.

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

"Series 2022 Bond" or "Bonds" shall mean any or all of the General Obligation Refunding Bonds of the District's Series 2022 Bonds, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Series 2022 Bond.

"State" shall mean the State of Louisiana.

"Underwriter" shall mean Crews & Associates, Inc., of Little Rock, Arkansas.

SECTION 1.3. <u>Interpretation.</u> In this Bond Resolution, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Resolution shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

- SECTION 2.1. <u>Authorization of Bonds.</u> (a) This Bond Resolution creates one series of Bonds to be designated "General Obligation Refunding Bonds of School District No. 21 of Calcasieu Parish, Louisiana, Series 2022" and provides for the full and final payment of the principal or redemption price of, and interest on all the Bonds.
- (b) The Bonds issued under this Bond Resolution shall be issued for the purpose of refunding the Refunded Bonds through the proceeds of the Bonds, in order to provide for payment of the principal of, premium, if any, and interest on the Refunded Bonds as provided in Section 13.1 hereof.
- (c) It is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Resolution, provision will have been made for the performance of all covenants and agreements of the District incidental to the Refunded Bonds, and accordingly, and in compliance with all that is herein provided, the District is expected to have no future obligation with reference to the aforesaid Refunded Bonds, except to assure that the Refunded Bonds are paid from the proceeds of the Bonds, and that the Refunded Bonds will be defeased pursuant to the terms of the resolution of the Governing Authority which authorized their issuance, and the Act.

SECTION 2.2. Bond Resolution to Constitute Contract. In consideration of the purchase

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

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

SECTION 2.4. <u>Authorization and Designation</u>. Pursuant to the provisions of the Act, there is hereby authorized issuance of \$2,890,000 principal amount of Bonds to be designated "General Obligation Refunding Bonds of School District No. 21 of Calcasieu Parish, Louisiana, Series 2022," for the purpose of refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

SECTION 2.5. <u>Denominations, Dates, Maturities and Interest.</u> The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof within a single maturity, shall be numbered R-l upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on July 15 in the years and in the principal amounts and shall bear interest, payable on January 15 and July 15 of each year commencing July 15, 2022, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

DUE	MATURITY	INTEREST
(July 15)	<u>AMOUNT</u>	RATE
2022	\$25,000	4.000%
2023	425,000	4.000%
2024	445,000	4.000%
2025	465,000	4.000%
2026	490,000	4.000%
2027	510,000	3.000%
2028	530,000	3.000%

The principal and premium, if any, of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner (determined as of the Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date

to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the District shall default in payment of interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest at their stated rate from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) not withstanding cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1. Exchange of Bonds; Persons Treated as Owners. The District shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond Resolution to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the District, BAM or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds. Upon the occurrence and continuance of an Event of Default, as defined in Section 9.1, which would require BAM to make payments under the Policy, BAM and its designated agent shall be provided with access to inspect and copy the registration books of the District for the Bonds.

Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Bonds of authorized denomination of the same maturity and like aggregate principal amount. At the option of the Owner, Bonds may be exchanged for other Bonds of authorized denominations of the same maturity and like aggregate principal amount, upon surrender of the Bonds to be exchanged at the principal corporate trust office of the Paying Agent. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive. All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The District and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 1st calendar day of the month in which an Interest Payment is due, or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the District, evidencing the same debt and entitled to the same benefits under this Bond Resolution as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the District, BAM and the Paying Agent, and any agent of the District, BAM or the Paying Agent may

deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Governing Authority may in its discretion adopt a resolution and thereby authorize issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the District, BAM and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the District, BAM and the Paying Agent, (ii) giving to the District, BAM and the Paying Agent an indemnity bond in favor of the District and the Paying Agent in such amount as the District and BAM may reasonably require, (iii) compliance with such other reasonable regulations and conditions as the District and BAM may prescribe and (iv) paying such expenses as the District, BAM and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the District may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the District, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This Bond is issued to replace a lost, canceled or destroyed Bond under the authority of La. R.S. 39:515."

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

SECTION 3.3. <u>Preparation of Definitive Bonds, Temporary Bonds</u>. Until the definitive Bonds are prepared, the District may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds.

SECTION 3.4. <u>Cancellation of Bonds.</u> All Bonds paid or redeemed either at or before maturity, together with all Bonds purchased by the District, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Executive Officers an appropriate certificate of cancellation.

SECTION 3.5. <u>Execution</u>. The Bonds shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the President and Secretary of the Calcasieu Parish School Board, and the corporate seal of the Calcasieu Parish School Board (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be

delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the District may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 3.6. Book Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Bonds, and held in the custody of DTC. The Secretary of the Issuer or any other officer of the Issuer is authorized to execute of the Bonds in "book-entry only" format. The Paying Agent is hereby directed to execute said Letter of Representation. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Bond Resolution and said Letter of Representation. Initially, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

Notwithstanding anything to the contrary herein, while the Bonds are issued in book-entry-only form, the payment of principal of, premium, if any, and interest on the Bonds may be payable by the Paying Agent by wire transfer to DTC in accordance with the Letter of Representation.

For every transfer and exchange of the Bonds, the beneficial Owner may be charged a sum sufficient to cover such beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

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

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

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

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

Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Bond Resolution of holding, delivering or transferring the

Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

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

SECTION 3.7. Regularity of Proceedings. The District, having investigated the regularity of the proceedings had in connection with issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to-wit:

"It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana."

ARTICLE IV

PAYMENT OF BONDS; DISPOSITION OF FUNDS

SECTION 4.1. <u>Deposit of Funds With Paying Agent</u>. The District covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from collection of the Pledged Tax Revenues or other funds available for such purpose, at least five (5) Business Days in advance of the date on which payment of principal, premium, if any, and/or interest falls due on the Bonds, funds fully sufficient to pay promptly the principal, premium, if any, and interest so falling due on such date.

SECTION 4.2. <u>District Obligated to Collect Tax.</u> In compliance with the laws of the State, the District, through the Governing Authority, by proper resolutions and/or ordinances is obligated to cause the ad valorem taxes to continue to be assessed, levied and collected for the full period of their authorization or until all of the Bonds have been retired as to both principal and interest, or provision therefor has been made in accordance with the provisions of Section 11.1 hereof, and further the District shall not discontinue or terminate or permit to be discontinued or terminated the ad valorem taxes in anticipation of the collection of which the Bonds have been issued, nor in any way make any change which would adversely affect the amount of the Pledged Tax Revenues to be received by the District until all of the Bonds have been retired as to both principal and interest, or provision therefor has been made in accordance with the provisions of Section 11.1 hereto.

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Tax Revenues shall be deposited as the same may be collected to the credit of the District, in separate and special bank accounts established and maintained with the regularly designated fiscal agent of the Calcasieu Parish School Board and designated "School District No. 21 2022 General Obligation Refunding Bond Sinking Fund" (the "Sinking Fund."). Funds on deposit in the Sinking Fund shall constitute dedicated funds of the District, from which appropriations and expenditures by the District shall be made solely for the purposes of paying the principal of, interest on, and redemption premium, if any, of the Bonds. Said fiscal agent shall transfer from said Sinking Fund to the paying

agent bank or banks for all Bonds payable from said fund, at least five (5) Business Days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

All or any part of the moneys in the Sinking Fund shall, at the written request of the District, be invested in Qualified Investments, provided that Bond proceeds representing accrued interest, if any, shall be invested in Government Securities, maturing prior to the first interest payment date of the respective issues of bonds as herein provided. All income derived from such investments shall be added to the applicable Sinking Fund, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which the Sinking Fund is herein created.

SECTION 4.4. Funds to Constitute Trust Funds. The Sinking Fund provided for in Section 4.3 hereof shall be and constitute a trust fund for the purposes provided in this Bond Resolution, and the Owners of Bonds issued pursuant to this Bond Resolution are hereby granted a lien on all such funds until applied in the manner provided herein. The moneys in such fund shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State.

SECTION 4.5. Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 4.3, investments shall be valued at the lower of cost or market price, exclusive of accrued interest. With respect to the Sinking Fund valuation shall occur annually. If any investment in the Sinking Fund ceases to be a Qualified Investment, then such non-conforming investment shall be sold or liquidated (unless otherwise approved by BAM) and the proceeds thereof invested in Qualified Investments.

ARTICLE V

REDEMPTION OF BONDS

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

ARTICLE VI

PARTICULAR COVENANTS, ADDITIONAL BONDS

SECTION 6.1. Obligation of the District in Connection with Issuance of the Bonds. As a condition of the issuance of the Bonds, the District hereby binds and obligates itself to: deposit irrevocably in trust with the Paying Agent under the terms and conditions of the Paying Agent Agreement, as hereinafter provided, an amount of the proceeds derived from issuance and sale of the Bonds as will enable the Paying Agent to (i) pay the interest on the Refunded Bonds through July 15, 2022 and to pay in full on July 15, 2022, the principal of the Refunded Bonds; and (ii) deposit with the Paying Agent such amount of the proceeds of the Bonds as will enable the Paying Agent to pay the Costs of Issuance.

SECTION 6.2. <u>Payment of Bonds</u>. The District shall budget in each Fiscal Year sufficient Pledged Tax Revenues to make all payments required by Section 4.3 in such Fiscal Year, and

shall also duly and punctually pay or cause to be paid as herein provided, the principal of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 6.3. Obligation to Collect Taxes. The District recognizes that the Governing Authority is bound under the terms and provisions of law, to levy and impose and cause the enforcement and collection the ad valorem taxes which secure issuance of the Bonds, and to provide for the proper application thereof, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Governing Authority from altering or amending from time to time as may be necessary the resolutions and/or ordinances adopted providing for the levying, imposition, enforcement and collection of the ad valorem taxes or any subsequent resolution and/or ordinance providing therefor, provided that such alterations or amendments shall not be made in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. The resolutions and/or ordinances imposing the ad valorem taxes and pursuant to which the ad valorem taxes are being levied, collected and allocated, and the obligation to continue to levy, collect and allocate the ad valorem taxes and to apply the Pledged Tax Revenues in accordance with the provisions of this Bond Resolution, shall be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana, nor the District may discontinue the ad valorem taxes or permit to be discontinued the ad valorem taxes in anticipation of the collection of which the Bonds have been issued or in any way make any change in ad valorem taxes which would diminish the amount of the Pledged Tax Revenues to be received by the District until all of the Bonds shall have been retired as to both principal and interest.

SECTION 6.4. <u>Indemnity Bonds</u>. So long as any of the Bonds are outstanding and unpaid, the District shall require all of its officers and employees who may be in a position of authority or in possession of money derived from collection of the ad valorem taxes, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the District from loss.

SECTION 6.5. <u>District to Maintain Books and Records.</u> So long as any of the Bonds are outstanding and unpaid in principal or interest, the District shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the receipts of the ad valorem taxes, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the District shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements made for the account of the Sinking Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds or BAM. The District further agrees that the Paying Agent, BAM and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the District relating to the ad valorem taxes.

SECTION 6.6. <u>Pledged Tax Revenues Not Encumbered</u>. As of this date, the Pledged Tax Revenues are not pledged or encumbered in any way, except to the payment of the Refunded Bonds and other bonds previously issued by the District.

SUPPLEMENTAL BOND RESOLUTIONS

SECTION 7.1. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, a resolution and/or ordinance supplemental hereto may be adopted, which, upon filing with the Paying Agent and BAM of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms: (a) to add to the covenants and agreements of the District in the Bond Resolution other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (b) to add to the limitations and restrictions in the Bond Resolution other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (c) to surrender any right, power or privilege reserved to or conferred upon the District by the terms of the Bond Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the District contained in the Bond Resolution; (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Resolution; or (e) to insert such provisions clarifying matters or questions arising under the Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with the Bond Resolution as theretofore in effect. Notwithstanding the foregoing, no provision of the Bond Resolution expressly recognizing or granting rights in or to BAM may be amended in any manner which affects the rights of BAM under the Bond Resolution without the prior written consent of BAM.

SECTION 7.2. Supplemental Resolutions Effective with Consent of Owners. Except as provided in Section 7.1, any modification or amendment of the Bond Resolution or of the rights and obligations of the District and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental resolution, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the District to levy and collect the ad valorem taxes for payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto. For purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Bond Resolution if the same adversely affects or diminishes the rights of the Owners of said Bonds. The consent of BAM shall be required (i) in addition to Bondholder consent, when required, for adoption of any supplemental resolution, and all supplemental resolutions must be filed with BAM immediately upon adoption, (ii) for removal of the Paying Agent and selection and appointment of any successor paying agent; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires Bondholder consent.

ARTICLE VIII

PARITY BONDS

SECTION 8.1. <u>Issuance of Parity Bonds</u>. All of the Bonds shall enjoy complete parity of lien on the Pledged Tax Revenues despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The District may issue other bonds or obligations payable from or enjoying a lien on the Pledged Tax Revenues on a parity with the Bonds.

The Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded.

ARTICLE IX

REMEDIES ON DEFAULT

SECTION 9.1. Events of Default. If one or more of the following events (in this Bond Resolution called Events of Default) shall happen, that is to say,

- (a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise (in determining whether a principal payment default has occurred, no effect shall be given to payments made under the Policy); or
- (b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable (in determining whether an interest payment default has occurred, no effect shall be given to payments made under the Policy); or
- (c) if default shall be made by the District in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Resolution, any supplemental resolution or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the District by BAM or the Owners of not less than 25% of the Bond Obligation (as defined in the Bond Resolution); or
- (d) if the District shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

then, upon the happening and continuance of any Event of Default, BAM and the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law; provided, however, that the exercise of remedies at the direction of the Owners is subject to the prior written consent of BAM, and BAM, acting alone, shall have the exclusive right to direct any action or remedy to be undertaken so long as it is not then in default of its payment obligations under the Policy. Under no circumstances may the principal or interest of any of the Bonds be accelerated. The District shall notify BAM immediately upon the occurrence of any Event of Default. All remedies shall be cumulative with respect to the Paying Agent, the Owners and BAM; if any remedial action is discontinued or abandoned, the Paying Agent, the Owners and BAM shall be restored to the former positions.

SECTION 9.2. <u>Notice to Insurer of Events of Default.</u> The Paying Agent shall provide BAM with immediate notice of any Event of Default, and notice of any other default known to the Paying Agent within five Business Days of the Paying Agent's knowledge thereof.

CONCERNING FIDUCIARIES

SECTION 10.1. Paying Agent; Appointment and Acceptance of Duties. The District will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Resolution. The designation of Hancock Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the District.

SECTION 10.2. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least \$30,000,000, or assets under management of at least \$25,000,000, and (iii) be subject to supervision or examination by Federal or state authority, and (iv) be acceptable to BAM. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent, and until written notice thereof shall have been given to BAM. BAM shall have the right to remove the Paying Agent upon written notice to the District and the Paying Agent. Any successor Paying Agent, if applicable, shall not be appointed unless BAM approves such successor in writing. Notwithstanding any other provision of this Bond Resolution, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Bond Resolution, the Paying Agent shall consider the effect on the Bondholders as if there were no Policy.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. <u>Defeasance</u>. (a) If the District shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest to become due thereon, and any amounts which may be then payable by the District with respect to the Policy to BAM, at the times and in the manner stipulated therein and in this Bond Resolution, then the covenants, agreements and other obligations of the District to the Bondholders shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the District, execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the District any moneys, securities and funds held by it pursuant to the Bond Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Bonds or interest installments for the payment of which sufficient Defeasance Obligations shall have been set aside and held in trust by the Paying Agent or an escrow agent (through deposit by the District of funds for such payment or redemption or otherwise) at a maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section.

Any Bond shall, prior to maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having

such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal thereof, together with all accrued interest and (ii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal and all accrued interest shall have been verified by an independent certified public accountant.

No defeasance shall be effective unless BAM and the Paying Agent shall be provided with a copy of the accountant's verification referred to in (ii) above, together with an opinion of Bond Counsel, addressed to the District, BAM and the Paying Agent, that the Bonds are no longer Outstanding under the Bond Resolution and the laws of the State. In connection with the defeasance of any of the Bonds, the escrow agreement shall provide that no substitution of any Defeasance Obligation shall be permitted except with other qualifying Defeasance Obligations and with upon delivery of a new accountant's verification and opinion of Bond Counsel.

Neither Defeasance Obligations deposited pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest to become due on the Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

Notwithstanding the foregoing, amounts paid by BAM under the Policy shall not be deemed to be paid or defeased and shall continue to be due and owing until paid by the District in accordance with this Bond Resolution. All covenants, agreements and other obligations of the District to the Bondholders shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such Bondholders.

SECTION 11.2. Evidence of Signatures of Bondholders and Ownership of Bonds. (a) Any request, consent, revocation of consent or other instrument which the Bond Resolution may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of the Bond Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

- 1. The fact and date of execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;
- 2. The ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent.

- (b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in accordance therewith.
- SECTION 11.3. <u>Moneys Held for Particular Bonds</u>. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.
- SECTION 11.4. Parties Interested Herein. Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the District, BAM, the Paying Agent and Owners of the Bonds any right, remedy or claim under or by reason of the Bond Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Bond Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, BAM, the Paying Agent and Owners of the Bonds.
- SECTION 11.5. No Recourse on the Bonds. No recourse shall be had for payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Resolution against any member of the Governing Authority or officer of the District or any person executing the Bonds.
- SECTION 11.6. <u>Successors and Assigns.</u> Whenever in this Bond Resolution the District are named or referred to, it shall be deemed to include their successors, and assigns and all the covenants and agreements in this Bond Resolution contained by or on behalf of the District shall bind and inure to the benefit of their successors, and assigns whether so expressed or not.
- SECTION 11.7. <u>Subrogation</u>. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof, or BAM, shall be subrogated to all the rights and remedies against the District had and possessed by the Owner or Owners of the Refunded Bonds.
- SECTION 11.8. Severability. In case any one or more of the provisions of the Bond Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Resolution which validates or makes legal any provision of the Bond Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Resolution and to the Bonds.
- SECTION 11.9. <u>Bank Qualification</u>. The Board has determined that the Series 2022 Bonds be, and they are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(D)(ii) of the Internal Revenue Code of 1986 (the "Code"), for the following reasons:
- (i) The amount of the Series 2022 Bonds does not exceed the outstanding amount of the Refunded Bonds;
- (ii) The weighted average maturity of the Series 2022 Bonds does not exceed the weighted average maturity of the Refunded Bonds;
- (iii) The final maturity date of the Series 2022 Bonds is not later than 30 years after the date of the Refunded Bonds; and

(iv) The Refunded Bonds were properly designated by the Issuer as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code and are being currently refunded by the Series 2022 Bonds.

As such, the Series 2022 Bonds will not count toward the current calendar year tax-exempt obligations limit.

SECTION 11.10. <u>Publication of Bond Resolution</u>. This Bond Resolution shall be published one time in the official journal of the Governing Authority; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 11.11. Execution of Documents. In connection with issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the District such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Resolution, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 11.12. <u>Recordation.</u> A certified copy of this Bond Resolution shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Calcasieu, State of Louisiana.

SECTION 11.13. <u>Preamble.</u> The statements of fact expressly contained within the preamble to this Bond Resolution have been specifically reviewed by the Issuer's School Board Members and are found to be factually true and correct and are made resolutions of the Issuer.

SECTION 11.14. <u>Insurer Provisions.</u> <u>Notice and Other Information to be given to BAM</u>. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the holders of Insured Obligations or the Paying Agent under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _______, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Amendments, Supplements and Consents.

- a. Amendments. Wherever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.
- b. Consent of BAM Upon Default. Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM's written consent.

BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

Policy Payments.

- a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.
- b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:
 - i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Department and the Bonds; and
 - ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- c. Special Provisions for Insurer Default: If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C)

any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

ARTICLE XII

SALE OF BONDS

SECTION 12.1. <u>Sale of Bonds.</u> The Bonds are hereby awarded to and sold to the Underwriter at a price of \$3,053,269.45, comprised of \$2,890,000.00 principal, less an Underwriter's Discount in the amount of \$21,675.00, plus original issue premium in the amount of \$184,944.45, and under the terms and conditions set forth in the Bond Purchase Agreement in form substantially as attached hereto as **Exhibit B**, and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Underwriters or their agents or assigns, upon receipt by the District of the agreed purchase price. The execution by the Superintendent, duly authorized, of the Bond Purchase Agreement attached hereto as **Exhibit B** is hereby ratified and approved and accepted and the Executive Officers are hereby authorized, empowered and directed to deliver or cause to be executed and delivered all documents required to be executed on behalf of the District or deemed by them necessary or advisable to implement this Bond Resolution or to facilitate the sale of the Bonds.

SECTION 12.2. Official Statement. The District hereby approves the form and content of the Preliminary Official Statement pertaining to the Bonds, as submitted to the District, and hereby ratifies its prior use in connection with offering and sale of the Bonds. The District further approves the form and content of the final Official Statement and hereby ratifies execution thereof by the Executive Officers and delivery of such final Official Statement to the Underwriter for use in connection with the public offering of the Bonds.

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

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

ARTICLE XIII

REDEMPTION OF REFUNDED BONDS

SECTION 13.1. <u>Call for Redemption</u>. Subject only to delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption on July 15, 2022, at a redemption price of 100% of the principal amount of each bond so redeemed, and accrued interest to the date of redemption,

in compliance with the resolution authorizing their issuance.

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

SECTION 13.3. <u>Current Refunding Fund</u>. The Paying Agent shall open a Current Refunding Fund to hold the proceeds for redemption of the Refunded Bonds, and shall transfer the necessary amounts to the previous purchasers of the Refunded Bonds on July 15, 2022 to redeem the Refunded Bonds. Any amounts remaining after redemption of the Refunded Bonds shall be returned to the Issuer.

ARTICLE XIV

CONTINUING DISCLOSURE UNDERTAKING

SECTION 14.1. <u>Continuing Disclosure</u>. The Chief Financial Officer of the Calcasieu Parish School Board, as governing authority of the District, is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in Appendix D of the Official Statement issued in connection with the issuance and sale of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

ADOPTED AND APPROVED on this 15th day of March, 2022.

	/s/ Annette Ballard
	ANNETTE BALLARD, President
	Calcasieu Parish School Board
ATTEST:	
/s/ Karl Bruchhaus	
KARL BRUCHHAUS, Secretary	
Calcasieu Parish School Board	
, Louisiana, on this 15 th day of March, 2022.	
	KARL BRUCHHAUS, Secretary

Exhibit A TO BOND RESOLUTION

OUTSTANDING BONDS TO BE REFUNDED

\$6,220,000 GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 21 OF CALCASIEU PARISH, LOUISIANA 2012 SERIES

MATURITY		INTEREST	CUSIP
DATE	PRINCIPAL	RATE	NO
07/15/23	435,000	3.000%	128488 CH4
07/15/24	450,000	4.000%	128488 CJ0
07/15/25	470,000	4.000%	128488 CK7
07/15/26	495,000	4.000%	128488 CL5
07/15/27	515,000	4.000%	128488 CM3
07/15/28	540,000	4.000%	128488 CN1

The Refunded Bonds will be called for redemption on July 15, 2022, at a price of par and accrued interest through the redemption date.

A-1

Exhibit B TO BOND RESOLUTION

BOND PURCHASE AGREEMENT

Exhibit C TO BOND RESOLUTION

(FACE OF SERIES 2022 BOND)

Unless this Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the City or their agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of CEDE & CO. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, CEDE & CO., has an interest herein. As provided in the Bond Resolution referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the Bond Resolution to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or any nominee thereof.

UNITED STATES OF A	AMERICA	STA	TE OF LOUISIANA
REGISTERED	PARISH OF CA	LCASIEU	REGISTERED
NO. R		\$	
	GENERAL OBLIGATION OF SCHOOL DISTRICT CALCASIEU PARISH SERIES 2	CT NO. 21 OF I, LOUISIANA	
DATED DATE 	INTEREST RATE:	MATURITY DATE: July 15,	CUSIP: 128488
	of Calcasieu Parish, Louisiana If indebted and promises to pay	•), for value received,

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT

or registered assigns, on the maturity date set forth above, the principal amount set forth above, together with interest thereon from the date hereof, said interest payable semi-annually on January 15 and July 15 in each year, beginning July 15, 2022, at the interest rate per annum set forth above until said principal sum is paid. The principal of this Bond upon maturity is payable in lawful money of the United States of America at the principal corporate trust office of Hancock Whitney Bank, Baton Rouge, Louisiana (the Paying Agent/Registrar), or successor thereto, upon presentation and surrender hereof. Interest on this Bond is payable by check mailed on each interest payment date by the Paying Agent/Registrar to the registered owner (determined as of the first calendar day of the month in which an Interest Payment is due) at the address as shown on the books of the Paying Agent/Registrar.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution defined hereinafter until the Certificate of Registration hereon shall have been signed by the Paying Agent/Registrar.

IN WITNESS WHEREOF, the Calcasieu Parish School Board, acting as the governing authority of School District No. 21 of Calcasieu Parish, Louisiana, has caused this Bond to be executed in its name by the facsimile signatures of its President and Secretary and the impress or imprint hereon of the seal of said School Board, and this Bond to be dated April 19, 2022.

CALCASIEU PARISH SCHOOL BOARD

/s/ [facsimile] /s/ [facsimile]

KARL BRUCHHAUS. SECRETARY

ANNETTE BALLARD, PRESIDENT

(Lower Left)

PAYING AGENT/REGISTRAR'S CERTIFICATE OF REGISTRATION

This Bond is one of the Bonds referred to in the within mentioned Bond Resolution.

Hancock Whitney Bank as Paying Agent/Registrar

By:

Authorized Officer Date of Authentication:

(FORM OF REVERSE OF BOND)

This Bond is one of an issue, the Bonds of which are all of like date, tenor and effect, except as to the number, maturity and rate of interest, aggregating in principal the sum of TWO MILLION EIGHT HUNDRED NINETY THOUSAND AND NO/100 (\$2,890,000) DOLLARS; said Bonds to mature and are issued pursuant to a resolution adopted on March 15, 2022, as amended or supplemented from time to time by the Issuer (together, the "Bond Resolution"), under and by virtue of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Sub-Part A of Part II of Chapter 4 of Subtitle II of Title 39 and Chapter 14-A of Title 39 of the Louisiana Revised Statues of 1950, as amended, and other constitutional 30 the Solution of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto, and all other laws on the same subject matter, and pursuant to proceedings regularly and legally taken by the Issuer, for the purpose of: (i) current refunding all of the Issuer's \$6,220,000 General Obligation Refunding Bonds, 2012 Series maturing July 15, 2023 through July 15, 2028 (the "Refunded Bonds"); and (ii) paying the costs of issuance of the Series 2022 Bonds, including the premium for a bond insurance policy.

This Bond and the issue of which it forms a part are payable out of the receipt of unlimited ad valorem taxes levied on all properties subject to taxation within the District, and in compliance with an election held within the Issuer on March 8, 2008 (the "Tax"), all as provided in the Bond Resolution. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of the Tax revenues to be received by the Issuer until all of such Bonds shall have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and provisions permitting the issuance of pari passu additional bonds under certain conditions, reference is hereby made to the Bond Resolution.

The Paying Agent/Registrar for this issue is Hancock Whitney Bank, Baton Rouge, Louisiana. This Bond shall pass by delivery on the books of the Issuer to be kept for that purpose at the principal corporate trust office of the Registrar and such registration is noted hereon. After such registration no transfer shall be valid unless made on said books at said office by the registered owner in person or by his duly authorized attorney and similarly noted hereon. This Bond may not be discharged from registration by like transfer to bearer. The Issuer and the Registrar may treat the registered owner as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue and shall not be bound by any notice to the contrary.

Optional Redemption. The Series 2022 Bonds are not subject to redemption prior to maturity.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond necessary to constitute the same as a legal, binding and valid obligation of the Issuer, have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana.

The Bonds are "qualified tax-exempt obligations" under Section 265(b)(3)(D)(ii) of the Internal Revenue Code of 1986, as amended.

ASSIGNMENT

FOR VALUE REC	CEIVED, _					_, the under	rsigne	d, hereby	
sells,	, s				trans		unto		
the within Bond	and all	rights thereunder	, and	hereby	irrevocably	constitutes	and	appoints	
attorney or agent to	transfer the	e within Bond on	the boo	ks kept f	or registration	n thereof, wit	th full	power of	
substitution in the p	oremises.								
Dated:		£		NOTE	D 701 .				
				must co	E: The signorrespond with the face of the	th the name the within I	e as i Bond	t appears in every	

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Hancock Whitney Bank, Baton Rouge, Louisiana, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent, for the benefit of such owners under the Bond Resolution, at law or in equity.

Legal Opinion

[Insert legal opinion]

Legal Opinion Certificate

I, the undersigned Secretary of the Calcasieu Parish School Board, governing authority of School District No. 21 of Calcasieu Parish, Louisiana, do hereby certify that the above and foregoing is a true copy of the complete legal opinion of Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the Bonds of the issue described therein and was delivered to the Original Purchasers thereof. I further certify that an executed copy of the above-referenced legal opinion is on file in my office and that an executed copy thereof has been furnished to the Paying Agent/Registrar for this Bond.

Karl Bruchhaus, Secretary	

Exhibit D TO THE BOND RESOLUTION

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

GENERAL OBLIGATION REFUNDING BONDS 2012 SERIES DATED FEBRUARY 15, 2012 ON ORIGINAL ISSUE

> OF SCHOOL DISTRICT NO. 21 OF CALCASIEU PARISH, LOUISIANA

NOTICE IS HEREBY GIVEN that, pursuant to resolutions adopted on August 10, 2021, January 11, 2022 and March 15, 2022 (collectively, the "Bond Resolution"), by the Calcasieu Parish School Board, on behalf of School District No. 21 of Calcasieu Parish, Louisiana, acting as the governing authority of School District No. 21 (the "District"), has authorized issuance of \$2,890,000 of its General Obligation Refunding Bonds, Series 2022, to be dated the date of their delivery (the "Bonds"), a portion of the proceeds of which shall provide sufficient moneys to pay the interest through and the principal on July 15, 2022, on the District's General Obligation Refunding Bonds, 2012 Series, dated February 15, 2012 on original issue, consisting of all of the bonds of said issue which mature July 15, 2023 through July 15, 2028, inclusive (these maturities herein collectively referred to as the "Refunded 2012 Bonds"), as hereinafter set forth.

In accordance with the provisions of SubPart A, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statues of 1950, as amended (La. R.S. 39:501 to 531 inclusive), and other constitutional and statutory authority supplemental thereto, the Refunded 2012 Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the resolution of the District providing for their issuance. In accordance with the resolution providing for their issuance the Refunded 2012 Bonds are to be called for redemption at the earliest possible time, but not later than July 15, 2022.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded 2012 Bonds which have been so defeased are hereby further called for redemption, as follows:

The REFUNDED 2012 BONDS ARE TO BE REDEEMED ON JULY 15, 2022 at a redemption price of 100% of the principal amount thereof and accrued interest to the call date, <u>upon presentation and surrender of said bonds</u> at the principal corporate trust office of Argent Trust Company, Ruston, Louisiana, the paying agent therefor.

Said Refunded 2012 Bonds which are to be redeemed, as shown in **Exhibit A** attached hereto, shall be presented for payment at the place specified above, on the call date specified above, after which call date no further interest shall accrue or be paid on said outstanding bonds.

The owners of the Refunded 2012 Bonds which are hereby called for redemption pursuant to the terms of this notice are hereby notified and requested to present such Bonds for payment and redemption on the date and at the place specified above. The Refunded 2012 Bonds called for redemption will be paid from funds made available to the District upon issuance of the Bonds.

SCHOOL DISTRICT NO. 21 OF CALCASIEU PARISH, LOUISIANA

DV.		
BY:_		_
	Karl Bruchhaus, Superintendent	
	Calcasieu Parish School Board	

Date: April 19, 2022

Exhibit A

to Notice of Defeasance and Call for Redemption

OUTSTANDING BONDS TO BE REFUNDED

\$6,220,000 GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 21 OF CALCASIEU PARISH, LOUISIANA 2012 SERIES

MATURITY		INTEREST	CUSIP
DATE	PRINCIPAL	RATE	NO
07/15/23	435,000	3.000%	128488 CH4
07/15/24	450,000	4.000%	128488 CJ0
07/15/25	470,000	4.000%	128488 CK7
07/15/26	495,000	4.000%	128488 CL5
07/15/27	515,000	4.000%	128488 CM3
07/15/28	540,000	4.000%	128488 CN1

The Refunded Bonds will be called for redemption on July 15, 2022, at a price of par and accrued interest through the redemption date.

RESOLUTION

A RESOLUTION DECLARING THE INTENTION OF THE CALCASIEU PARISH SCHOOL BOARD, STATE OF LOUISIANA ("BOARD") TO PROCEED WITH A FINANCING IN AN AMOUNT NOT TO EXCEED TWENTY FIVE MILLION AND NO/100 DOLLARS (\$25,000,000) FOR THE PURPOSE OF FINANCING **DAMAGE** DEMOLITION, REPAIR, RECONSTRUCTION, RENOVATION, RESTORATION AND IMPROVEMENT SCHOOL BUILDINGS AND FACILITIES PREVIOUSLY CAUSED BY HURRICANES LAURA AND DELTA, INCLUDING ALL FURNISHINGS, FIXTURES AND FACILITIES INCIDENTAL OR NECESSARY IN CONNECTION THEREWITH; EMPLOYING BOND COUNSEL AND OTHER PROFESSIONALS; AUTHORIZING AND APPROVING THE FORM AND EXECUTION OF THE BOND PLACEMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE, **SALE** AND **DELIVERY** OF THE BONDS; AUTHORIZING AN APPLICATION TO THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL **FACILITIES** AND COMMUNITY DEVELOPMENT AUTHORITY; PAYING COSTS OF ISSUANCE OF THE DEBT, AND PROVIDING FOR OTHER MATTERS WITH RESPECT THERETO.

WHEREAS, as a direct result of unprecedented damage and destruction visited and inflicted upon the Parish of Calcasieu, State of Louisiana by Hurricanes Laura and Delta, seventy-five (75) of the seventy-five (75) public school facilities (the "Facilities") of the Calcasieu Parish School Board (the "Board") sustained damage, to varying degrees, the Board must borrow funds for the purpose of financing damage demolition, repair, reconstruction, remediation, renovation, restoration and improvement of its Facilities, and pay the costs of issuance of various series of revenue bonds for such purposes (the "Project");

WHEREAS, it is presently estimated the actual costs of damage demolition, repair, reconstruction, renovation, restoration and improvement of school Facilities owned and operated by the Board may total or exceed FOUR HUNDRED MILLION AND NO/100 (\$400,000,000) DOLLARS;

WHEREAS, it is presently anticipated the proceeds of insurance policies maintained by the Board for its Facilities will total FORTY MILLION AND NO/100 (\$40,000,000) DOLLARS:

WHEREAS, the Board has previously authorized and the Louisiana Local Government

Environmental Facilities and Community Development Authority (the "Authority"), a political subdivision of the State of Louisiana (the "State") established for public purposes pursuant to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 4548.16, inclusive) (the "Authority Act"), previously issued in three (3) separate series, on the Board's behalf a total of, ONE HUNDRED MILLION AND NO/100 (\$100,000,000) DOLLARS Revenue Bonds (Calcasieu Parish School Recovery Project) Series 2021, Series 2021A and Series 2021B (the "Prior Series);

WHEREAS, the Board also previously authorized an additional financing through the Authority in an amount of not to exceed FIFTY MILLION AND NO/100 (\$50,000,000) DOLLARS, Series 2021C, *et al*, of which the Authority issued on October 19, 2021, its \$25,000,000 Revenue Bonds (Calcasieu Parish School Recovery Project), Series 2021C;

WHEREAS, the Louisiana State Bond Commission granted approval of the additional financing on September 16, 2021;

WHEREAS, as a direct result of the unduly and unexpected delays in reimbursement of the Board's prior expenditures related to the Hurricanes by the United States Federal Emergency Management Agency ("FEMA"), and in order to continue and maintain a reasonable rate of recovery from the effects of Hurricanes, the Authority on behalf of the Board, deems it necessary to fund the Project, with an additional series of revenue bonds, in addition to the Prior Series;

WHEREAS, in order to finance projects by the State's political subdivisions of public infrastructure and public works of all types, the Authority is authorized to issue bonds and notes and loan the proceeds thereof to political subdivisions who become members of the Authority for such purposes, under the authority of the Authority Act, and other constitutional and statutory authority;

WHEREAS, the Board anticipates, and anticipated upon issuance of the Prior Series, substantial reimbursements from the United States Federal Emergency Management Agency ("FEMA"), for costs and expenses associated with storm damage recovery, remediation, and reconstruction, however, such reimbursements have not been as prompt, forthcoming or as necessary to keep pace with recovery, remediation, and reconstruction expenditures;

WHEREAS, the Board desires to proceed with an additional series through the Authority in an amount of not to exceed TWENTY FIVE MILLION AND NO/100 (\$25,000,000) DOLLARS, Series 2022, for a term not to exceed twenty (20) years at a rate of interest not to exceed five (5%) percent

per annum in order to fund the costs of the Project, in a manner and structure to be determined by subsequent resolution or ordinance;

WHEREAS, the Board continues to expect that significant portions of the costs of the Project will be funded through a grant/reimbursement process through FEMA, but the FEMA grant/reimbursement process is well known as both lengthy and requiring prior expenditure of Board funds prior to application for reimbursement;

WHEREAS, it is also the expectation of the Board that a portion of Project costs will be funded through Community Development Block Grants as well as donations and miscellaneous grants;

WHEREAS, the Board desires to authorize filing an application with the Authority requesting the Authority grant approval for issuance of additional revenue bonds on behalf of the Board, in an amount not to exceed TWENTY FIVE MILLION AND NO/100 (\$25,000,000) DOLLARS (the "Bonds"), issuance of which are expressly authorized by the provisions of the Authority Act;

WHEREAS, United States Treasury Regulations (the "Regulations") require an issuer of tax exempt bonds evidence "official intent" towards issuance of the Bonds within the meaning of the Internal Revenue Code of 1986, as amended, (the "Code") and the Regulations promulgated thereunder before reimbursing the Board for any prior or subsequent expenditures in connection with the Project from proceeds of the Bonds in accordance with the provisions of the Code and Regulations promulgated thereunder for such reimbursement to be deemed an expenditure of Bond proceeds,

NOW, THEREFORE, BE IT RESOLVED, by the Calcasieu Parish School Board, State of Louisiana, as follows:

SECTION 1. The statements of fact expressly contained within the preamble to this Resolution have been specifically reviewed by the members of the Board and are found to be factually true and correct and are made resolutions of the Board.

SECTION 2. The Board is authorized to proceed with a financing through the Authority in an amount not to exceed TWENTY FIVE MILLION AND NO/100 (\$25,000,000) DOLLARS, to be represented by the Authority's Bonds to provide funds to finance the Project. The Authority's Bonds authorized herein may be issued on a taxable and/or tax-exempt basis, to mature not

later than twenty (20) years from their date of issuance, and bear interest at a fixed or variable rate or rates not to exceed five (5%) percent per annum.

The proceeds of the Bonds will be loaned by the Authority to the Board pursuant to a loan or other financing agreement (the "Loan Agreement"). The Board will make payments under the Loan Agreement from its receipt of lawfully available funds, including, but not limited to, its insurance proceeds, grant funds received from FEMA, and other funds available to the Board for such purposes, including Community Development Block Grants as well as donations and miscellaneous grants (collectively, "Lawfully Available Funds").

A certified copy of this Resolution and such other documents and certificates, as may be required by the Authority, shall be submitted to the Authority, for issuance of the Bonds under the provisions of the Act and the Authority Act.

SECTION 3. The structure, terms and conditions of any such borrowing by the Board shall be determined by subsequent resolution or ordinance of the Board, provided, however, that the term of said borrowing shall not exceed twenty (20) years from the date of each issuance of Bonds which shall bear interest at a fixed or variable rate or rates of interest not to exceed five (5%) percent per annum, to be issued in one or more series, and shall be secured by and payable solely from Lawfully Available Funds.

SECTION 4. Prior to issuance of the Bonds, the Board anticipates that it may pay a portion of the costs of the Project from other available funds, including insurance proceeds. Upon issuance of the Bonds, the Board reasonably expects to reimburse said expenditures from the proceeds of the Bonds. Any such allocation of the proceeds of the Bonds for reimbursement will be made with respect to the capital expenditures (as defined in Treasury Regulation 1.150-1 (h) and will be made upon the delivery of the Bonds and not later than eighteen (18) months after the date of (i) the date such expenditure was made or (ii) the date improvements were placed in service. This resolution is intended to be a declaration of intent to reimburse in accordance with the provisions of the Treasury Regulation 1.150-2.

SECTION 5. The Board hereby finds and determines that a real necessity exists for employment of special bond counsel in connection with the issuance of the Bonds, and accordingly Joseph A. Delafield, A Professional Corporation ("Bond Counsel") of Lake Charles, Louisiana, is hereby

employed (such employment to be by the Authority) to do and perform comprehensive legal and coordinate professional work with respect to the issuance of the Bonds. Said Bond Counsel shall prepare and submit to such officials of the Board and the Authority for adoption all proceedings incidental to, and shall counsel and advise the Board and the Authority on issuance and sale of, the Bonds by the Authority. The fee of Bond Counsel is contingent upon issuance, sale and delivery of the Bonds, and shall be in accordance with the Attorney General's then current Bond Counsel Fee Schedule and other guidelines, as negotiated, for comprehensive legal and coordinate professional work in the issuance of revenue bonds applied to the actual aggregate principal amount issued, sold, delivered and paid for at the time such Bonds are delivered, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with issuance of the Bonds, said fee to be subject to the Attorney General's written approval of said employment and fee to be paid with Bonds proceeds.

SECTION 6. The Board hereby authorizes and directs its Superintendent and Ex-Officio Secretary, and such other officials of the Board to do any and all things necessary and incidental to carry out the provisions of this resolution.

SECTION 7. Upon sale of the Bonds, the Superintendent and other officials of the Board, as Executive Officers, are each authorized, empowered and directed to execute on behalf of the Board, the Bond Placement Agreement, by and between the Authority, the Board and the Placement Agent (as hereinafter defined), the Loan Agreement and any other certificates, documents or instruments in such form as may be approved by Bond Counsel to the Board. The Superintendent, and other officials of the Board, be and they are further authorized, empowered, and directed to execute on behalf of the Board, at or about the time of execution of the Bond Placement Agreement, the Loan Agreement and any other certificates, documents or instruments deemed necessary by Bond Counsel to the Board, in order to effectuate issuance, sale and delivery of the Bonds.

SECTION 8. If any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared to be severable.

SECTION 9. The selection of Government Consultants, Inc., as municipal advisor (the "Municipal Advisor") in connection with issuance and sale of the Bonds, is hereby approved and authorized. The compensation of the Municipal Advisor shall be payable from proceeds of the Bonds

and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

SECTION 10. By virtue of the Board's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

Stifel, Nicolaus & Company, Incorporated, Baton Rouge, Louisiana (the "Placement Agent"), is hereby employed as the Placement Agent to effect a sale of the Bonds or a direct placement of the Bonds, compensation to be subsequently approved by the Board and to be paid from proceeds of the Bonds and contingent upon issuance of the Bonds; provided, no compensation shall be due to the Placement Agent unless the Bonds are issued and delivered and all costs must be reasonable and approved by the Board and the Authority.

SECTION 12. The Board shall incur no financial liability for issuance of the Bonds, other than the non-refundable application fee with the Louisiana State Bond Commission, until such time as issuance of the Bonds has been approved by the Louisiana State Bond Commission and a Bonds resolution or ordinance has been duly approved and adopted by the Board.

SECTION 13. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the Board's official journal. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any right to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have the authority to inquire into such matters.

SECTION 14. This Resolution shall become effective immediately upon its adoption.

BE IT FURTHER RESOLVED that all resolutions in conflict herewith are hereby repealed.

ADOPTED AND APPROVED this 15th day of March, 2022.

/s/ Annette Ballard
ANNETTE BALLARD, President
Calcasieu Parish School Board

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary
Calcasieu Parish School Board

Reporting Days

Students'	First	Day	/	 8/12
Students'	Last	Day	<i>/</i>	 5/24

Holidays/In-services

Students Do Not Report on the Following Days School System Offices Closed 6/19,7/4 System-wide In-service8/8 Paras report to work8/9 School Level In-Service 8/5,10,11 School/system In-service.....8/9 Labor Day9/5 Fall Break......10/10-10/11 Teacher In-service............. 10/12 Election Day11/8 Veterans Day 11/11 Thanksgiving 11/21-25 Christmas12/19-12/30 Teacher In-service............ 12/19 MLK Day 1/16 Mardi Gras 2/20-22 Teacher In-service......3/13 Easter Break 4/7-4/14 Teacher In-service...... 5/25-5/26

Nine Week Periods

1st1	.0/17
2nd	
3rd	3/16
4th	5/24

State Testing**

LEAP ELA/Math/Sci. (3-8)	ТВА
EOC Fall CBT	ТВА
EOC Spring CBT	ТВА
ACT PBT	ТВА
LEAP Connect/LAA	ТВА

Calendar Code

Students' First Day/Last Day

Last Day for Students—half day

School/Employee Holiday

System-wide In-service

Teacher In-service home

Nine Weeks Period Ends

Time Change

System/School In-Service Day



182 Teacher Work Days172 Instructional Days4 Emergency Days

Calcasieu Parish School Board

UILDING FOUNDATIONS FOR THE FUTURE

Karl Bruchhaus, Superintendent

2022-23 District Calendar

	July 2022						August 2022								September 2022					
S	М	Т	W	T	F	s	S	М	Т	w	T	F	S	S	М	T	w	Т	F	S
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20			40		4.5	4.5	
17	18	19	20	21	22	23	14	13	10	1/	10	19	20	11	12	13	14	15	16	17
24	25	26	27	28	29	30	21	22	23	24	25	26	27	18	19	20	21	22	23	24
31							28	29	30	31				25	26	27	28	29	30	

	Oc	tober 2022 November 2022									December 2022											
S	М	T	W	Т	F	S	s	S M		S M		W	Т	F	s	S	М	Т	w	Т	F	S
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23	24	25	26	27	28	29	20	21	22	23	24	25	26	18	19	20	21	22	23	24		
30	31						27	28	29	30				25	26	27	28	29	30	31		

	Ja	nua	ary	20	23	<u> </u>		Fel	oru	ary	20)23			М	lard	ch 2	h 2023					
S	М	Т	w	Т	F	S	S	М	Т	w	Т	F	S	S	М	Т	w	Т	F	S			
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4			
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11			
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18			
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25			
29	30	31					26	27	28		1			26	27	28	29	30	31				

	F	\pr	il 2	02	3				Ma	y 20	023	3	ij		j	lun	e 2	02	3	П
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9	10	11	12	13	14	15		_	_					H-	Ē	-	<u> </u>			
16	17	18	19	20	21	22	14	15	16	17	18	19	20	11	12	13	14	15	16	17
23	24	25	26	27	28	29	21	22	23	24	25	26	27	18	19	20	21	22	23	24
30							28	29	30	31				25	26	27	28	29	30	



March 3, 2022

725 KIRBY ST. LAKI CHARLES LA.70601

OFFICE (337) 436-3036

FAX (337) 436-3773

CSRS

1304 Enterprise Blvd.

Suite B

Lake Charles, LA 70601

Attn: Gavin Abshire

RE:

Barbe Gym & Cafeteria + Modular Installation

HL-003-09

Dear Mr. Abshire,

On March 3, 2022, bids were received for Barbe Gym & Cafeteria Repairs + Modular Installation. The apparent low bidder has confirmed their bid. We recommend accepting the base bid of \$10,979,000.00, alternate no. 1 of (279,000.00) & alternate 2 of \$1,150,000.00 from Pat Williams Construction, LLC for a total contract amount of \$11,850,000.00.

Alternate no. 1 - All aggregate panels on exterior of building M and J are to be removed and replaced with metal panel system as selected and detailed in lieu of new aggregate panels.

Alternate no. 2 - All repairs to Building H (Cafeteria building) are to be included as Alternate No. 2.

Should you have any questions about the project or bids please contact my office at your convenience.

Sincerely,

Randy M Goodloe, AIA

BID PROJECT: Barbe Gym & Cafeteria Repairs + Modular Install

BID OPENING:

3/3/22

				Α	DDE	NDUN	IS	Г		1			Т	
BIDDER	LICENSE NUMBER	BID FORM	BID BOND	1	2	3	4		BASE BID	Al	TERNATE 1	ALTERNATE 2		TOTAL
Pat Williams Construction, LLC	21023	х	х	х	х	х	х	\$	10,979,000,00	\$	(279,000.00)	\$ 1,150,000.00	\$	11,850,000.00
Group Contractors, LLC	31838	х	х	х	х	х	х	\$	12,225,000.00	\$	98,000.00	\$ 1,200,000.00	\$	13,523,000.00
Alfred Palma, Inc	21546	x	x	х	х	х	х	\$	11,034,000.00	\$	(100,000.00)	\$ 1,041,000.00	\$	11,975,000.00
Dynamic Construction Group	64705	x	х	х	х	х	х	\$	13,966,455.88	\$	150,000.00	\$ 420,000.00	\$	14,536,455.88
Dunhill Development & Const. LLC	70658	х	х	х	x	x	х	\$	13,795,000.00	\$	(500,000.00)	\$ 1,244,625.00	\$	14,539,625.00
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WITNESS:												,	11	
WITNESS:														

W.T. 1500						
WITNESS:						
WITNESS:						



February 18, 2022

725 KIRBY ST. LAKE CHARLES LA,70601

OFFICE (337) 436-3036

FAX (337) 436-3773

CSRS

1304 Enterprise Blvd.

Suite B

Lake Charles, LA 70601

Attn: Gavin Abshire

RE: TS Cooley/Dolby Elementary Repairs

HL-012-02 HL-016-02, 04

Dear Mr. Abshire,

On February 15, 2022 bids were received for TS Cooley/ Dolby Elementary Repairs HL-012-02 HL-016-02, 04. The apparent low bidder, Dunhill Construction has withdrawn their bid. See attached documentation. The next low is Dynamic Group, LLC, they have confirmed their bid. We recommend accepting the base bid from Dynamic Group, LLC for \$3,365,536.05.

Should you have any questions about the project or bids please contact my office at your convenience.

Sincerely,

Randy M Goodloe, AIA

BID PROJECT: TS Cooley/Dolby Elementary Storm Repairs HL-012-02 HL-016-02, 04

BID OPENING:

2/15/22

					Α	DDE1	NDUN	IS		
BIDDÉR	LICENSE NUMBER	BID FORM	BID BOND	1	2					BASE BID
Dunhill Development	70658	×	×	x	×	Wi	THDI	RAW	V —	\$2,197,000.00
Dynamic Group, LLC	64706	x	х	х	х					\$3,365,536.05
Cotton Commercial	42741	х	х	х	х					\$4,522,007.12
					:					
WITNESS:										
WITNESS:								=0: =0:		



4801 Woodway, Suite 425W Houston, Texas 77056 Phone: (713) 493-0177 Fax: (713) 457-5214

Wednesday, February 16, 2022

To Whom It May Concern,

We submitted a bid on 2/15/22 for the TS Cooley/Dolby Elementary Repairs project. We were the lowest bidder, however, we would like to withdraw our bid due to an error of unintentional omission of a substantial quantity of work, labor, material, and services made directly in the compilation of the bid. Please let us know what is the process of withdrawing our bid.

Sincerely,

Aaron Polatsek – Principal Dunhill Development and Construction 4801 Woodway Drive, Suite 425W Houston, TX 77056

aaron@dunhilldevelopment.com c-832.725.9625

COUNTY OF Hams

AFFIDAVIT

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in the State and County aforesaid, personally came and appeared:

AARON POLATSEK

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

- 1. I am a person of the full age of majority and a resident of the State of Texas.
- 2. This Affidavit is made of my personal knowledge, and I am competent to attest to the truth of the facts contained herein.
- 3. I am the Principal of Dunhill Development and Construction, LLC ("Dunhill") and am duly authorized to execute this Affidavit on behalf of Dunhill.
- 4. On February 15, 2022, Dunhill submitted a bid to Calcasieu Parish School Board in connection with the letting of the Louisiana public works construction project known as Hurricane Laura Damages Restoration Project: Hurricane Laura Repairs TS Cooley/Dolby Elementary Repairs in Lake Charles, LA (the "Project").
- 5. Dunhill submitted its bid for the Project in good faith to be a successful bidder.
- 6. Upon opening of the bids for the Project, Dunhill was the apparent low bidder.
- 7. Subsequent to the opening of the bids for the Project, Dunhill reviewed its bid and discovered that it had committed errors of unintentional omissions of substantial quantities of work, labor, material, or services made directly in the compilation of its bid for the Project, as more particularly set forth below.
- 8. With regard to Note 3 on Sheets A-102, A-107 and A-109 (Suspended Ceiling/Concealed Ceiling Repairs) and Note 27 on Sheet A-205, Dunhill omitted from its bid the cost of removal of existing ceiling tile, grid, light fixtures and devices to demolish, install insulation and netting pinned to deck and install new ceiling tile. More specifically, the proposal received by Dunhill from Patriot General Contracting LLC (which Dunhill relied upon for the preparation of its bid) omitted those scopes of work.

Affidavit – Dunhill Withdrawal of Bid TS Cooley/Dolby Elementary

- 9. With regard to Sheet A-205, Note 34: Window Replacement, Dunhill omitted from its bid the cost of removal of replacing broken windows, glass blocks and sealants. More specifically, while the proposal received by Dunhill from Binswanger Glass Inc. included the cost of the foregoing scope of work, Dunhill omitted that cost from its bid.
- 10. Attached hereto as <u>Exhibit A in globo</u> are the original work papers, documents, and materials used by Dunhill in the preparation of its bid which clearly show the omission by Dunhill of the foregoing substantial quantities work.
- 11. Pursuant to La. R.S. 38:2214(C), Dunhill hereby requests to withdraw its bid for the Project due to the foregoing errors of unintentional omissions of substantial quantities of work made directly in the compilation of its bid for the Project.
- 9. Due to the errors contained in its bid for the Project, and upon acceptance of the withdrawal of its bid for the Project, Dunhill hereby requests the return of its bid security in accordance with La. R.S. 38:2214(C).

Aaren Polatsek

Dunhill Development and Construction, LLC

Sworn to and subscribed before me this by day of February, 2022.

Notary Signature

Notary Name: Annie Shin

Commission Number: (3014/33-6
My Commission Expires: 03-04-2023

(Seal)

ANNIE SHIN

Notary Public, State of Texas

Comm. Expires 03-04-2023

Notary ID 13014133-6



February 23, 2022

Ms. Jessica Wasiloski, Project Manager CSRS, Inc.

RE:

BID RECOMMENDATION

HL-036-03 -Maplewood Elementary & Middle School **Hurricane Laura Repairs** Calcasieu Parish School Board

Ms, Wasiloski:

The Calcasieu Parish School Board received bids for the above referenced project on February 22, 2022 and we have reviewed same.

Our office hereby recommends the acceptance of the Base Bid as submitted by Delta Specialty Contractors (License #:51227) for \$307,000.

Delta Specialty Contractors has been instructed to prepare and submit the necessary post-bid documents including sub-contractor's listing.

If you have any questions or need additional information, please contact our office.

Sincerely,

Richard A. Steen, AIA, Architect

Pichard Steen

Moss Architects, Inc.

JESSICA WAGILOSKI -CSKS BII

BID TAB

	BIDDERS	puo	vledge dum #1 2		BASE BID
		Adden	dums issued:	1) 2/11/22 (2) 2/11/22	
Date:	February 22, 2022	Time:	9:00 am	Estimated Budget: \$ 450),750.00
Project: N	laplewood Elementary & Mide	dle School -	Exterior Repai	S	Project No.: HL-036-03

BIDDERS	Bid Bond	Acknowledge Addendum ∯1 & 2	BASE BID
Dynamic Group, LLC Lic.# 64705 🗸	/	/	\$ 530,104.11
Garden City Construction Co. Inc. Lic.#: 28727	1	/	\$346,613
Miller & Associates Development Co. Inc. Lic.#: 30215 🗸	\	/	\$326,000
Perc Development, LLC Lic. #: 57361			
Ryder & Ryder LTD Lic.#: 43144 🗸	/	/	\$453,000
Skeeter Properties & Contracting, LLC Lic.#: 62765 Lic.#: 62765	J	√	\$ 286,534
Pat Williams Construction, LLC Lic.#: 21023			
Cotton Commercial Lic.#: 42741	/	/	\$ 423,887.74
DEUTA SPECIALTY CONTRACTOR Lic. #: 51227	25/	✓	\$307,000

BID TAB

Date:	aplewood Elementary & Midd February 22, 2022):00 am	Project No.: HL-036-03 Estimated Budget: \$ 450,750.00
		Addend	ums Issu	ed: (1) 2/11/22 (2) 2/11/22
	BIDDERS	Bld Bond	Acknowledge Addendum #1 & 2	BASE BID
Dynamic Gro Lic.# 64705	oup, LLC	5	V	530,104.11
Garden City Lic.#: 28727	Construction Co. Inc.	V	/	346, 613
Miller & Assoc	ciates Development Co. Inc). /	/	724

Garden City Construction Co. Inc.
Lic.#: 28727

Miller & Associates Development Co. Inc.
Lic.#: 30215

Perc Development, LLC
Lic. #: 57361

Ryder & Ryder LTD
Lic.#: 43144

Skeeter Properties & Contracting, LLC
Lic.#: 62765

Pat Williams Construction, LLC
Lic.#: 21023

Corton Commercial

Lic.#: 42 741

DELTA SPECIATY
Lic.#: 51227

V 307, 000.



Karl Bruchhaus, Superintendent

2021-2022 Students of the Year

Elementary Division Winner

Anna Catherine Alcock TS Cooley Elementary School

Elementary Division Runner-Up

Camri Lynay Clark DeQuincy Elementary School

Middle School Division Winner

Kennedi Elaine Marie Brown SP Arnett Middle School

Middle School Division Runner-Up

Kathryn Elizabeth Armentor Iowa Middle School

High School Division Winner

Alonnie J Celestine Alfred M Barbe High School

High School Division Runner-Up

Ja'Naya Lorraine Woodard Washington-Marion Magnet High School

MINUTES BUDGET/FISCAL MANAGEMENT COMMITTEE MEETING March 29, 2022

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Tuesday, March 29, 2022, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer and pledge were led by Mr. Alvin Smith. A quorum was present.

Present: Russell Castille - Chair, committee members John Duhon, Glenda Gay, Damon Hardesty, Fred Hardy, Aaron Natalie, Dean Roberts, Alvin Smith, Desmond Wallace, and Wilfred Bourne - Secretary. Other Board member present was Annette Ballard

Absent: Eric Tarver, Billy Breaux, and Mack Dellafosse

Mr. Castille called the meeting to order.

Mr. Bourne presented the first item on the agenda. 2021-2022 General Fund Budget Revision #2 includes Revenues and Other Sources of Funds of \$354,092,580, an increase of \$15,276,690, and Expenditures and Other Uses of Funds of \$358,029,086, an increase of \$23,043,838, over the original budget. General Fund Budget Revision #2 projects a current deficit of \$8,852,114 resulting in a projected unassigned fund balance of \$21,168,687 or 5.98% of projected revenues.

On a motion by Mr. Hardesty, seconded by Mr. Roberts, it was recommended that General Fund Budget Revision #2 for 2021-2022 be approved as presented. The motion passed.

Next, Mr. Bourne presented an extensive review of the Annual Comprehensive Financial Report. The 2021 fiscal year had a General Fund surplus of \$16,655,664 after other sources and uses of funds. The General Fund had a total ending fund balance of \$88,199,911 with \$30,020,801 unassigned.

Also, Freddy Smith and Don McLean, Audit Managers with Postlethwaite and Netterville, our external auditing firm, presented their audit results for the School Board's ACFR for the fiscal year ending June 30, 2021. The School Board received an unmodified, clean audit opinion.

The Annual Comprehensive Financial Report has been submitted to the Association of School Business Officials International and the Government Finance Officers Association for national awards. The report has received certificates of excellence in financial reporting from the Association of School Business Officials International for the past 38

years and certificates of achievement for excellence in financial reporting for the past 32 years from the Government Finance Officers Association.

On a motion by Mr. Hardesty, seconded by Mr. Smith, the 2020-2021 Annual Comprehensive Financial Report, Single Audit Report, and Management Report, were approved as presented.

Next, a proposal to fund a Multilingual Magnet Elementary School with funds from the Reimagine Innovation Grant was presented by Monique Roberts and Laurie Cunningham. The CPSB Word Languages/EL Department has been awarded the LDOE "Reimagine Innovation Grant" with the purpose of expanding and strengthening the existing immersion and English language programs. Fairview Elementary's current site has been chosen as the optimal location for this magnet school.

On a motion by Mr. Roberts, seconded by Mr. Smith, it was recommended that the proposal to accept the Grant be accepted with the stipulation that the Grant Coordinators come back to the Board with a revised plan for final acceptance. The motion for Fairview to accept the Grant passed.

The next item presented was school audits. Mr. Foster, Internal Auditing Director, briefly discussed several school audits and recommended that the following audits be approved: School audits for Barbe High, CPAS East, DeQuincy Middle, Starks High, Sulphur High, and Pearl Watson Elementary. With the exception of Barbe High, there were no significant deficiencies. Barbe High received an audit grade of unsatisfactory due to significant findings regarding Regulation, internal controls, school policies and procedures, and/or prudent business practices. The School Administration has been notified and the exceptions have been corrected. Also discussed, was a revision to the Travel Reimbursement Policy regarding controls to follow while attending out of parish trips involving students.

On a motion by Mr. Duhon, seconded by Mr. Hardy, the school audits and the revision to the Travel Reimbursement Policy were approved as presented.

Mr. Bourne then gave an update on the Per Pupil Expenditure Report. This was for information purposes only and did not require any action.

There being no further business to discuss, on motion by Mr. Roberts and seconded by Mrs. Ballard, the committee adjourned the meeting at 7:22 p.m.

Wilfred Bourne Secretary

7	I PROPOSED REVISIONS		EXPLANATION/JUSTIFICATI ON
1	Cover Sheet Addition & Update Table of Contents	REVISED 2022-2023 Update Table of Contents with Approved Changes	Update for 2022-2023 School Year
2		7. Shirts may or may not must be tucked in. at all times. 10. Socks (or stockings/tights for girls) are required and may be of any color should be hunter green, navy blue, khaki, black or white with no emblem, logo or decoration and must coverthe ankle and be visible.	Recommendation from School Administrator to address special needs of students
3	Dress Code	13. Heavy coats and jackets worn to and from school and/or outdoors are not restricted, but all heavy coats and jackets are to be removed and stowed away once students are indoors, recommended colors of navy blue, white, khaki and hunter green, jackets are allowed in the classroom if without a hoodie.	Recommendation from School Administrator to allow students to wear heavy coats in class during cold winter days
4	Other Dress Code	Prohibited items that distract from the learning environment include bandannas, hair rollers, extreme hairstyles, psychedelic unnatural hair colors, lines, letters, or designs shaved in the head.	Recommendation from School Administrator to provide better clarification

Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATI
Location		ON
Student Cell Phones & Personal Devices	All students in CPSB schools are assigned a device to use for instruction. No student, unless authorized by the school principal or his/her designee, shall use or operate any device which records sound and/or images, electronic telecommunication device, in any elementary, middle or secondary school building, or on the grounds during the instructional day or in any school bus or other school system vehicle used to transport public school students.	To update student personal device expectations
Addition to		Undate AUD to address
		Update AUP to address
AUP for Internet &	Guidelines below are provided so that studdents and are aware of the	student devices and to
District Network	responsibilities students accept when they use District owned devices,	provide better clarification
Resources	software, and email on the CPSB Network. In general, this requires efficient,	
	ethical, and legal utilizations of all technology resources.	
	However, no filtering system is capable of blocking 100% of the inappropriate	
	material available on the internet.	
	Users shall be responsible for maintaining the confidentiality of passwords.	
	Under no condition should the student give his/her password to others nor	
	post the password in written form to be viewed by others. Likewise, using	
	another person's password to gain access is not permitted.	
	Hears will not use CDSR Technology resources to portisinate in subsubultiin a	
	Users will not use CPSB Technology resources to participate in cyberbullying. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or	
	mean content about someone else. It can also include sharing personal or	
	private information about someone else causing embarrassment or	
	humilitation.	
	All devices are to be set up and maintained by CPSB for network	
	administration, management and security. Removing a device from the CPSB management without permission of a CPSB tech support staff member will be	
	considered an act to circumvent district network security and is strictly	
	prohibitted.	
	licar activity and files reciding on the CDSD's technology recovers	
	User activity and files residing on the CPSB's technology resources will be treated as district property subject to control, inspection, and/or	
	search by School Board personnel.	
	search by school board personner.	

	Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATI ON
7	Revision to School Bus Conduct	A bus suspension does not necessarily mean a suspension from school. Arrive 5-10 Minutes prior to the scheduled stop time.	Better clarification
8	Addition of Bus Danger Zone Image Safety Protocol Measures	DANGER ZONE SCHOOL BUS MOST DANGEROUS DANGER ZONE 10 FT. WALF VILLAGE AND	School Administrator & Transporation Director request to Increase Safety Notification and clearly stated expectations
9		As per Louisiana RS 14:38.2 Assault on a school teacher A. (1) Assault on a school teacher is an assault committed when the offender has reasonable grounds to believe the victim is a school teacher acting in the performance of his duties. (2)(a) For purposes of this Section, "school teacher" means any teacher, instructor, administrator, staff person, or employee of any public or private elementary, secondary, vocational-technical training, For purposes of this section "school teacher" shall also include any teacher aid and paraprofessional, school bus driver, food service worker, and other clerical, custodial, or maintenance personnel employed by the city, parish, or other local public school board. (2) If the assault was committed by someone who is not a student, upon conviction, the offender shall be fined not more than two thousand dollars or imprisoned with or without hard labor for not less than one year nor more than three years, or both.	Transporation Director request to Increase Safety Notification and clearly stated expectations

	Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATI ON
10	Parent/Guardian/No n-CPSB Employee for Campus, Bus & School Sponsored Events	Addition: "when mandated by a qualifying state or local authority"	To address previously mandated safety protocol measures and possibly future mandates
11	Dus Bistar Surice		Bus Violation is addressed in Level 1 Level 2 Bus Disturbance is being removed and Level 3A Bus Disturbance will combine both Level 2 and Level 3A verbiage
12		Remove Level 2 Infractions Computer Abuse Level 2 Computer Abuse (Account/Access Issues) Student engages in inappropriate use of computer that violates AUP. Example: User accounts and downloading issues	To reduce redundancy since Computer Abuse/Misuse is addressed in Level 1, Level 3 and Level 4
	Computer Abuse Level 3A Infraction	Remove Level 3A Infraction Computer Abuse Level 3A Computer Abuse (Illegal Accessing Activity) Student engages in inappropriate use of computer that violates AUP; Example: User uses CPSB domain to try to access unauthorized or inappropriate sites, materials, etc.	Combine Level 3A definition with Level 3 B eliminating the need for Level 2 and Level 3A (Computer Abuse/Misues will be addressed in Level 1, Level 3B and Level 4)
	Computer Abuse Level 3B Infraction	Revise Level 3B Infraction Computer Abuse Level 3B Computer Abuse (Illegal Accessing Activity): Student engages in inappropriate use of computer that violates AUP. Example: User uses CPSB domain to engage in any illegal activity, including posting personally identifiable information, try to access unauthorized or inappropriate sites, materials, Using another person's password, attempting to install any software, get around the firewall or hack the network	Combined definition to include current behavior infractions

	Number & Location	PROPOSED REVISIONS	EXPLANATION/JUSTIFICATI ON
13	Intraction	Abuse or Misuse of Technology Student engages in any use of technology, (examples can include use of smart watch, cell phones, cameras, audio/video players or recorders, images, texting) that violate the privacy of students or staff using social media platforms or any other electronic or digital means to spread content that threatens the safety of others or creates a hostile educational environment that impedes the ability of another student or others to participate or benefit from the educational program.	To address more serious Misuse of Technology behavior infractions
14	Revision of Level 4 Infractions	Public Indecency, Lewdness, or Exposure: Student engages or attempts to engage in actions that include but are not limited to exposing of body parts in public view with the intent to shock or intimidate others etc. that results in the creation of a hostile educational environment that impedes the ability of others to participate in or benefit from the educational program.	To reduce confusion between Sexual Harassment definition
15	Possession/Use of Electronic Smoking Device	Propose Progressive Disciplinary Consequences for Possession/Use of Electronic Smoking Device 1st Offense Possession/Use of Electronic Smoking Device Out of School Suspension 2nd Offense Possession/Use of Electronic Smoking Device Student may be recommended for Expulsion	Reflect Lousiana Laws addressing increased danger of Electronic Smoking Devices and address major increase in Possession/Use of Electronic Smoking Device Behavior Infractions



TO: Members, Discipline Policy Review Committee

FROM: Jeanice Biondini, Discipline & Behavior District Coordinator

DATE: March 25, 2022

SUBJECT: Discipline Policy Review Committee Meeting

Jeanice Biondini, Chairman, has called an CPSB Discipline Policy Review Committee Meeting for Tuesday, April 5, 2022 at 10:00 am in Board Room at 3310 Broad Street, Lake Charles, Louisiana. Social distancing of Committee Members and attendees will be maintained.

AGENDA

1. Student Code of Conduct Revisions to CPSB Student Code of Conduct

Discipline Policy Review Committee Meeting Members

Shiela Pizzolatto	Brian Smith	Haley Duplechin
Kimberly Wimberley	Lauren Chatman	Karen Andrews
Cassandra Austin	Crystal Baggett	Eric McDonald
Richard Nunez	Aaron McDonald	Michael Cuba
Annette Ballard	Jeanice Biondini	
Razonda Landry	Kathy LeBlanc	

Revised March 2022

Makeup of Discipline Committee as per § 416.8. Discipline policy review committees. school option

- A. (1)(a) Each city and parish school board shall establish a discipline policy review committee composed of sixteen members as follows: (voting members are indicated in **bold type**)
- (i) **Five classroom teachers** to be elected by their peers with at least one teacher each representing an elementary, middle or junior high, and high school.
 - 1. Shiela Pizzolatto, Teacher, Nelson Elementary School
 - 2. Brian Smith, Teacher, Nelson Elementary School
 - 3. Kathy LeBlanc, Teacher, Sulphur High School
 - 4. Kimberly Wimberley, Teacher, Sulphur High School
 - 5. Lauren Chatman, Teacher, S. P. Arnett Middle School

Non-voting advisory member of the committee

Michelle Evans, Teacher, LaGrange High School

- (ii) One special education teacher to be elected by his peers.
 - 1. Haley Duplechin, SPED Teacher, Positive Connections Elem
- (iii) Two guidance counselors to be elected by their peers.
 - 1. Cassandra Austin, Counselor, S. J. Welsh Middle School
 - 2. Crystal Baggett, Counselor
- (iv) **Two principals** to be elected by their peers, **one representing an elementary school** and **one representing a high school**.
 - 1. Karen Andrews, Principal, Henry Heights Elementary
 - 2. Richard (Scott) Nunez, Principal, Bell City High School K-12

Non-voting advisory member of the committee

Angela Guillory, Principal, Moss Bluff Middle

- (v) One school bus operator to be elected by his peers.
 - 1. Aaron McDonald, Transportation Director
- (vi) One child welfare and attendance supervisor to be elected by his peers.
 - 1. Eric McDonald, CWA Supervisor

Non-voting advisory member of the committee

Keith LeLeux, CWA Director

Forrest (Wayne) Smith, CWA Supervisor

(vii) One school board member to be elected by his peers.

- 1. Annette Ballard, CPSB School Board Member
- (viii) The local superintendent or his designee.
 - 1. Jeanice Biondini (Superintendent designee)
- (ix) **Two parents** to be appointed by a method as provided by rules and regulations adopted by the State Board of Elementary and Secondary Education
 - 1. Michael Cuba, Parent
 - 2. Razonda Landry, Parent

Non-voting advisory members of the committee

- 1. Gregory Belfour, Attorney
- 2. Shannon Lafargue, Chief Academic Officer
- 3. Robert Barrentine, Chief Operating Officer
- 4. Mike Hill, Coordinator of Pupil Appraisal
- 5. Krystal Briley, Virtual Program Coordinator
- 6. Kim LeBlanc, Chief Technology Officer
- 7. Michael Duff, Dean of Discipline, F K. White Middle School
- 8. Jill Portie, Director of Elementary Schools
- 9. Owen Clanton, Director of Middle Schools
- 10. John Spikes, Director of Federal Programs
- 11. Robert Pete, Director of High School
- 12. Betty Washington, Director of Special Education
- 13. Carolyn Thomas, District Consultant
- 14. Pamela Edwards, Elem SPED Behavior Facilitator
- 15.Dana Simien, Alt Programs SPED Behavior Facilitator
- 16.Donna Gross, Middle/High Behavior Facilitator

Non-voting advisory members of the committee (Assistant Principals)

- 17. Marlana Collins, Elementary AP, St. John Elem
- 18. Kim Dowers, Elementary AP, E. K. Key Elementary
- 19. Jerome Goodly, High School AP, Barbe High
- 20. Andrew Patton, High School AP, Sulphur High
- 21. Gregory Gauthier, Middle School AP, Oak Park Middle
- 22. Renee LeJeune, Middle School AP, S. J. Welsh Middle

Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: April 4, 2022

Subject: Request from Elite Charter Academy

On January 24, 2022, Cathy S. Banks, President/CEO of Elite Charter Academy, submitted a letter of intent to apply during the Spring 2022 Charter Cycle for Elite Charter Academy as a Type I Charter School. Accompanying documents, with the letter of intent as required by the State, were submitted by email as well.

Staff contracted with Dr. Brett Welch, Associate Professor of Educational Leadership and Associate Dean of Graduate Studies at Lamar University, to conduct the required independent evaluation according to the State rubric. Dr. Welch has submitted his review and has provided feedback to the applicant.

You have been provided with the application and the independent evaluation for your review.

ASSIGNMENT AND ASSUMPTION AGREEMENT WITH OWNER AND SURETY CONSENT

THIS AGREEMENT is entered this _____ day of _____, 2022 by and among the Calcasieu Parish School Board (hereinafter "CPSB"), Arrighi Contractors, LLC (hereinafter the "Assignor"), GROUP Contractors, LLC (hereinafter "Assignee"), and Western Surety Company ("Surety"), and is effective January 1, 2022.

WHEREAS, CPSB and Assignor have previously entered into a certain written contracts for Hurricane Repairs including the following:

- Contract Between Owner & Contractor and Performance & Payment Bond for Vinton High School Hurricane Repairs Calcasieu Parish School Board HL-056-03, recorded in the Calcasieu Parish Mortgage records at file number 3439222, Book 5773, Page 464
- Contract Between Owner & Contractor and Performance & Payment Bond for Frasch Elementary School, Hurricane Laura Damages Restoration Program Calcasieu Parish School Board HL-019-01, recorded in the Calcasieu Parish Mortgage records at file number 3435166, Book 5752, Page 772
- Contract Between Owner & Contractor and Performance & Payment Bond for lowa High School – Repairs to Football Stadium, HL-026-04, recorded in the Calcasieu Parish Mortgage records at file number 3435169, Book 5752, Page 782
- Contract Between Owner & Contractor and Performance & Payment Bond for Hurricane Laura Repairs, Calcasieu Parish School Board, Main Building Package, Oak Park Middle School, 2200 Oak Park Blvd, Lake Charles, Louisiana 70601, School LOC Code: HL-044-01, recorded in the Calcasieu Parish Mortgage Records at file number 3435174, Book 5752, Page 827
- Contract Between Owner & Contractor and Performance & Payment Bond for Hurricane Laura Damages Restoration – CPSB CPAS E, E Rishe, HL-745-01, recorded in the Calcasieu Parish Mortgage records at file number 3435176, book 5752, Page 853
- Contract Between Owner & Contractor and Performance & Payment Bond for Cypress Cove Elementary School Hurricane Repairs, Calcasieu Parish School Board, HL-045-01 recorded in the Calcasieu Parish Mortgage records at file number 3439226, Book 5773, Page 497

as may have been amended from time to time by duly authorized Change Orders (collectively the "Arrighi Contracts");

WHEREAS, Assignor and Assignee are each wholly owned subsidiaries of GROUP Industries, LLC;

WHEREAS, Assignor wishes to assign and Assignee agrees to assume all of the obligations, responsibilities, and liabilities of the Arrighi Contracts;

WHEREAS, CPSB, subject to the terms hereto, consents to the assignment and assumption of the Arrighi Contracts; and

WHEREAS, Surety issued performance and payment bonds on the Arrighi Contracts and consents to and agrees to be bound by the terms of the performance and payment bonds issued for the Arrighi Contracts in favor of CPSB;

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Arrighi Contracts and Liabilities:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants and assigns to the Assignee all of the right, title and interest in and to the Arrighi Contracts including all liabilities, duties and obligations of Assignor arising out of or relating to the Arrighi Contracts from the effective date of this agreement forward. Such assignment includes, but is not limited to, Assignor's obligations to perform the Arrighi Contracts, pay its subcontractors, materialmen, and laborers, and the right to receive payment of all monies which would have otherwise been due Assignor prior to the effective date of this Agreement. Notwithstanding the foregoing, CPSB retains all of its contractual and other rights concerning the Assignor's performance under the Arrighi Contracts including, but not limited to, CPSB's rights of review, approval, acceptance, and/or rejection of the Assignor's performance, whether said performance occurs before or after the date of this Assignment and Assumption Agreement with Owner and Surety Consent.

Assumption of Arrighi Contracts, Liabilities:

Assignee hereby accepts the foregoing assignment, agrees to assume and perform all duties and obligations to be performed by Assignor under the Arrighi Contracts to the same extent as if Assignee had been an original party to the Arrighi Contracts, agrees to assume all liabilities, duties and obligations of Assignor arising out or relating to the Arrighi Contracts from the date of this agreement forward. Such assumption includes, but is not limited to, Assignor's obligations to perform the Arrighi Contracts, pay its subcontractors, materialmen, and laborers, and the right to receive payment of all monies which would have otherwise been due Assignor prior to the effective date of this Agreement, and any warranties and warranty obligations arising from the Arrighi Contracts. Assignee agrees to indemnify, defend and hold Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever relating to said Arrighi Contracts arising out of or with respect to the performance or nonperformance of such duties and obligations based on events occurring on or before the execution of this Agreement.

3. Consent to Assignment and Assumption of Arrighi Contracts:

The undersigned authorized representative of CPSB hereby consents to the foregoing assignment by Assignor to Assignee of the Arrighi Contract and Assignor's liabilities, duties and obligations thereunder and the Assignee's assumption of the same.

Assignee shall and hereby does agree to perform the Work described in the Arrighi Contract directly for the benefit of CPSB and shall provide all labor, materials, equipment, supplies, management, supervision and all other things necessary to perform the Work in the same manner and to the same extent as if it had originally executed the Arrighi Contracts. Assignee's obligations hereunder shall extend to every aspect, phase, requirement, term and condition applicable to all Work required by the Arrighi Contracts.

The Arrighi Contracts and all documents incorporated into them form a part of this Agreement and are incorporated herein by reference as though fully set forth.

4. Surety Consent to Assignment and Assumption

Surety, performance and payment bond provider for Assignor, hereby consents to the foregoing assignment and grants Assignee and CPSB and all rights, benefits and privileges under its bonds issued with Assignor. Surety agrees to be bound by the terms of the performance and payment bonds issued for the Arrighi Contracts in favor of CPSB as if no assignment and assumption occurred.

5. Consent of Necessary Third Parties Obtained

Assignor and Assignee affirm and agree that to the extent necessary, the consent of all person not a party to this Agreement (including but not limited to subcontractors, materialmen, and laborers, if necessary) has been obtained and Assignor and Assignee shall defend, indemnify and hold harmless CPSB for any and all claims, demands, actions, causes of action, suit, proceedings, damages, liabilities and costs and expenses of every kind and nature whatsoever arising out of or relating to the Arrighi Contracts related to the failure to obtain consent for assignment or assumption from any person not a party to this Agreement.

Assignee Contact

CPSB shall be authorized to contact and work directly with Assignee's designated representatives after the effective date of this Agreement including but not limited to processing payment requests, change order requests, and any other required contractual obligations or document submittals which otherwise would have been submitted to Assignor.

7. Miscellaneous

<u>7.1. Further Assurances</u>. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

- 7.2. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement; and (b) sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein.
- 7.3 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notice to Assignor:

Notice to Assignee:

15055 Jefferson Hwy Baton Rouge, LA 70817

Email:

skirkpatrick@groupcontractors.com

Attention: Shane Kirkpatrick

15055 Jefferson Hwy Baton Rouge, LA 70817

Email:

skirkpatrick@groupcontractors.com

Attention: Shane Kirkpatrick

Notice to CPSB:

3310 Broad St.

Lake Charles, LA 70615

337-217-4052

Wilfred.bourne@cpsb.org

Attention: Wilfred Bourne, Chief

Financial Officer

- <u>7.4. Severability</u>. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- <u>7.5. Choice of Law</u>. This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or

statute are governed by, and construed in accordance with, the laws of the State of Louisiana, United States of America without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Louisiana.

- 7.6. Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, and exhibits and schedules attached hereto, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Louisiana sitting in the Parish of Calcasieu, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Louisiana sitting in Parish of Calcasieu. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 7.7. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

La. R.S. 38:2212(5)(B) EVIDENCE OF CORPORATE AUTHORITY

Parish of East Baton Rouge

State of Louisiana

RESOLUTION OF ARRIGHI CONSTRUCTION, LLC and GROUP CONTRACTORS, LLC

The undersigned manager of ARRIGHI CONSTRUCTION, LLC, and GROUP CONTRACTORS, LLC and the undersigned sole member of ARRIGHI CONSTRUCTION, LLC, and GROUP CONTRACTORS, LLC, GROUP INDUSTRIES, LLC, by and through its sole member, David H. Arrighi, Sr., hereby resolves that **SHANE KIRKPATRICK**, President of Arrighi Construction, LLC, GROUP Contractors, LLC and GROUP Industries, LLC, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of ARRIGHI CONSTRUCTION, LLC and GROUP CONTRACTORS, LLC with full power and authority to act on behalf of same in executing any Assignment and Assumption between ARRIGHI CONSTRUCTION and GROUP CONTRACTORS, LLC related to the following contracts:

- Contract Between Owner & Contractor and Performance & Payment Bond for Vinton High School Hurricane Repairs Calcasieu Parish School Board HL-056-03, recorded in the Calcasieu Parish Mortgage records at file number 3439222, Book 5773, Page 464
- Contract Between Owner & Contractor and Performance & Payment Bond for Frasch Elementary School, Hurricane Laura Damages Restoration Program Calcasieu Parish School Board HL-019-01, recorded in the Calcasieu Parish Mortgage records at file number 3435166, Book 5752, Page 772
- Contract Between Owner & Contractor and Performance & Payment Bond for Iowa High School – Repairs to Football Stadium, HL-026-04, recorded in the Calcasieu Parish Mortgage records at file number 3435169, Book 5752, Page 782
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ARRIGHI CONSTRUCTION, LLC and GROUP CONTRACTORS, LLC hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

David H. Arrighi, Sr.
Manager, Arrighi Construction, LLC
Manager, GROUP Contractors, LLC
Member/Manager, GROUP Industries, LLC

SWORN BEFORE ME TH	IIS DAY OF
9	, 2021.
Notary Public:	
Number:	

CHARLES K. DALGLEISH 1925 BOBBY JONES WAY WESTLAKE, LA 70669

Charles.k.dalgleish@gmail.com 337-263-2849

DATE: 22 March 2022

SUBJECT: Chennault International Airport Authority Board Reappointment (West Calcasieu)

Dear Mr. Bruchhaus,

I am asking the Calcasieu Parish School Board to reappoint me to an additional four-year term on the Chennault International Airport Authority (CIAA) Board of Directors. I would like to continue to represent and promote the Calcasieu Parish School Board and the students of Calcasieu Parish. As Chennault continues to develop jobs and opportunities for the students in Calcasieu Parish and Southwest Louisiana. During my time on the CIAA Board, I have served as the CIAA's Board Secretary-Treasurer, Vice President, President and now serving again as Secretary-Treasurer. Each were two-year terms.

The main goal of the Chennault International Airport Authority Board has been to increase the availability of employment for our area's residents. The entire time I have been on the Chennault International Airport Authority Board, I have been working on developing plans to diversify into an air cargo business at Chennault. This has involved obtaining extra land for hangers and offices. After seven years of negotiating with the City of Lake Charles, Chennault has gained the Mallard Cove property. Chennault has already leased it's first ten acres on the Mallard Cove Property and are nearing completion of our first air cargo warehouse on Taxiway G. It has also been my goal to Keep the Calcasieu Parish School Board members informed on Chennault International Airport Authority activities through my <u>AIRPORT NEWS</u> newsletters and continuing to attend two or three Calcasieu Parish School Board meetings each year.

I am asking for our support for reappointment to the Chennault International Airport Authority Board of Directors for an additional four-year term to continue to see these projects come to completion.

Thank you for your consideration.

Charle K Telleish

Sincerely,

Charles K. Dalgleish

Kenneth Bryant Martin

5288 Big Lake Road Lake Charles, LA 70605 (337)540-1429 tadmartin3006@yahoo.com tad.B.Martin@ML.com

March 22, 2022

Mr. Karl Bruchhaus, Superintendent CPSB 3310 Broad Street Lake Charles, LA 70615 337-217-4000

RE: Request for reappointment as East side member of the board of commissioners for Chennault International Airport Authority

Via: email to Peggy Carlisle

Dear Superintendent Bruchhaus,

Charles Dalgleish and I are up for renewal as board members for CIAA as representatives of the Calcasieu Parish School Board. Four years have gone by quickly. We have both been extremely involved at CIAA and our board is making great

progress at Chennault along with the management team their led by our Executive Director, Kevin Melton.

To continue our good work on behalf of the school board, I am formally requesting a reappointment by the school board for another four years to the CIAA board of commissioners. My

extensive background in business management (Martin Automotive Group) and financial investments and wealth management (Merrill Lynch) have helped me to add value to the board at Chennault. Please contact Col. Kevin Melton at Chennault as a reference to my work with that board.

I eagerly look forward to continuing to serve the Chennault board as a representative of Calcasieu Parish School Board.

Best regards,

Item 9.E.

FILE: EFA Cf: EBBB, EFC Cf: JCDAF, JCDAG

Calcasieu Parish School Board Acceptable/Responsible Use Policy for Internet and District Network Resources

Guidelines below are provided so that students and parents are aware of the responsibility's students accept when they use District-owned devices, software, and email on the CPSB Network. In general, this requires efficient, ethical, and legal utilization of all technology resources.

Terms and Conditions in a user's agreement are provided so that Internet users are aware of the responsibilities they will assume when using this Calcasieu Parish School Board (CPSB) resource. Responsibilities include efficient, ethical, and legal utilization of the network resources. All users, including students, employees, or any other users of School Board computers, hardware, and Board network shall abide by all policies of the School Board and any applicable administrative regulations and procedures.

Each user shall sign an *Internet and District Network Resources Contract* which shall be legally binding and indicates that he/she has read the *Terms and Conditions* carefully and agrees to abide by them.

The School Board shall incorporate the use of computer-related technology, or the use of Internet service provider technology designed to block access or exposure to any harmful materials or information, such as sites that contain obscene, pornographic, pervasively vulgar, excessively violent, or sexually harassing information or material. However, no filtering system is capable of blocking 100% of the inappropriate material available on the internet.

Age and grade appropriate classroom instruction shall be provided regarding Internet. Such instruction shall include appropriate online behavior, responsibly interacting with other individuals on CPSB approved resources and software and cyberbullying awareness and response, as well as areas of concern as authorized in state and federal law.

In addition, the School Board shall develop and distribute age and grade appropriate information to each student regarding Internet and online content that is a threat to school safety. The information may include the following:

- Instruction on how to detect potential threats to school safety exhibited online, including posting on any social media platform.
- Visual examples of possible threats.
- The process for reporting potential threats, which shall be in accordance with the procedures referenced in policy *EBBB*, *School and Student Safety*.

Such information shall be either distributed to or explained to students and school personnel at the beginning of each school year and shall be posted on an easily accessible page of the School Board's website and the website of each school.

If information reported to a school is deemed a potential threat to school safety, the school shall present the written form and any further evidence to local law enforcement.

TERMS AND CONDITIONS

1. Personal Safety and Privacy

A. Users will not publish online any personal contact information (e.g., address, phone number) about themselves or any other person on any CPSB webpage. CPSB home pages will use CPSB

- phone numbers and cpsb.org e-mail addresses. Personal photos and work can be published if the parent has not opted out.
- B. Users will not agree to meet with someone they have met online without appropriate approval. Inappropriate contacts should be reported to school authorities immediately.
- C. It is expected that all students will be appropriately supervised and monitored during any online activities to ensure proper use.

2. Illegal Activities

- A. Users will not attempt to gain unauthorized access to the network, any computer system or another person's account or files.
- B. Users will not intentionally attempt to disrupt or intentionally disrupt the computer system or destroy data by spreading computer viruses or by any other means.
- C. Users will not engage in any illegal acts, such as selling drugs, engaging in criminal gang activity, or threatening the safety of a person or persons, etc.
- D. Users will not attempt to impersonate another individual or organization using CPSB network or other technology resources for any reason (i.e., "phishing").
- E. Users will not use CPSB's technology resources to participate in cyberbullying. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or mean content about someone else. It can also include sharing personal or private information about someone else causing embarrassment or humiliation.

3. Security

- A. Users shall be responsible for maintaining the confidentiality of passwords. Under no condition should the student give his/her password to others nor post the password in written form to be viewed by others. Likewise, using another person's password to gain access is not permitted.
- B. Users are responsible for their individual accounts and should take reasonable precautions to prevent others from being able to use your account. Under no condition should users give their password to another person nor post the password in written form where it can be easily seen by others.
- C. Users will log off or lock their personal accounts when away from the computer for more than a few moments to prevent unauthorized access.
- D. Users will immediately notify school authorities if they have identified a possible security problem. However, testing or purposely looking for possible security problems may be considered as an illegal attempt to gain access. Any security concems should be addressed to the CPSB Tech Support Center.
- E. The user may not remove, disable, or replace the district antivirus software solution for any reason.
- F. Users will only use memory storage devices (i.e., disks, CDs, pen drives, etc.) that have been scanned and found to be free of viruses.
- G. Users will not download and install unnecessary programs from the Internet since most of these installs "spyware/malware" on the computer and hinders the performance of the computer (i.e., Toolbar helpers, e-mail add-ons, screen savers, search engine assistants, pop-up blockers, etc.).
- H. Users should be aware that the CPSB network, Internet use and system e-mail is maintained and regularly monitored for inappropriate use. If any misuse is detected by the staff, appropriate action will be taken against the person or people involved.

4. Network

A. All devices are to be set up and maintained by CPSB for network administration, management, and security. Removing a computer from the CPSB management without the permission of a CPSB tech support staff member will be considered an act to circumvent district network security and is strictly prohibited.

B. Network bandwidth is a limited resource of which must be conserved to serve all the network needs of the district. Users must understand that listening to online radio stations, viewing noneducational streaming video sites, and downloading exceptionally large files, etc. will be considered a misuse of this limited resource.

C. Important information regarding CPSB network and other bulletins will be sent out to all employees from time to time during the year addressed from the e-mail account "noreply@cpsb.org." It is the responsibility of all employees to open and read all e-mails from this account and then act accordingly. Excuses such as "not reading" or deleting the messages from this account will not be acceptable.

5. Inappropriate Language/Content

- A. Users will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, unprofessional, or disrespectful language. This includes personal attacks or harassment of another person.
- B. Users will not circumvent district content filters using any means to access inappropriate content as listed above.

6. Resource Limits

- A. Users will use e-mail, Internet, and network resources only for educational and professional development activities only.
- B. Users will not use district e-mail to mass e-mail and "spam" any users (internal and external) with unauthorized communications or solicitations.

7. Access and Use of Materials

- A. Users will not take the ideas or writings of others and present them as if they were their own.
- B. Users will respect copyrighted materials and other intellectual property. Users may not duplicate, copy, or distribute electronic resources without the appropriate permissions, documentations, or citations.
- C. Users will immediately report to school authorities any website they access with inappropriate content.

8. Consequences of Misuse

- A. The use of the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of privileges and/or other disciplinary action as deemed appropriate by administration, faculty, and staff.
- B. User activity and files residing on the CPSB's technology resources will be treated as district property subject to control, inspection, and/or search by School Board personnel.
- C. The Calcasieu Parish School Board allows for the suspension of network services and email for the inappropriate or illegal use of the Internet or email by students and employees. Other disciplinary action may also be warranted.
- D. Misuse of the system can result in possible legal action and/or prosecution and will require restitution for costs associated with system restoration, hardware, or software costs.
- E. Users bringing illegal and/or inappropriate materials into the system's electronic environment will be subject to disciplinary action.

DISCLAIMER

The School Board's system is provided on an "as is, as available" basis. The School Board does not make any warranties, whether expressed or implied, including, without limitation, those of fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The School Board uses a variety of vendor-supplied hardware and software. Therefore, the School Board does not guarantee that the functions or services performed by, or that the information or software contained on the system will meet the user's requirements. Neither does the School Board warrant that the system will be uninterrupted or error-free, nor that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the system are those of the providers and not necessarily the School Board.

The School Board will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the School Board's computer systems and networks.

Student Internet and District Network Resources Contract Please return only this page to your assigned teacher

Last Name:	First Name:	
------------	-------------	--

Student ID Number:
STUDENT CONTRACT AGREEMENT AND APPLICATION FOR CALCASIEU PARISH SCHOOL BOARD INTERNET AND DISTRICT NETWORK ACCESS Directions: After reading the Calcasieu Parish School Board Internet and District Network Resources Terms and Conditions, please read and fill out the appropriate portions of the following contract completely and legibly. The signature of a parent or guardian on the Parent Contract is also required. I have read the Calcasieu Parish School Board Internet and District Network Resources Terms and Conditions. I understand and will abide by the stated Terms and Conditions. I further understand that violation of the Terms and Conditions is unethical and illegal. Should I commit any violation, my access privileges may be revoked and/or school disciplinary action or other appropriate action may be taken.
User Signature:
Date:
As the parent or guardian of this student, I have read the <i>Terms and Conditions</i> of the Acceptable Use Policy. I understand that this access is designed for educational purposes and Calcasieu Parish School Board has taken available precautions to monitor safe and appropriate student access. However, I also recognize it is impossible for Calcasieu Parish School System to restrict access to all controversial materials. I will not hold the Calcasieu Parish School System responsible for materials acquired on the network. I understand that my child will be held responsible for any disregard of the Acceptable Use Policy. I hereby give permission for my child to have school use of the Internet and District Network Resources. Domiciliary Parent or Guardian (please print):
Domiciliary Parent or Guardian (please print):
Signature: Date:
Daytime Phone:Evening Phone:

BID REPORT

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

DATE:	April 7 2022		
DESCRIPTION:	DESCRIPTION: Phase 5- Entry Lobby Addition and New Paved Parking Washington Marion High School		
FUNDS:	FUNDS: SD # 31 Bond Funds		
BID NUMBER:	: 2022-07PC		
DESIGNER	: Ellender Architects		
CONT	RACTOR	BASE BID	
	-		
The Committee recommends award of the contract to:			
(Base Bid) in the an	mount of:		
as the lowest qualif	ied bidder meeting specifications.		

BID REPORT

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

DATE:	April 8, 2022	
DESCRIPTION:		
	Additions to Westlake High School	
FUNDS:	SD # 23 Bond Funds	
BID NUMBER:	2022-07PC	
DEGIGNED	King Anghidagh Jac	
DESIGNER:	King Architect , Inc.	
CONT	RACTOR	BASE BID
The Committee reco	ommends award of the contract to:	
(Base Bid) in the an	nount of:	
as the lowest qualifi	ed bidder meeting specifications.	

ITEM 10.C.

TO:

WILFRED BOURNE

PEGGY CARLILE

ROBERT BARRENTINE

DENNIS BENT

FROM:

Tony Motamedi, PURCHASING SUPERVISOR

RE:

BIDS for April. 2022

PERMISSION TO ADVERTISE:

NONE

BID REPORTS:

BID # 2023-08 - Food (Milk/Produce/Bread) Bids Opened on March 21st, 2022 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

Capital City (produce)
Borden's (milk)
Bimbo (bread)
Supreme Rice
DFA Milk, No Bids
CCP Fresh, No Bids

BID RESULTS AS FOLLOWS:

Award to: Capital City (produce) Borden's (milk) Bimbo (bread)

THE STAFF RECOMMENDS AWARDING Capitol City, Borden's, Bimbo Bakery AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

Bell City Campus- Second Floor Addition to Gymnasium

Funds:

Bell City Maintenance Fund

Designer:

Moss Architects, Inc.

Advertise: to be determined

Karl Bruchhaus, Secretary Calcasieu Parish School Board

Cc: Bourne, Bruchhaus, Heath, Grigg

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NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO	
RESIGNATION					
	ĺ				
Babineaux, Kortnie	Café Tech	Henry Heights	3/29/2022	Accepted job outside of educaion	
Boudreaux, Karen	Clerk B1-1	Westlake	3/11/2022	Accepted job outside of educaion	
Carter, Angela	Para	J D Clifton	2/21/2022	Accepted job outside of educaion	
Clophus, Elridge	Bus Driver	E K Key	3/31/2022	Accepted job outside of educaion	
Cooper, Jill	Social Worker	Pupil Appraisal	3/30/2022	Spouse transferred	
Daigle, Bernadine	Custodian	Nelson	3/30/2022	Personal reasons	
Daniels, LaDonna	Clerk B1-2	LeBleu Settlement	3/30/2022	Personal reasons	
Handγ, Edna	Bus Driver	St John	3/5/2022	Accepted job outside of educaion	
Hazi, Jami	Café Tech	LeBlanc	3/23/2022	Personal reasons	
Hill, Lacie	Teacher	Combre-Fondel	2/23/2022	Accepted job outside of educaion	
Hodges, Monique	Nurse	Nursing	5/27/2022	Accepted job outside of educaion	
Hollie, Kaleb	Teacher	DeQuincy High	3/21/2022	Accepted job outside of educaion	
Ishee, William	Teacher	lowa	5/31/2022	Accepted teaching job outside of La.	
Jones, Chesni	Café Tech	Prien Lake	2/24/2022	Personal reasons	
Joubert, Jessica	Nurse	Nursing	4/22/2022	Accpeted teaching position within La	
Lopez, Ashleigh	Para	Headstart	5/27/2022	Accepted job outside of educaion	
Miller, Bailee	Teacher	lowa	4/1/2022	Accepted job outside of educaion	
Mouton, Courtney	Para	Henry Heights	3/23/2022	Personal reasons	
Orphey, Michelle	Bus Aide	Pearl Watson	2/25/2022	Personal reasons	
Phillips, Billy	Custodian	WW Lewis	3/31/2022	Accepted job outside of educaion	

Vincent, Magan	Custodian	Starks	3/18/2022	Personal reasons
Vincent, Mary	Maid	Prien Lake	5/25/2022	Personal reasons
Williams, Blaine	Help Desk	Technology	3/4/2022	Accepted job outside of educaion
Wojtowich, Bridget	Teacher	DeQuincy Primary	4/1/2022	Personal reasons
RETIREMENT				
Augustus, Joan	Teacher	Pearl Watson	7/31/2022	
Babineaux, Molly	Teacher	SPED Early Childhood	3/18/2022	
Chantlin, Lesia	Clerk C	Purchasing	6/30/2022	
Faulk, Julie	Programmer	MIS	7/15/2022	
Gardner, Nola	Café Tech	Oak Park Middle	5/27/2022	
Matte, Whitney	Teacher	M K Kaufman	6/30/2022	
Pearson, Margaret	Nurse Coordinator	Nursing	6/20/2022	
Schooler, Patricia	Coordinator	SPED	6/30/2022	
Simon, Patrice	Teacher	Ralph Wilson	5/27/2022	
Stewart, John	Custodian	Sulphur 9th	6/30/2022	
Trahan, Theodore	Custodian	Bell City	4/5/2022	
Weaver, Stephanie	Teacher	Westwood	1/26/2022	
Wells, John	Bus Driver	S J Welsh	5/27/2022	
RETIRE-REHIRE TERM	TARRES	No.	100.0	-
MATERNITY LEAVE		Due Date:		
Clement, Meagan	Para	S J Welsh	4/25/2022 to 5/27/2022	5/19/2022

The state of the s		Page 3		·
			5/6/2022 to	
Collins, Cassidy	Teacher	Sam Houston	9/5/2022	5/6/2022
			2/28/2022 to	
Gothrup, Leigha	Teacher	Sam Houston	5/2/2022	3/7/2022
			8/5/2022 to	1
Lirette, Lauren	Teacher	DeQuincy Middle	9/26/2022	8/11/2022
WAIVE ACT 715				
EXITING/DROP				
RETIREMENT				
Anderson, Jenifer	Teacher	Frasch	5/27/2022	
Blair, Ruth	Teacher	DeQuincy Middle	6/30/2022	
Chappell, Cynthia	Teacher	W T Henning	5/27/2022	
California Melle	T .		6 /20 /2022	
Golden Jr, Willie	Teacher	Westlake	6/20/2022	4
 	Clarily D4, 2	F1	5/27/2022	
Koonce, Carol	Clerk B1-3	Frasch	5/27/2022	
Logor Shirloy	Teacher	W T Henning	5/27/2022	
Leger, Shirley	Teacher	vv i Heilling	3/2//2022	
LeJune, Gina	ESL Coach	C&I	5/27/2022	
cesume, dina	ESE COUCH		3/21/2022	
 Mallett. Tressa	Print Tech	CWA	5/1/2022	
			-7-2	
Mancuso, Julie	Teacher	Sulphur	6/24/2022	
	Educational			
McFatter, Mary	Diagnostician	Pupil Appraisal	5/27/2022	
Zaunbrecher, Alicia	Clerk B1-3	Bell City	6/2/2022	
PROFESSIONAL SABBATION	CAL		X AAR LUI	
			8/1/2022 to	
Johnson, Ashley	Principal	T H Watkins	5/26/2023	
			8/5/2022 to	
Meiburg, Amelia	Teacher	Sam Houston	1/5/2023	
MEDICAL SABBATICAL				

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			8/5/2022 to	
Duhon, Yolanda	Teacher	CPAS	5/26/2023	
Mayeaux, Savannah	Teacher	Sam Houston	8/5/2022 to 1/5/2023	
LEAVE WITHOUT PAY				
Harold, Dianna	Bus Driver	St John	4/1/2022 to 6/1/2022	

APPROVED 3/31/2022
Robert Samentine