

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, March 15, 2022
5:00 p.m.

- 1. Prayer and Pledge of Allegiance–** Alvin Smith
- 2. Roll Call**
- 3. Approval of Minutes**
 - Attorney Cade Cole Presentation**
 - Attorney Jay Delafield Presentation**
 - A. February 8, 2022
 - B. February 22, 2022
 - C. Public Hearing and Take Appropriate Action concerning Adoption of Resolution concerning the Reapportionment and Redistricting of the Calcasieu Parish School Board
 - D. Resolution providing for issuance, sale, and delivery of \$2,890,000 General Obligation Refunding Bonds for District 21
 - 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
- 4. Presentations**
 - A. Jamey Rasberry/LCMH Director of Sports Medicine/Quarterly Report
 - B. Johnson Controls, Inc./Quarterly Report/Ron McDaniel
- 5. Superintendent's Report**
- 6. Executive Session**
 - A. Discussion of Settlement of Automobile Claim #CLAS12045E1/Attorney Kyle Beasley
 - B. Discussion of Settlement of WC Claim #CPSC-01196/Attorney Kyle Beasley
- 7. Take Appropriate Action on Executive Session**
 - A. Action on Settlement of Automobile Claim #CLAS12045E1
 - B. Action on Settlement of WC Claim #CPSC-01196
- 8. Committee Reports**

- A. C&I Committee/February 22, 2022/Dean Roberts, *Chair*
- B. Employee Benefits Committee/March 8, 2022/Aaron Natali, *Chair*

9. Take Appropriate Action

- A. Approval of Calcasieu Parish School Board Head Start Program Federal Grant
- B. Approval of Resolution for outside counsel/Sales Tax Department/DirecTV, Inc., /Stutes and Lavergne Law Firm
- C. Approval of Resolution for outside counsel/Sales Tax Department/Chris Brennan Photo/Rainer, Anding, Talbot, & Mulhearn Law Firm
- 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.
- E. Consideration of sale of surplus property/2300 Fruge Street
- F. Approval to enter into a contract manufacture agreement with U.S. Foods for 2022-2023 School Year/Food Services Department Funding

10. Bid Reports

- A. Bid #2022-23 – Equipment Large and Small/Food Services Department
- B. Bid #2023-07 – Copy Paper/General Funds
- C. Bid #2023-01 – Janitorial Supplies/General Funds
- D. Bid #2022-11 – Used 2017 Transit Rear Engine Type D Passenger Bus/ESSER FUNDS

11. Hurricane Bid Reports for Ratification

- A. Barbe Gym and Cafeteria/Pat Williams Construction, LLC/\$11,850,000/Base plus alternates 1&2.
- B. T.S. Cooley/Dolby Elementary Schools/Dynamic Group, LLC./\$3,365,536.05.
- C. Maplewood Elementary and Middle Schools/Delta Specialty Contractors/\$307,000.

12. Permission to Advertise

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

13. Correspondence

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

14. Condolence/Recognition

15. Schedule Committees

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

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, February 8, 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, Bliss Bujard, and Eric Tarver.

Absent: Aaron Natali

Mrs. Ballard presented Mr. Breaux with a plaque of appreciation for his leadership as CPSB Board President for 2021.

Mrs. Ballard asked for a motion to approve the addition of a supplemental agenda (Item 12.B.) 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

On a motion by Mr. Dellafosse and a second by Mr. Hardesty, the Minutes of January 8, 2022, were approved on a unanimous vote.

Attorney Cade Cole presented a plan for redistricting the Calcasieu Parish School Board election districts based on the 2020 census results. The map is posted on the CPSB website and a meeting for public comment will be held on February 22, 2022. The current and two proposed maps are available at the end of this document and at [Minutes/www.cpsb.org](https://www.cpsb.org) and on the front page of the website.

PRESENTATIONS

A. Librarians of the Year were presented by Beth Ferguson, CPSB Library Consultant.

Elementary Librarian of the Year: Katie Stone, Vincent Settlement Elementary School

Middle School Librarian of the Year: Shelly Ellender, Arnett Middle School (unable to attend)

High School Librarian of the Year and CPSB Overall Librarian of the Year: Vickie Barto, Sam Houston High School

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 January 25, 2021. The following items were approved:
 - ✓ December's Minutes
 - ✓ Director's Report for January 2021
 - ✓ Financial Report for December 2021
 - ✓ Attendance Report for December 2021
 - ✓ 2020-2021 Annual Report

2. You have all received the school population report, showing the student numbers from the end of December, 2021, to the end of January, 2022.

3. I would like to report our January, 2022 sales tax numbers for our general fund which show collections at \$832,135 or 4.3% below budget for the 7th month of the 2021-2022 school year.

- Collections are \$703,357 or 3.7 % below collections for the same month last year.
- After seven months, collections are \$15,102,519 or 15.8 % above budget and \$14,348,002 or 14.9 % above the same period last year.

4. Hurricane Information: The summary information was in your packet.

5. Jesse Busby, from the Teachers and Employees Credit Union, has invited everyone to the groundbreaking for their new building at 1690 E. McNeese, at the corner of East McNeese and Southpark, on February 22 at 9:30 a.m. Parking is available across the street at the charter school.

6. C.P.S.B. received an official charter application from Elite Charter Academy by the January 28, 2022, deadline. A copy of the application was sent to you by email a few days after confirmation of receipt. The application has been assigned to Dr. Brett Welch, Associate Professor of Educational Leadership at Lamar University for evaluation using the LDOE rubric. Elite Charter also submitted an application last year. C.P.S.B. has until April 15th to make a decision on the application and must notify LDOE by May 1, 2022.

7. Steve Ek, Chairman of the Coats for Kids program with the Kiwanis Club of Lake Charles, sent this information:

We collected 2,253 new and used coats which were distributed to 10 agencies that serve those in need. With the weather the way it is now and expected for the rest of the month, I can imagine that many of those coats have already been given.

On behalf of the Kiwanis Club of Lake Charles, I ask that you convey congratulations to your teachers, parents, and students whose efforts made this possible. I believe that this is a record number of coats received for distribution. As you know, without you our success in this community project would be greatly diminished. Thank you so much for your part in Coats for Kids and we wish you all good for the remainder of the school year.

TAKE APPROPRIATE ACTION

Mrs. Ballard read the following:

A. Approval of Lease and Joint Service Agreement between CPSB and the City of DeQuincy

This item is 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. Breaux, the motion carried on a unanimous vote.

**B. Request to name the Westlake High School softball complex the Hudson-Reeves Park in honor of WHS Coach Clint Hudson and Coach Tommy Reeves.
(The requirement for number of signatures has been met and can be viewed as a part of the legal Minutes on file at 3310 Broad Street.)**

This item is 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. Breaux, the motion carried on a unanimous vote.

C. Approval of Increase in “Do Not Exceed” amount/CSRS contract- Hurricane Laura

This item is 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. Breaux, the motion carried on a unanimous vote.

D. Approval of Permanent Right of Way Servitude for drainage work/City of Lake Charles/F.K. White Middle School

This item is 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. Breaux, the motion carried on a unanimous vote.

HURRICANE BID REPORTS FOR RATIFICATION

A. Starks School Repairs/Group Contractors, LLC/ \$826,000.00

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

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

B. Iowa Middle School/Dynamic Group, LLC/\$343,191.87

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

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

C. Washington-Marion High School/Roofing replacement, repairs, rooftop mechanical repairs/Daughdrill General Contracting & Roofing Co., Inc./\$641,962.00

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

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

D. College Oaks Elementary Hurricane Laura Repairs/Pat Williams Construction, LLC/\$826,000.00 and Alternate \$80,000.00

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

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

PERMISSION TO ADVERTISE

Mrs. Ballard read the following:

A. Phase 5 – Entry Lobby Addition and New Paved Parking/Washington-Marion/District 31 Bond Funds

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

unanimous vote.

B. Permission to advertise for 1 used transit rear engine bus/Type D/38 adult capacity/to be retrofitted for mobile STEM Lab/ESSER Funds

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

CORRESPONDENCE

Mrs. Ballard read the following:

A. Change Order Number One (1) for the project, “Gillis Elementary, Phase 3 Improvements, six classroom wing and restroom addition,” Bid #2021-07PC; Sales Tax District 3; Moss Architects, Inc., Designer; Miller & Associates, Inc., Contractor; *Increase* of \$69,390.00 and *Increase* of eighty (80) days.

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

B. Change Order Number Three (3) for the project, “Brenda Hunter Head Start Improvements”, Bid 2021-08PC; District 31 Bond Funds; Moss Architects, Inc., Designer; Seth Priola Construction, LLC., Contractor; *Increase* of \$17,957.00 and *Increase* of ten (10) days.

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

CONDOLENCES AND RECOGNITIONS

Mr. Wallace asked for a letter of condolence to the following

The family of Mr. Hammond DeJean, Jr.
The family of Mrs. Mary Margaret Geyen
The family of Ms. Claudia Johnson
The family of Ms. Gloria Rogers

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

The family of Mrs. Marjorie Tate
The family of Mrs. Mary Equilla Brannon
The family of Mrs. Mary Margaret Geyen
The family of Mr. Daryl January

Mr. Smith asked for a letter of condolence to the family of Sheree Copeland.

Mrs. Ballard asked for a letter of condolence to the family of Mrs. Mary Equilla Brannon.

Mr. Duhon and Mr. Roberts asked for a letter of condolence to the family of Mrs. Rachel Abadie.

Mr. Dellafosse asked for a letter of condolence to the following:

The family of Mrs. Mary Margaret Geyen
The family of Mr. Daryl January
The family of Dr. Frank Pryce
The family of Ms. Lesby Lewis

Mr. Hardesty asked for a letter of condolence to the family of Mayor Bob Hardy.

SCHEDULE COMMITTEES

February 22, 2022.....5:00 p.m./Special Called Board
Meeting (Public input on re-districting plan)
February 22, 2022..... Budget Committee (to follow)
February 22, 2022..... C&I Committee (to follow)
March 8, 2022.....5:00 p.m./Employee Benefits Committee

ADJOURN MEETING

On a motion to adjourn by Mr. Duhon and a second by Mr. Breaux, the meeting was adjourned at 5:57 p.m. on a unanimous vote.

Annette Ballard, President

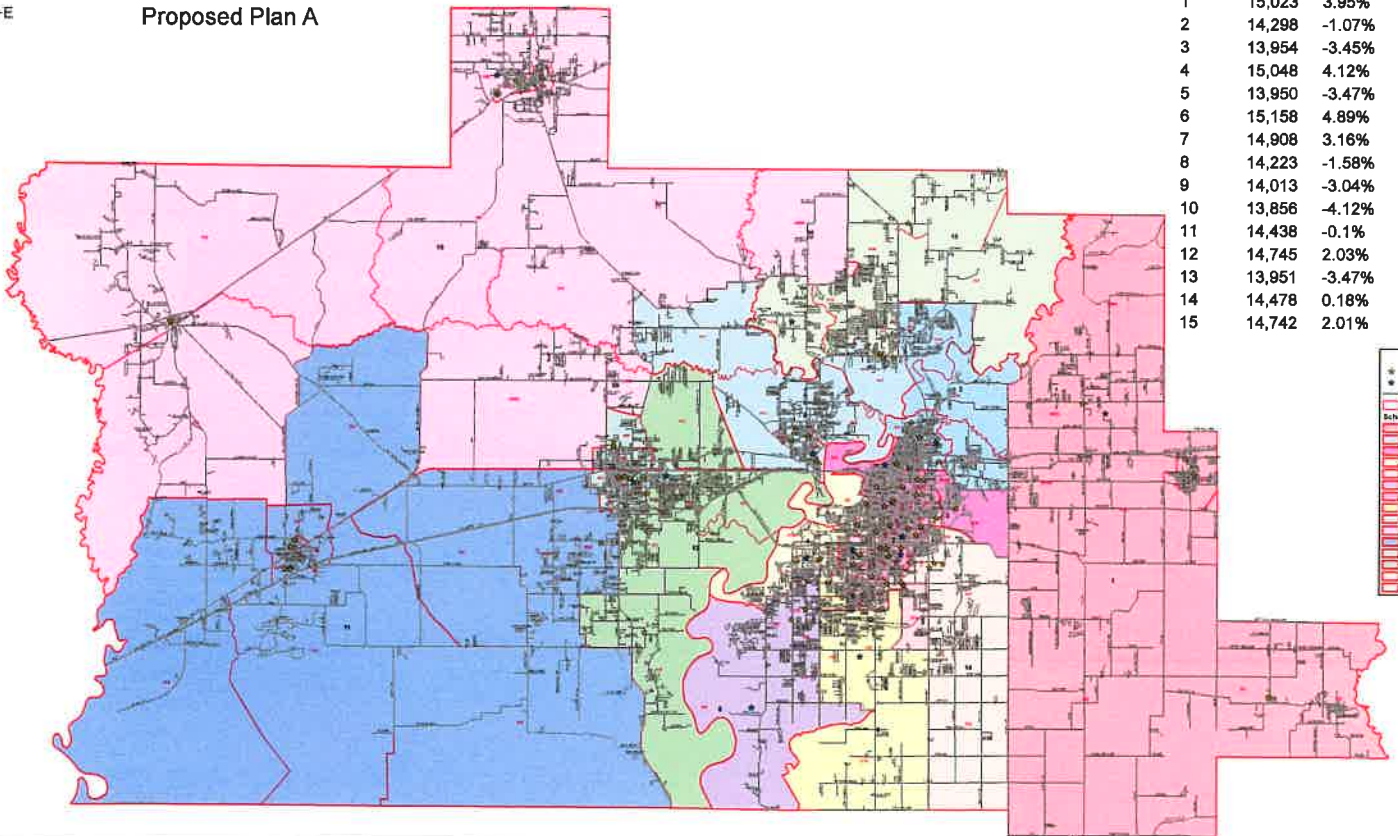
Karl Bruchhaus, Secretary

Item 3.B. Plan A

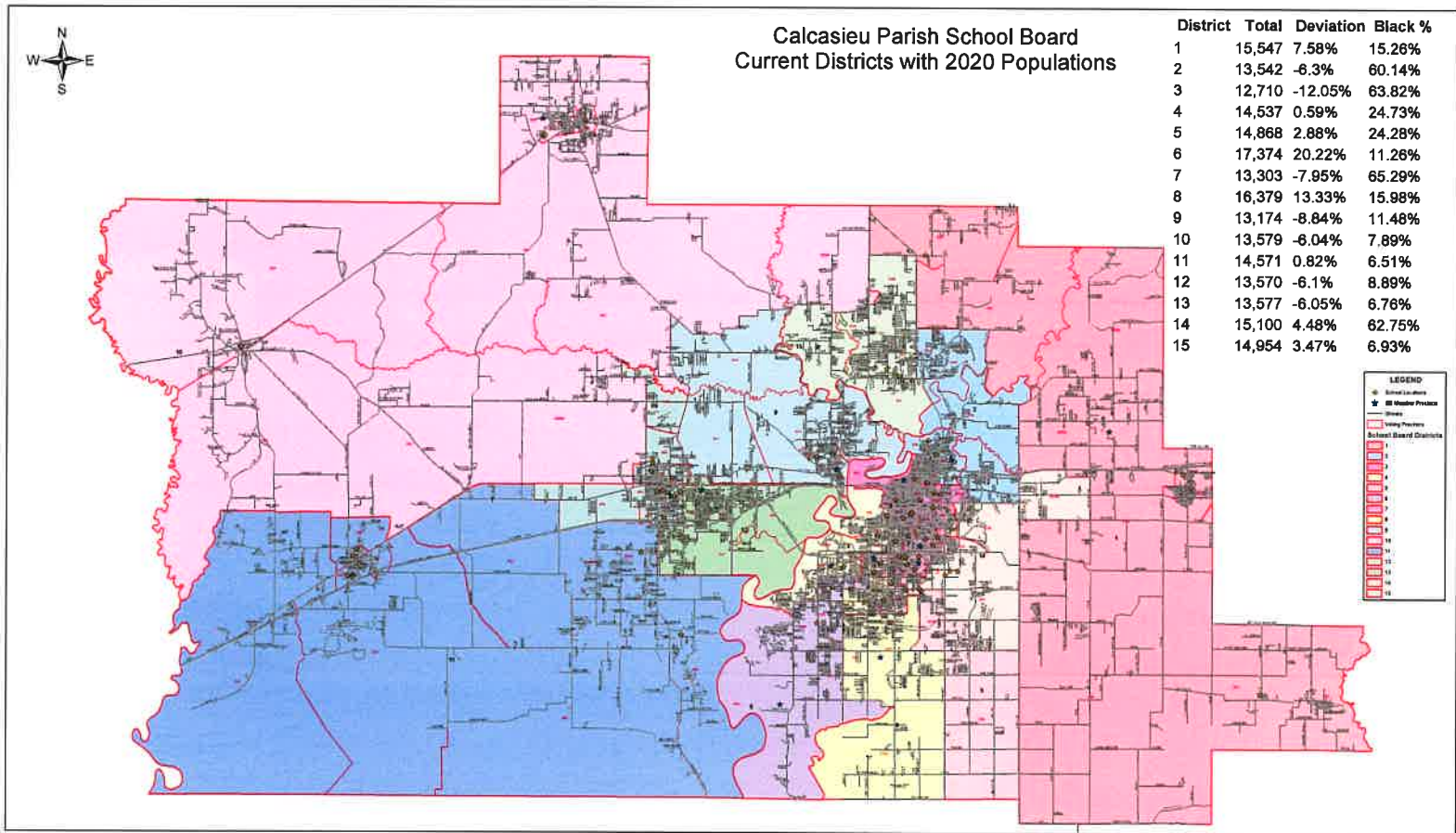
Calcasieu Parish School Board
Proposed Plan A



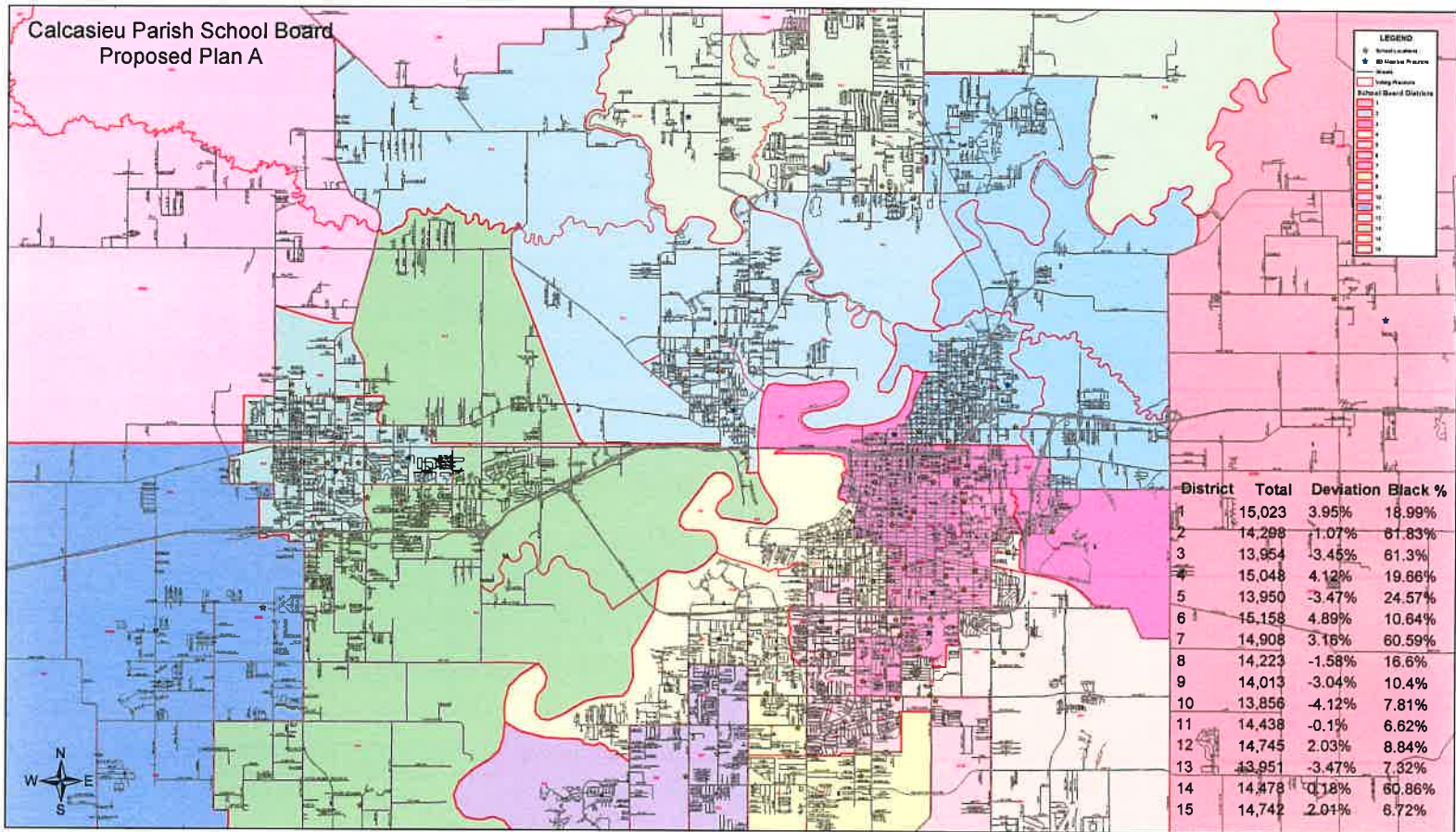
District	Total	Deviation	Black %
1	15,023	3.95%	18.99%
2	14,298	-1.07%	61.83%
3	13,954	-3.45%	61.3%
4	15,048	4.12%	19.66%
5	13,950	-3.47%	24.57%
6	15,158	4.89%	10.64%
7	14,908	3.16%	60.59%
8	14,223	-1.58%	16.6%
9	14,013	-3.04%	10.4%
10	13,856	-4.12%	7.81%
11	14,438	-0.1%	6.62%
12	14,745	2.03%	8.84%
13	13,951	-3.47%	7.32%
14	14,478	0.18%	60.86%
15	14,742	2.01%	6.72%



Item 3.B. Current



Item 3.B. Plan A Metro



CITY COUNCIL

RILEY SMITH, Mayor

Pat Brummett
City Clerk and Tax Collector

Mark Peloquin
District #1

Ronda Jacobs
District #2

Judy Landry
District #3

Daisy A. Cole
District #4

Denise Maddox
At Large

City of DeQuincy, Louisiana

P.O. BOX 968

DeQuincy, Louisiana 70633

Phone 337-786-8241
Phone 337-786-8211
Fax 337-786-3076

Item 9.A.

January 12, 2022

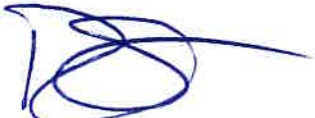
Karl Bruchhaus
Superintendent
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615

Dear Sir:

It has been brought to our attention the enclosed Lease and Joint Service Agreement between the Calcasieu Parish School Board and the City of DeQuincy is close to expiration. Please advise if it is the intent of the School Board to renew this lease and joint services Agreement. The city is of course agreeable to the renewal and to signing another agreement.

Awaiting your reply, I remain

Very truly yours,



Riley Smith, Mayor

Enclosure



STATE OF LOUISIANA

PARISH OF CALCASIEU

LEASE AND JOINT SERVICES AGREEMENT

The following Lease and Joint Services Agreement is hereby entered into by and between the CITY OF DEQUINCY, LOUISIANA, hereinafter "CITY" represented by Lawrence Henagan, Mayor, and the CALCASIEU PARISH SCHOOL BOARD hereinafter "SCHOOL BOARD", represented by Ron Hayes, President.

WHEREAS, there is a need in the City of DeQuincy, Louisiana for the operation of additional recreation facilities; and

WHEREAS, the City is willing to allow the use of the property described herein by the SCHOOL BOARD.

NOW, THEREFORE, BE IT RESOLVED by the CITY, and the SCHOOL BOARD as follows:

I.

The CITY's youth will benefit from having access through public schools to the athletic fields and softball field described herein, and thus this Agreement serves a valid public purpose pursuant to Article VII §14 of the Louisiana Constitution. For and in exchange for the undertakings of SCHOOL BOARD as stated herein the CITY hereby leases unto the SCHOOL BOARD the following described premises, including all improvements and facilities located thereon, except the tennis courts and the land on which the tennis courts are located:

Boise Southern Park Athletic Field, AKA, the DeQuincy High School Baseball Field (Earl Treadway Memorial Baseball Field)

DeQuincy High School Softball Field (Jamie Cooper Memorial Softball Field) at 501 S. Overton, DeQuincy, Louisiana, more fully described as:

COM SW COR. SEC13.7.11 TH E 2440.15 FT TH N 54 DEG 42 MIN E 204.58 FT TO W R/W LINE OF A 50 FT WIDE CITY STREET (OVERTON STREET) TH N 339.81 FT TO BEG TH W 500. FT N 715 FT TH E 500 FT TO W R/W LINE OF OVERTON ST TH S 715 FT WITH W R/W LINE OF OVERTON ST TO BEG.

The CITY shall continue to own the aforesaid land and minerals, but shall have no right to surface use of said property. Any sale of the above described premises by the CITY shall be made subject to this Lease and Joint Services Agreement.

II.

The term of this lease and joint services agreement shall commence on August 1, 2017, and shall run for five (5) full years from that date. The SCHOOL BOARD is further granted the option to renew this lease and joint services agreement for two (2) successive five (5) year periods, provided that notice of intent to exercise this right to renew shall be given not later than thirty (30) days prior to the end of the initial term or prior to the end of any renewed term.

III.

To the extent funds are available the CITY may participate in the cost of construction, renovation, maintenance, and/or repair projects on the premises. Subject to the foregoing regarding CITY participation, the SCHOOL BOARD agrees to maintain, repair, and supervise the operation of, at no expense to the CITY, the recreation fields and related facilities on the leased premises. No use of the leased premises by anyone other than SCHOOL BOARD shall be permitted except pursuant to the prior written consent of the DeQuincy High School Principal.

The DeQuincy High School Principal shall not unreasonably refuse to allow the CITY to permit use of the premises by others. However, the CITY shall be responsible for all claims, demands, actions, or suits, including costs and expenses incident thereto, for or on account of injuries to including death of persons or damage to property of others arising from, connected with, or in any manner related to the CITY granting permission to others to use the premises, and the CITY shall hold harmless and defend the Calcasieu Parish School Board, its agents, officers, employees, officials, and insurers with respect thereto. In addition, the CITY shall be responsible for the supervision and safety of activities for which it grants permission to use the premises. Nothing herein is intended to nor shall be deemed to create any obligation or liability to or for the benefit of anyone other than the parties hereto.

IV.

The SCHOOL BOARD accepts the premises described above in their present condition, and may but is not obligated to construct improvements upon the premises which are consistent with their intended recreational and sports use.

V.

Except with respect to uses permitted by the CITY, and except with respect to intentional or grossly negligent acts of the CITY, its agents, officers, and employees, the SCHOOL BOARD assumes all risks of and shall indemnify, defend, and save the CITY, its officers, directors, agents and employees, harmless from and against all claims, demands, actions or suits (including costs and expenses incident thereto) for or on account of injuries to (including death of) persons or property of

others, arising wholly or in part from or in connection with the existence of the sports facilities, including, but not limited to, the construction, maintenance, operation, occupancy of, use of or removal of SCHOOL BOARD'S facilities. In the event of any suit or action brought against the CITY, the CITY shall timely notify the SCHOOL BOARD, and the SCHOOL BOARD shall appear and defend said suit or action at its cost and expense, and will pay and satisfy any judgment that may be rendered therein against the CITY when such suit or action has been finally determined, except with respect to premises use permitted by the CITY, and/or damages caused by the CITY's intentional or grossly negligent acts. The Calcasieu Parish School Board maintains a self-insured/excess insurance program with respect to its potential liabilities, and the CITY agrees that such program satisfies any obligation, if such obligation exists, of the SCHOOL BOARD to insure potential losses regarding the aforesaid premises. The Calcasieu Parish School Board retains the right, but has no obligation, to provide property insurance for improvements on the aforesaid premises.

VI.

The SCHOOL BOARD agrees to be responsible for the installation and payment of all utilities on the premises.

VII.

Except for permitting the use of the premises for recreational activities, the SCHOOL BOARD shall not have the right to assign or sublet its right to occupy the premises, it being understood and agreed that the lease contemplates the use of the premises for the operation of recreational fields and related facilities and the proper maintenance of such property by the SCHOOL BOARD. If the facilities or the premises are not properly maintained to the satisfaction of the CITY, its successors, heirs and/or assigns, the CITY shall notify SCHOOL BOARD in writing of the needed maintenance, and SCHOOL BOARD shall have ninety (90) days thereafter, or such longer period agreed upon by CITY, to address the deficiency in maintenance.

VIII.

Upon termination of this lease and joint services agreement, the SCHOOL BOARD shall have authority to but shall not have the obligation to remove such structures as it may have placed upon the premises, if the same can be accomplished without detriment to the premises.

IX.

No party to this lease shall unlawfully discriminate against any person in the provision of services or in any manner, on the grounds of race, color, creed, religion, sex, national origin, age or handicap.

X.

Any notice or other communication given under or with respect to the lease by the CITY to the SCHOOL BOARD shall be given by registered mail or certified mail or facsimile addressed to:

Superintendent
CALCASIEU PARISH SCHOOL BOARD
3310 Broad Street
Lake Charles, Louisiana 70615
Facsimile: (337) 217-4051

Any such notice by the SCHOOL BOARD to the CITY shall be given by registered or certified mail or facsimile addressed to:

CITY OF DEQUINCY, LOUISIANA
P. O. Box 968
DeQuincy, Louisiana 70663
Facsimile: (337) 786-3076

THUS DONE AND SIGNED on the dates hereinafter shown, in the Parish of Calcasieu, State of Louisiana, in the presence of the undersigned, after a due reading of the whole.

SWORN TO AND SUBSCRIBED, before me, on this 6th day of Sept., 2017.

WITNESSES:

Vicki Lejeune
Printed Name: Vicki Lejeune

CITY OF DEQUINCY, LOUISIANA

BY: Lawrence Henagan
LAWRENCE HENAGAN, Mayor

Debbie Johnson
Printed Name: Debbie Johnson

Patricia W Brummett
NOTARY PUBLIC
Patricia W Brummett
Printed Name
Notary ID# 1663

SWORN TO AND SUBSCRIBED, before me, on this 15th day of August, 2017.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

Wilfred Bourne
Printed Name: WILFRED BOURNE

BY: Ron Hayes
RON HAYES

Richard E. Vail
Printed Name: Richard E. Vail

Peggy T. Carlile
NOTARY PUBLIC
Peggy T. Carlile
Printed Name

Notary ID# 134336



PEGGY T. CARLILE
Notary Public
Notary ID No. 134336
Calcasieu Parish, Louisiana
My Commission is for Life



Westlake High School

1000 Garden Drive
Westlake, Louisiana 70669
Phone: 337.217.4950
FAX: 337.217.4951

Item 5.D.

Bryan Trahan
Principal

Bill Guillotte
Jason Thibodeaux
Assistant Principals

Dear Parent/Guardian,

Westlake High School is completing the construction of a new, state of the art softball complex that will open to the public in the spring of 2022. The new complex will have new dugouts, press box, bathrooms, concession stand, reserved seating, and a fully artificial turf field. The school would like to name the park to reflect our legacy of outstanding coaches and educators who have contributed to the early success of Lady Ram Softball. Our proposed name is "Hudson-Reeves Park" in honor of WHS coaches Clint Hudson and Tommy Reeves. Here is a little background:

Coach Clint Hudson began teaching at Westlake High School in the fall of 1987. He took over coaching softball in 1989 and brought the Lady Rams to a state championship in 1992. From 1987, until he retired in 2017, Hudson would go on to coach baseball, basketball, and volleyball. According to his wife Donna, softball always had his heart.

Coach Tommy Reeves was also a career educator. While serving as Principal of SJ Welsh Middle School in Lake Charles, he volunteered to help the newly formed Westlake Softball program. Reeves served as assistant coach from 1988 to 1993, including the 1992 state championship team. Hudson and Reeves physically constructed the first on-campus softball complex at the corner of Guillory Street and Garden Drive.

Help us honor their legacy by signing the lines below and returning this form to your child's school. These signatures will be presented to the board when the new name is proposed by our school board member. We appreciate your help in this matter.


Thanks,

Bryan Trahan
Principal
Westlake High School

Student Name: _____

By signing below, I affirm that I support naming the new WHS softball facility "Hudson-Reeves Park"

Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent
Date: 1/24/22
Subject: Increase in “Do Not Exceed” Amount

CSRS Disaster Recovery Management, LLC., continues to serve as project manager on the C.P.S.B. Hurricane Laura/Delta recovery projects. All items of their contract were approved by the Board in the contract of December 7, 2020. One component of the contract required by FEMA is a “Do Not Exceed Amount”, which was generally a best guess estimate back in 2020. CSRS is now submitting a more accurate revised amount now that projects estimates are more realistic.

Staff recommends approval of the submitted agreement to adjust the “Not to Exceed Amount” from \$3.6 million to \$5.6 million. All other aspects of the contract remain the same.

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CALCASIEU PARISH SCHOOL BOARD
AND
CSRS DISASTER RECOVERY MANAGEMENT, L.L.C.**

THIS AMENDMENT is made effective as of the _____ day of _____ 2022 between Calcasieu Parish School Board (“Owner”), with principal office at 1618 Mill Street, Lake Charles, Louisiana and the CSRS Disaster Recovery Management, L.L.C. (“Consultant”).

WHEREAS, Owner is amending its existing agreement Professional Services Agreement between Calcasieu Parish School Board and the CSRS Disaster Recovery Management L.L.C. dated December 7, 2020,

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. The total not to exceed amount of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) will be increased by Two Million Dollars (\$2,000,000.00) for a new not to exceed amount of Five Million Six Hundred Thousand Dollars (\$5,600,000.00).
2. All other terms and condition remain as stated in the Agreement.

IN WITNESS WHEREOF, Owner and Consultant agree to the foregoing and have caused this Amendment to be executed by their respective duly authorized representatives as of the date set forth below.

Calcasieu Parish School Board

BY: _____

TITLE: _____

DATE: _____

CSRS Disaster Recovery Management L.L.C.

BY: Christopher J. Pellegrin, AIA

TITLE: Executive Vice President

DATE: _____

CPSB HURRICANE LAURA RECOVERY PROGRAM

Program Overview

- 127 Projects (as of this week)
- Bids Advertised – 100 (79%)
- Construction Contract/NTP – 96 (76%)
- Completed Projects – 48(38%)
 - More projects will be closing out within the next 1-2 months.
- Projects Bidding/Pending Bidding Approval
 - 3 projects currently bidding (College Oaks, Maplewood Exterior, TS Cooley/Dolby)
 - 1 project to begin bidding next week (Barbe – Modular Setup and Gym Repairs)
 - 12 projects pending bidding advertisement approval
- 117 projects projected to be completed by end of 2022

Contract Overview

- Emergency Contract \$436,993
- Procured Permanent Work Contract \$3.6M NTE (1 year)
- Amendment No. 1 Overview
 - Requesting \$2M NTE for 2022
 - Updated contract NTE - \$5.6M
- Projected fee for 2023 - \$600-700k (can include in Amendment No. 1)
- CSRS DBE Efforts
 - \$207,000 contracted with DBE firms (staff)
 - 6.5%

2022 Project Overview

Total Active Projects (Bidding & Construction)

<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>
55	53	64	57	49	44
<i>July</i>	<i>August</i>	<i>September</i>	<i>October</i>	<i>November</i>	<i>December</i>
42	38	26	22	20	16

2023 Project Overview

Total Active Projects (Construction)

<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>
10	7	6	6	5	4
<i>July</i>	<i>August</i>	<i>September</i>	<i>October</i>	<i>November</i>	<i>December</i>
2	2	1			

**PROFESSIONAL SERVICES AGREEMENT ("Agreement")
BETWEEN
CALCASIEU PARISH SCHOOL BOARD
AND
CSRS DISASTER RECOVERY MANAGEMENT, LLC**

THIS AGREEMENT is made and effective as of the 7th day of December, 2020, by and between the Calcasieu Parish School Board ("Owner") located at 1618 Mill St, Lake Charles, Louisiana 70601 and CSRS Disaster Recovery Management, LLC., a Louisiana corporation with principal office at 6767 Perkins Road, Suite 200, Baton Rouge, Louisiana 70808 ("CSRS" or "Consultant").

WHEREAS, Owner desires to appoint CSRS to provide professional services for the Owner; and

WHEREAS, CSRS represents that it has the necessary skills, knowledge and abilities to assist the Owner to perform the services on this Agreement.

IT IS, THEREFORE, AGREED as follows:

1. **Services.** CSRS will provide professional services to the Owner as agreed upon by this Agreement. Professional services to be provided include the project management oversight of the development and implementation of a recovery plan, related to the aftermath of Hurricane Laura (DR-4559-LA) as well as any other disasters that are federally declared during the time period of this contract. CSRS will work with through the various phases of program management, including design, construction, field inspection, project control, and close out as a representative of Calcasieu Parish School Board. Specifics of the authorized scope of work include are included in Appendix A.

2. **Compensation and Payment.** The Owner agrees to pay CSRS according to the terms of this Agreement. The total not to exceed amount for the first year will be Three Million Six Hundred Thousand Dollars (\$3,600,000.00) billed on an hourly basis according to the rate table below.

POSITION	HOURLY RATE
Principal	\$250
Project Manager	\$175
Assistant Project Manager	\$125
Project Coordinator	\$115
Project Administrative Assistant	\$100
Program Director	\$250
Design Specialist / Architect	\$175
Engineer	\$175
Subject Matter Expert	\$175
Senior Project Manager	\$185

Deputy Program Director	\$200
Inspector	\$100

Payment for services shall be made by the Owner within thirty (30) days of receipt and approval of a properly executed invoice. Invoices will be submitted by CSRS no more frequently than monthly.

3. Term. This Agreement shall be in effect for three years (3) from the effective date stated above with additional one (1) year options.

4. Confidentiality. The Owner will have all right, title and interest in and to the work product CSRS performs on its behalf. This includes, but is not limited to, the exclusive right to reproduce or copy the work, and all data, documents, drawings, sketches, specifications and reports which are developed or enhanced for the Owner under this Agreement. All such work products; and all Agreement related data, will be held in strict confidence, except as otherwise agreed in writing.

5. No Agency Created. Unless otherwise agreed in writing, CSRS shall have no authority, express or implied, to act as an agent of the Owner, its affiliates or subsidiaries for any purpose or to bind the Owner in any fashion. CSRS shall remain responsible for all obligations and liabilities incurred in connection with this Agreement, including the obligation to pay all of CSRS's own employment, income and social security taxes.

6. Insurance. CSRS will procure and maintain, for the term of this Agreement, the following insurance:

a. Worker's Compensation insurance in full compliance with all applicable State and Federal laws and Employer's Liability insurance against loss, damage or injury to CSRS's employees of not less than \$500,000 per occurrence.

b. Commercial general liability insurance with limits:

1.A.b.1. no less than \$2,000,000 in general aggregate if aggregate applies per policy or

1.A.b.2. no less than \$2,000,000 in general aggregate if aggregate applies per project:

1.A.b.3. \$1,000,000 CSL each occurrence

c. Automobile insurance no less than \$1,000,000 CSL for any owned, non-owned or hired automobiles.

d. Professional Liability Insurance no less than \$1,000,000.

e. Umbrella Liability Insurance no less than \$5,000,000.

Certificates of Insurance shall be furnished to the Owner when this agreement is executed. The Certificates will provide for ten (10) days written notice to the Owner prior to cancellation or material modification of the insurance.

7. Indemnification. Owner agrees to indemnify and hold CSRS harmless from and against all claims, damages, losses and expenses (including reasonable legal fees and costs) to the extent caused by Owner's negligent acts, errors or omissions caused by the performance of professional services under this Agreement.
8. Notices. All notices, demands, and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom it is intended, or mailed to the party for whom intended at the address and to the attention of the officer set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this section.
9. Dispute Resolution. In the unlikely event of a dispute under this agreement and between the parties hereto, the parties agree to try to resolve their differences through negotiation. If the parties are unable to resolve their differences through negotiation, they agree to use mediation before resorting to litigation. The mediator will be one mutually agreed upon and the costs will be shared equally. If there is litigation the prevailing party will be entitled to reimbursement of reasonable attorneys' fees and costs of the litigation.
10. Statutory Employer. The Owner shall be considered the statutory employer of CSRS and/or CSRS's employees who provide work or services under this Agreement in accordance with Louisiana R.S. 23:1031 or R.S. 23:1061. Thus, the Owner is to be granted the exclusive remedy protection of Louisiana R.S. 23:1032, and shall be liable to pay compensation benefits if the immediate employer, CSRS is unable to meet obligations under the Louisiana Workers Compensation statute for work or service that is performed under this Agreement. The parties agree that the recognition of the Statutory Employer status is made pursuant to R.S. 23:1061 of the Louisiana Workers Compensation Statute and that the Owner is not the actual employer of CSRS, or any of the employees of CSRS. Further, it is acknowledged that the Owner have no control or involvement in the hiring, firing, or direct supervision or direction of any such employees.
11. Governing Law. This Agreement shall be governed by the laws of the State of Louisiana.
12. Severability and Survival. In the event that any clause or provision of this Agreement shall, for any reason, be deemed illegal, invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
13. Termination for Cause or Convenience; Suspension

The Owner may terminate this Agreement for cause based upon the failure of CSRS to comply with the terms and/or conditions of the Agreement, provided that the Owner shall give CSRS written notice specifying CSRS's failure. If within thirty (30) days after receipt of such notice, CSRS has not corrected such failure or, in the case of failure that cannot be corrected in thirty (30) days, begin in good faith to correct such failure, the Owner may, at its

option, place CSRS in default and the Agreement shall terminate upon the Owner's issuance and CSRS's receipt of a second written notice.

CSRS may exercise any rights available under Louisiana law to terminate for cause upon the failure of the Owner to comply with the terms and conditions of this contract, provided that CSRS shall give the Owner written notice specifying the Owner's failure and thirty (30) days to cure the defect.

The Owner may terminate the Agreement at its convenience at any time for any or no reason by giving thirty (30) days written notice to CSRS.

Upon termination for cause or convenience, CSRS shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this Agreement or otherwise to the satisfaction of Owner, as well as reasonable termination and demobilization costs.

Should the Owner find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by the Owner to that effect. If the Agreement is suspended for more than thirty (30) consecutive calendar days, CSRS shall be compensated for services performed prior to the notice of suspension. In addition, when work under the Agreement resumes, CSRS's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of CSRS's services.

14. Remedies: If any work performed by CSRS fails to meet the requirements of the Agreement, Owner may in its sole discretion:

- (i) elect to have CSRS re-perform or cause to be re-performed at CSRS's sole expense, any of the work which failed to meet the requirements of the Agreement;
- (ii) hire another Consultant to perform the work and deduct any additional costs incurred by Owner as a result of substituting CSRSs from any amounts due to Consultant; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

15. Access to Records and Right to Audit: The following access to records requirements apply to this Agreement:

(1) CSRS agrees to provide GOHSEP, Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CSRS which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CSRS agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CSRS agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

16. Certification of No Federal Suspension or Debarment: CSRS has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future contracts.

17. Record Retention: CSRS shall maintain all records in relation to this contract for a period of at least FIVE (5) years after final payment by Owner to CSRS.

18. Clean Air Act:

(1) CSRS agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CSRS agrees to report each violation to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(3) CSRS agrees to include these requirements in each contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

19. Energy Policy and Conservation Act: CSRS hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

20. Federal Water Pollution Control Act:

(1) CSRS agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CSRS agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(3) CSRS agrees to include these requirements in each contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

21. Suspension and Debarment:

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CSRS is required to verify that none of CSRS, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CSRS must comply with 2 C.F.R. pt. 180, part C and 2 C.F.R. pt. 3000, part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Owner. If it is later determined that CSRS did not comply with 2 C.F.R. pt. 180, part C and 2 C.F.R. pt. 3000, part C, in addition to remedies available to Owner and Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) CSRS shall complete the required certification attached hereto as Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as Amended): Consultants who apply or bid for an award of \$100,000 or more shall complete the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Appendix B. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

22. Procurement of Recovered Materials:

(1) In the performance of this contract, CSRS shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

23. Department of Homeland Security (DHS) Seal, Logo, and Flags: CSRS shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. CSRS will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. No Obligation by Federal Government: The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Owner, CSRS, or any other party pertaining to any matter resulting from the Agreement.

26. Program Fraud and False or Fraudulent Statements or Related Acts: CSRS acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

27. Equal Employment Opportunity: If this Agreement is determined a "federally assisted construction contract" as defined by 41 C.F.R. § 60-1.3, CSRS agrees as follows with respect to the performance of this Agreement:

(1) CSRS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CSRS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CSRS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CSRS will, in all solicitations or advertisements for employees placed by or on behalf of CSRS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CSRS will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CSRS's legal duty to furnish information.

(4) CSRS will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CSRS's commitments under this

section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CSRS will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CSRS will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CSRS's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CSRS may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CSRS will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each CSRS or vendor. CSRS will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultants becomes involved in, or is threatened with, litigation with a CSRS or vendor as a result of such direction by the administering agency, CSRS may request the United States to enter into such litigation to protect the interests of the United States.

28. Contract Work Hours and Safety Standards Act: This provision applies for contracts in excess of \$100,000 that involve the employment of mechanics or laborers:

(1) Overtime requirements. Neither CSRS nor its subconsultant, for any part of the contract work which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section CSRS and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such CSRS and subconsultant shall be liable to the United States (in the case of work done under contract for the District of

Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner or the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CSRS or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime subconsultant, such sums as may be determined to be necessary to satisfy any liabilities of such CSRS or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. CSRS or subconsultant shall insert in any contracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the CSRSs to include these clauses in any lower tier contracts. The prime CSRS shall be responsible for compliance by any CSRS or lower tier CSRS with the clauses set forth in paragraphs (1) through (4) of this section. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If CSRS intends to contract any portion of the work covered by this Agreement, CSRS must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

29. Assignment of Agreement: CSRS shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Owner. This provision shall not be construed to prohibit CSRS from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

30. Davis Bacon Act (Davis Bacon Act, as Amended (40 U.S.C. 31413144, and 40 U.S.C. 31413148): CSRS agrees to follow the Davis Bacon Act provisions, as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") when the prime construction contract is in excess of \$2,000. In accordance with the statute, CSRS must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CSRS must be required to pay wages not less than once a week. In addition, CSRS will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "CSRSs and CSRSs on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CSRS will report all suspected or reported violations to the Owner. Each CSRS or CSRS is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Owner will report all suspected or reported violations to the Federal-funding awarding agency.

In Construction contracts involving an excess of \$2000, CSRS shall comply and the shall cause its CSRSs to comply with sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits. In the event of a violation of this provision, CSRS shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.

31. Section 3 Compliance in Employment and Training: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

CSRS agrees to send to each labor organization or representative of workers with which CSRS has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of CSRS's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

CSRS agrees to include this Section 3 clause in every contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or in this Section 3 clause, upon a finding that the CSRS is in violation of the regulations in 24 CFR part 135. CSRS will not contract with any CSRS where CSRS has notice or knowledge that the CSRS has been found in violation of the regulations in 24 CFR part 135.


CSRS will certify that any vacant employment positions, including training positions, that are filled (1) after CSRS is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent CSRS's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

32. Force Majeure: Any delay or failure of CSRS in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of CSRS and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, medical pandemic or emergency, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other CSRS's, vendors or suppliers. In the event of a Force Majeure Event, CSRS shall receive an equitable adjustment extending CSRS's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to


CSRS's compensation sufficient to account for any increased cost in performance or loss or damage suffered by CSRS.

IN WITNESS WHEREOF, CSRS and the Owner agree to the foregoing and have caused this Agreement to be executed by their respective duly authorized representatives.



The Calcasieu Parish School Board
(signature)

Name
(print): KARL BRUCHMANS
Title: SUPERINTENDENT
Date: 1/4/2021
Address: 3310 BROAD STREET
LAKE CHARLES, LA 70615
Phone: 337 217-4000
Email: KARL.BRUCHMANS@CPSB.ORG



CSRS Disaster Recovery Management, LLC
(signature)

Name
(print): Christopher J. Pellegrin, AIA
Title: Manager
Date: December 7, 2020
Address: 6767 Perkins Rd., Ste 200
Baton Rouge, Louisiana 70808
Phone: 225-769-0546
Email: Christopher.pellegrin@csrsinc.com

Appendix A: Scope of Services

1. GENERAL

- Overall Program Management Services: The Consultant shall be responsible for supporting the development and implementation of the overall program management plan for the CPSB Recovery Plan.
- Management of Design Phase: The Consultant shall be responsible for assisting CPSB in the procurement of, and providing design management of, professional design services required to implement construction of the projects in CPSB's Recovery Plan.
- Management of Construction Phase: The Consultant shall be responsible for management of the procurement of construction services and providing project construction management of the construction phase of all CPSB's Recovery Plan projects.
- Field inspection services: The Consultant shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget, and quality contractual requirements.
- Project Controls: The Consultant shall be responsible for coordinating with the appropriate staff person to manage invoices, contracts, change orders, and amendments to develop systems that result in the delivery of projects on time and on budget.
- Project Close Out: The Consultant shall be responsible for preparing documentation for close-out. Close-out includes providing data to set-up preventive maintenance and asset preservation programs for each project executed. It also includes management of one-year warranty period after construction is completed for each project executed. The Consultant shall be responsible for financial reports and other documentation as required per the terms of the financial grants received to execute the projects.
- The Consultant shall serve as a representative of CPSB.

2. OVERALL PROGRAM MANAGEMENT

1. Under the direction of CPSB's Point of Contact, direct and coordinate the activities of the Project Management team to meet the objectives of the overall program management plan.
2. Manage, report, and monitor projects to ensure delivery within the established schedule and cost parameters and in compliance with quality assurance requirements; provide timely project communications; develop and implement appropriate recovery strategies when management objectives are at risk.
3. Determine the current status of all ongoing projects that exist prior to the start of this contract and provide a plan for managing this transition.
4. Assist CPSB as required in project/ program financial or programmatic audits.
5. Provide audit and funding compliance reviews on all projects as required based on the funding source.
6. Develop, implement and staff a Consultant awareness program that encourages and facilitates DBE participation in CPSB's Recovery Program.

3. MANAGEMENT OF DESIGN PHASE

The Consultant shall be responsible for assisting CPSB in procuring and directly managing professional design firms, emphasizing within budget and on time performance.

Additionally, the Consultant shall ensure compliance with design guidelines and contract terms as required to execute the delivery of the projects in CPSB's Recovery Program. The services required include, but are not limited to the following:

1. Responsible for the preparation of a professional design services procurement plan and schedule to meet the requirements of CPSB's Recovery Program, developing RFP's for architecture and/or engineering services and participating in the negotiations of design contracts as requested by CPSB. (already completed)
2. Assist CPSB and coordinate with design professionals in properly incorporating design standards and master specifications in each design project.
3. Recommend and implement project delivery strategies and schedules in order to increase construction market competition and realize efficiencies.
4. Develop and maintain a document management system for construction documents and record drawings.
5. Assist in the evaluation and selection of professional design Consultants.
6. Manage professional design Consultants' contracts and implement design to budget requirements in all RFP's and contracts for design services. Monitor and report on compliance with design to budget requirements.
7. Validate the Architect/Engineer (A/E) cost estimate and provide value engineering and constructability reviews throughout the design of projects to ensure compliance with project budget and schedule.
8. Develop, implement and staff a Consultant awareness program that encourages and facilitates DBE participation in CPSB's Recovery Program.
9. Provide document quality assurance/quality control reviews.
10. Evaluate and review design errors and omissions, rendering professional opinions to CPSB and assisting CPSB in recovery efforts if necessary.

4. MANAGEMENT OF CONSTRUCTION PHASE

The Consultant shall be responsible for assisting CPSB's point of contact in the coordination of the construction process of all CPSB's Recovery projects. Services required for the construction program include, but are not limited to the following:

1. Support and assist in the preparation of the construction program procurement plan and schedule for all recovery projects.
2. Integrate local and DBE business participation outreach into procurement plans.
3. Administer the competitive bidding process for the procurement of construction, including conducting pre-bid conferences.
4. Schedule and conduct pre-construction meetings.
5. Provide project construction management services to include; conduct regular jobsite meetings, oversee quality assurance testing and inspection programs, monitor Consultant and sub Consultant work for deficiencies, maintain copy of all contract documents, change orders, and other documentation, oversee Consultant and sub Consultant safety program. Expedite communication, processing and documentation all Consultants' submittals including RFI's, payments requests and change orders.
6. Monitor and manage the process of compliance with all applicable regulatory requirements, permitting and necessary approvals.
7. Process and track payment requests for approval.

8. Report potential budget and schedule variances and prepare recovery plans.
9. Administer post construction close-out, 3rd-party commissioning, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals and as built drawings.
10. Assist in training CPSB personnel on all completed projects.
11. Expedite final project close out and approval for final Consultants' payments and assist in all post construction dispute resolution as necessary.
12. Assist in coordinating furnishings, fixtures and equipment acquisitions and installation as requested by CPSB. The individual(s) responsible for this activity must be cognizant of Louisiana state procurement regulations.
13. Responsible for assisting CPSB in the establishing a preventive maintenance program for each completed project as requested.
14. Manage the one-year post construction warranty period on behalf of CPSB, to include Architect and General Consultant.
15. Provide construction project cost and schedule reporting to CPSB on a monthly basis.
16. Develop and update as necessary a construction inspection manual to provide guidelines for field inspection services consistent with national industry standards.

5. FIELD INSPECTION SERVICES

The Consultant shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget and quality contractual requirements including but not limited to the following:

1. Ensure that all contract drawings, terms and conditions are adhered to during the construction phase.
2. Process Consultant's payments and verify accuracy of paid quantities.
3. Monitor the Consultant's adherence to the safety plan and ensure that the Consultants are providing adequate site security.
4. Document Non-Conformance Reports (NCR) in case of non-conformance and monitor corrective actions.
5. Verify that all addendums have been incorporated into the final plan set prior to start of construction.
6. Ensure that work by other CPSB departments is coordinated with the on-site construction Consultants.
7. Manage and facilitate the implementation of all commissioning processes and guidelines through-out the project duration.
8. Coordinate the building turn over process with the owner and Consultants.

STATE OF LOUISIANA

:

:

**PERMANENT RIGHT OF WAY/
SERVITUDE**

PARISH OF CALCASIEU

:

KNOW ALL MEN BY THESE PRESENTS THAT:

CALCASIEU PARISH SCHOOL BOARD (Tax ID XX-XXX0235), with a mailing address of 3310 Broad Street, Lake Charles, Louisiana 70615, herein represented by Annette Ballard, as President, which warrants that it owns a 100% fee interest in the property, subject to any and all valid existing rights of way, servitudes, surface leases, mineral leases, etc., if any, in favor of other parties, which are of record as of the date hereof or which are apparent from a careful inspection of the land, hereinafter referred to as "GRANTOR",

for the public good and mutual benefit of the parties, the sufficiency of the consideration being acknowledged by the parties herein, GRANTOR does hereby donate, grant, bargain transfer, assign, convey and warrant unto THE CITY OF LAKE CHARLES, LOUISIANA, a Political Subdivision of the State of Louisiana, herein referred to as "GRANTEE", its successors and assigns, an exclusive and permanent right of way and servitude, under and across the herein described tract, to enter upon and thereon to construct, operate, access and maintain pipelines for water, sewer and/or utilities of any kind, and for any other uses incidental to same, together with all rights of ingress and egress to and from said works for the purposes authorized herein, and a temporary construction servitude lying adjacent to and adjoining the proposed servitude for the purposes authorized herein. GRANTEE shall bury all pipelines within the right of way/servitude area.

Said permanent right of way/servitude and temporary construction servitude are more particularly described on Exhibit "A" as Parcel 1-1-U-1 and 1-1-C-1, respectively, and on the accompanying plat of survey dated November 1, 2021 prepared by D.W. Jessen, Jr., PLS, as Exhibit "B" attached hereto and made a part hereof.

Said right of way/servitude is made and accepted for and in consideration of the price and sum of SEVENTEEN THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS AND NO/100THS (\$17,664.00) DOLLARS, cash, which the said GRANTEE has well and truly paid, in ready and current money, to the said GRANTOR, who hereby acknowledges receipt thereof and grants full acquittance and discharge therefor.

GRANTEE shall have unobstructed right-of-access, together with all rights of ingress and egress, during the initial construction period in which to install, construct, inspect and operate the storm water pipeline. The temporary construction servitude shall expire upon the completion of the initial construction. Upon the completion of any construction or maintenance, for and in consideration of damage payments herein remitted and received, the receipt and sufficiency of which is acknowledged, GRANTEE shall restore the servitude area and any improvements theretofore existing, to its original condition as much as practicable, as they were prior to GRANTEE's work.

GRANTOR agrees that GRANTOR will not place, build or construct any improvements of any kind over, under or upon the above referenced permanent right of way and servitude area. This servitude is an exclusive servitude in favor of GRANTEE, subject to existing title matters. It is understood that said permanent servitude shall never be fenced by GRANTEE.

Notwithstanding the foregoing, it is distinctly understood that this instrument shall not be construed as a conveyance of ownership to any part of the land covered hereby, and grants only the servitude as herein provided, and understood and agreed that this grant is made without any warranty of title, either express or implied, such warranties being expressly excluded. This grant does not convey any interest in any oil, gas or other minerals in, on or under the above described servitude area and is subject to all rights existing in GRANTOR or any third party. This servitude grant is made and accepted subject to any and all valid existing rights of way, servitudes, surface leases, mineral leases, etc., if any, in favor of other parties, which are of record as of the date hereof or which are apparent from a careful inspection of the land.

GRANTORS warrant that they have the right and authority to grant this right of way and servitude and agree to indemnify, defend and hold harmless the City of Lake Charles for any liability based upon GRANTOR's breach of this warranty.

GRANTEE shall pay to GRANTOR all damages which may be caused to GRANTOR's property not authorized by this grant, except and excluding all those damages assumed by GRANTOR as part of the related consideration paid herein.

GRANTEE agrees to indemnify, defend and hold GRANTOR, its owners, members, employees, agents and guests, harmless from and against all liability, costs and expenses, including attorney's fees, for injury to (including death of) persons or damage to property of GRANTOR or third persons arising out of the negligence or intentional misconduct of GRANTEE in the exercise of the rights granted hereunder.

This agreement is in the nature of a covenant running with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

GRANTEE may assign its rights in whole or in part without the consent of GRANTOR.

Whenever the word "GRANTOR" is used in this act, it shall be construed to include "GRANTORS".

This instrument may be executed in any number of counterparts, each of which shall be deemed an original binding on the party or parties so signing. All counterparts, construed together, shall constitute one instrument, and the entire instrument with the signed counterpart signature pages substituted in a single document shall constitute the complete document binding on all who have signed.

SIGNATURES TO FOLLOW

Parcel 1-1-U-1**Permanent Utility Servitude**

Owner: Calcasieu Parish School Board (F.K. White Middle School)

A 15-foot permanent utility servitude located in the Northeast Quarter of the Southwest Quarter of Section 20, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, being more particularly described as follows:

The East 15 feet of the North 219.5 feet of the property acquired by the Calcasieu Parish School Board, as per Conveyance Book 647, at page 356 of the records of Calcasieu Parish, Louisiana, less and except the North 35 feet sold to the Louisiana Department of Transportation as part of parcel 2-8 under Louisiana State Project No. 810-30-02.

Containing 2,768 square feet, more or less.

Parcel 1-1-C-1**Temporary Construction Servitude**

Owner: Calcasieu Parish School Board (F.K. White Middle School)

A temporary construction servitude with varying widths located in the Northeast Quarter of the Southwest Quarter of Section 20, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, being more particularly described as follows:

The East 40 feet of the North 384.5 feet of the property acquired by the Calcasieu Parish School Board, as per Conveyance Book 647, at page 356 of the records of Calcasieu Parish, Louisiana, less and except the East 15 feet of the North 219.5 feet and that portion sold to the Louisiana Department of Transportation as part of parcel 2-8 under Louisiana State Project No. 810-30-02.

Containing 11,254 square feet, more or less.



Item 11. A.

February 22, 2021

PROJECT: Starks School Repairs

PROJECT NO: HL-051-01

LOCATION: 137 HWY 109 South, Starks, LA 70661

DESIGN PROFESSIONAL: Tim Brandon Architecture

Mr. Jeff Oeltjen,

Having called Group Contractors, LLC and confirmed they are willing to enter into the Contract, Tim Brandon Architecture recommends that the low bid in the amount of \$826,000.00 (Eight Hundred twenty six thousand dollars) be accepted and the Contract be awarded to Group Contractors, Inc..

Sincerely,

Hannah Terrell

Project Manager

TBASTUDIO.COM



103 Cypress Street
West Monroe, LA 71291
D. 340.1550

TIM BRANDON
ARCHITECT
www.tbastudio.com



BID TABULATION FORM

Project Name: Starks School Repairs **Project Number:** HL-051-01

Project Location: 137 Hwy 109 South, Starks, LA 70661 **Date:** 1/13/2022

Bidder	License #	Bid Bond	Addenda		Base Bid
			1		
Group Construction	31838	x	x		\$826,000.00
Dinamic Group	64705	x	x		\$914,245.57
Dunhill Development & Construction	70658	x	x		\$978,000.00



January 19, 2022

RE: Bid Recommendation

**PROJECT: Iowa Middle School—Hurricane Laura Repairs
HL-126-01**

The apparent low bid from Ryder & Ryder, L.T.D. failed to meet the requirements set forth in the bidding documents and State Bid Law R.S. 38:2212(B)(2). The bid form was incomplete and therefore nonresponsive. (*Reference AG Op. No. 15-0052*)

As Project Architect, I recommend the lowest responsible and responsive Base Bid of **three hundred forty-three thousand one hundred ninety-one dollars and eighty-seven cents (\$343,191.87)** from Dynamic Group, LLC be accepted.

Call me if you have any questions.

Respectfully Submitted,

D. Ravelle Reed II, AIA Architect

BID TAB

Jessica Wajiloski - USKs

Project: Iowa Middle School -Hurricane repairs	Project No.: HL-126-01
Date: January 13, 2021	Time: 10:00 am
Estimated Budget: \$ 361,568	
@ 10:14 AM	

Addendums Issued: (1) 12/17/21 (2) 1/7/22

BIDDERS	Bid Bond	Acknowledge Addendum #1 & 2	BASE BID
Chart Construction, LLC Lic.# 70258			
Dynamic Group, LLC Lic.#: 64705	✓	✓	\$343,191.87
Perc Development, LLC Lic.#: 57361			
Roofing Solutions, LLC Lic.#: 44196			
DUNHILL DEV. Lic.#: 70658	✓	✓	\$ 500,000
LAKE AREA ELECTRIC Lic.#: 43539	✓	✓	\$ 451,000
RYDER + RYDER LTD. Lic.#: 43144	✓	✓	\$341,500 (LOW BIDDER)
Lic.#:			
Lic.#:			

January 5, 2022

Ms. Jessica Wasiloski, Project Manager
CSRS, Inc.

RE: **BID RECOMMENDATION**
ROOFING REPLACEMENT/REPAIRS & ROOFTOP MECHANICAL REPAIRS
HL-058-02, WASHINGTON-MARION HIGH
Calcasieu Parish School Board, Hurricane Laura Repairs

Ms. Wasiloski:

The Calcasieu Parish School Board received bids for the above referenced project on January 4, 2022, and have reviewed same.

Our office is recommending acceptance of the bid as submitted by Daughdrill General Contracting & Roofing Co., Inc. for **\$641,962.00**.

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

Sincerely,



Scott Manino, EI
Moss Architects, Inc.

BID TAB

Project: Washington Marion High School - Roofing Replacement			Project No.: HL-058-02
Date: January 4, 2021	Time: 11:00 am	Estimated Budget: \$ 955,269.35	

Addendums Issued: (1) 12/13/21

BIDDERS	Bid Bond	Acknowledge Addendum #1	BASE BID
Arrighi Construction, LLC Lic.# 39594 <i>No Bid</i>			
Broussard Brothers, Inc. Lic.#: 8723 <i>No Bid</i>			
Dunhill Development & Construction, LLC Lic.#: 70658	✓	✓	<i>1,355,000.00</i>
Ground Zero Roofing & Construction Co, LLC Lic.#: 72731 <i>No Bid</i>			
Pat Williams Construction, LLC Lic.#: 21023 <i>No Bid</i>			
Reroof America Contractors LA, Inc. Lic.#: 58430 <i>No Bid</i>			
Roofing Solutions, LLC Lic.#: 44196 <i>No Bid</i>			
Rycars Construction, LLC Lic.#: 39349	✓	✓	<i>931,840.00</i>
Ryder & Ryder LTD Lic #: 43144 <i>No Bid</i>			
Valor Roofing & Construction Lic #: 71212 <i>No Bid</i>			

Scott Marino
Moss Arch

BID TAB[illegible]

January 27, 2022

Ms. Jessica Wasiloski, Project Manager
CSRS, Inc.

RE: **BID RECOMMENDATION**

**HL-010-01 -College Oaks Elementary – Hurricane Laura Repairs
Calcasieu Parish School Board**

Ms. Wasiloski:

The Calcasieu Parish School Board received bids for the above referenced project on January 27, 2022 and we have reviewed same.

Our office hereby recommends the acceptance of the **Base Bid** and **Alternate Bid No.1** as submitted by Pat Williams Construction, LLC (License #:21023) for **\$826,000.00** and **\$80,000.00** respectively.

Pat Williams Construction 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
Moss Architects, Inc.

BID TAB

Project: College Oaks Elementary -- Hurricane Repairs

Project No.: HL-010-01

Date: January 27, 2021

Time: 10:00 am

Estimated Budget: \$ 900,000.00

2/10/18 AM


Addendums Issued: (1) 12/16/21 (2) 1/3/22 (3) 1/7/22 (4) 1/21/22

BIDDERS	Bid Bond	Acknowledge Addendum #1, 2, 3, & 4	BASE BID	Alternate No. 1
Arrighi Construction, LLC Lic. # 39594 ✓	✓	✓	\$ 954,000	\$ 65,000
Alfred Palma, LLC Lic. #: 21546 ✓	✓	✓	\$ 949,900	\$ 102,900
Daghdhrill General Contracting & Roofing Co. Inc. Lic. #: 81538				
Dunhill Development & Construction Co. Lic. #: 80658 ✓	✓	✓	\$ 1,097,000	\$ 70,875
Miller & Associates Development CO, Inc. Lic. #: 30215				
Morcore Roofing, LLC Lic. #: 56879				
Pat Williams Construction, LLC Lic. #: 21023 ✓	✓	✓	\$ 826,000	\$ 80,000
Roofing Solutions, LLC Lic. #: 44196				
Ryder & Ryder LTD Lic. #: 43144 ✓	✓	✓	\$ 864,000	\$ NOT PROVIDED

BID TAB

Project: College Oaks Elementary - Hurricane Repairs	Project No.: HL-010-01
Date: January 27, 2021	Time: 10:00 am
Estimated Budget: \$ 900,000.00	

Addendums Issued: (1) 12/16/21 (2) 1/3/22 (3) 1/7/22 (4) 1/21/22

BIDDERS	Bid Bond	Acknowledge Addendum #1, 2, 3, & 4	BASE BID	Alternate No. 1
Arrighi Construction, LLC Lic.# 39594	✓	✓	954,000	65,000
Alfred Palma, LLC Lic.#: 21546	✓	✓	949,900	102,900
Daughdrill General Contracting & Roofing Co. Inc. Lic.#: 81538	✓	✓	1,097,000	70,875
Dunhill Development & Construction Co. Lic. #: 80658				
Miller & Associates Development CO. Inc. Lic.#: 30215				
Morcore Roofing, LLC Lic.#: 56879				
Pat Williams Construction, LLC Lic. #: 21023	✓	✓	826,000	80,000
Roofing Solutions, LLC Lic.#: 44196				
Ryder & Ryder LTD Lic.#: 43144	✓	✓	864,000	N/A
				

Item 3.B.

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish Special Called School Board Meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, February 22, 2022, at 5:00 p.m.

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

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, Fred Hardy, Bliss Bujard, Aaron Natali, and Eric Tarver. Mr. Young arrived after the roll was called.

Attorney Cade Cole Presentation

A. Public Hearing on Proposed Redistricting Plan and Introduction of Resolution Concerning the Reapportionment and Redistricting of the Calcasieu Parish School Board

As second in a series of required public meetings, Attorney Cade Cole presented the proposed redistricting maps for the Calcasieu Parish School Board election districts, including original Option A and a new Option B, based on the 2020 census results. The maps are posted on the CPSB website. The current and proposed maps are available at the end of this document and at [Minutes/www.cpsb.org](https://www.cpsb.org).

Mrs. Ballard asked if there was any public comment; there was none.

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.

Section 6.

Any actions, Resolutions, or parts thereof, held to be in conflict with this Resolution are hereby repealed commencing with its effective date.

The plan will be an exhibit to the resolution introduced on a motion by Mr. Dellafosse and a second by Mr. Duhon and passed by unanimous vote

On March 15, 2022, the Board will vote to decide which map to accept and add to the resolution. On April 12, 2022, the plan will be presented for final adoption.

EXECUTIVE SESSION

A. Discussion regarding financial and security/cybersecurity plans and procedures (Information only, no action to follow)

On a motion by Mr. Breaux and a second by Mr. Dellafosse, the Board adjourned into

Executive Session at 5:11 p.m. on a unanimous vote. The Board returned to Regular Session at 5:48 p.m. on the same motions.

SCHEDULE COMMITTEES

March 8, 2022.....5:00 p.m./Employee Benefits Committee
March 29, 2022.....5:00 p.m./Budget Committee

ADJOURN MEETING

On a motion to adjourn by Mr. Hardesty and a second by Mr. Roberts, the meeting was adjourned at 5:54 p.m. on a unanimous vote.

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.

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

PASSED, ADOPTED AND APPROVED at Lake Charles, Louisiana on the ____ day of _____, 2021.

ANNETTE BALLARD, President
Calcasieu Parish School Board

ATTEST:

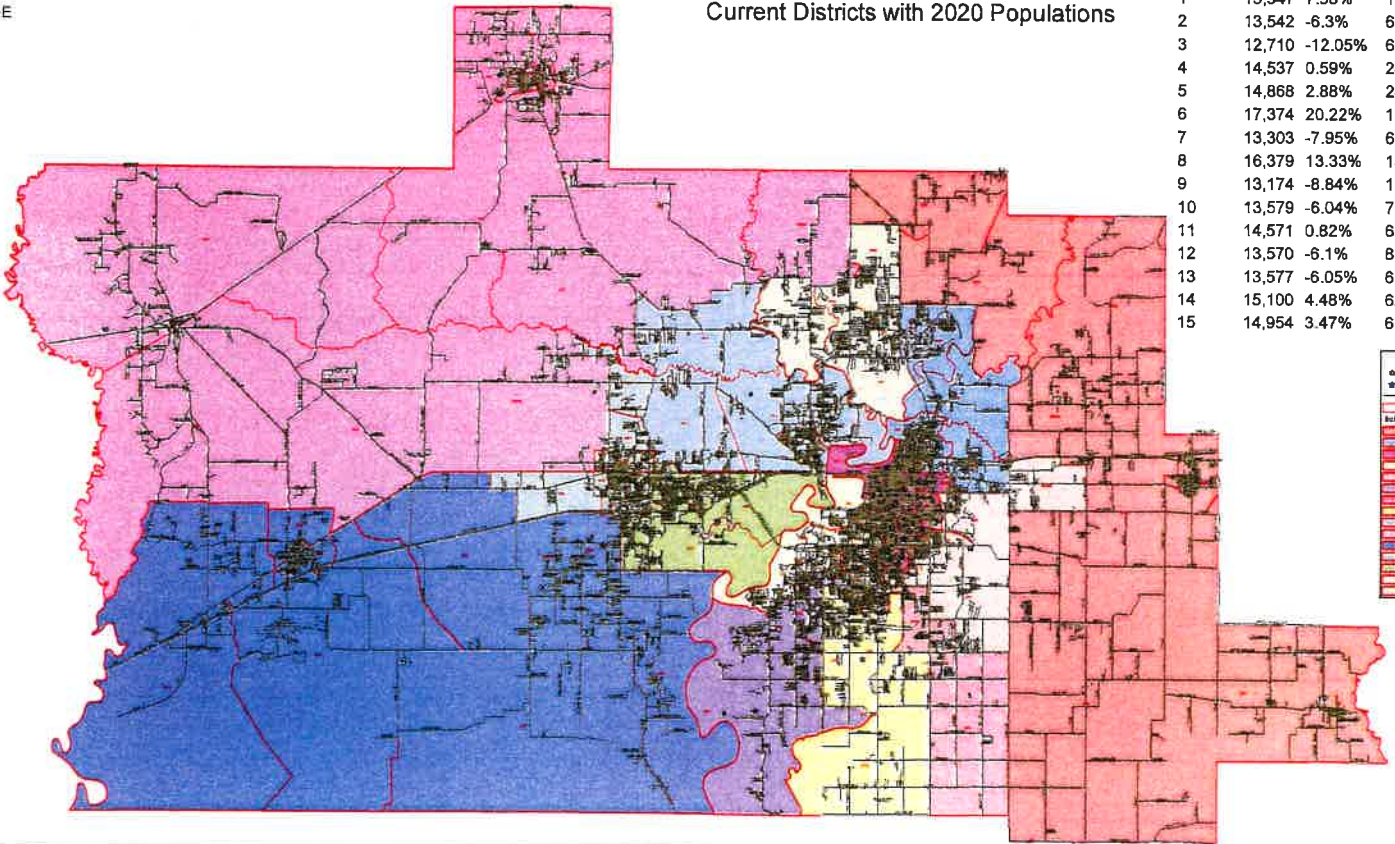
KARL BRUCCHAUS, Secretary
Calcasieu Parish School Board

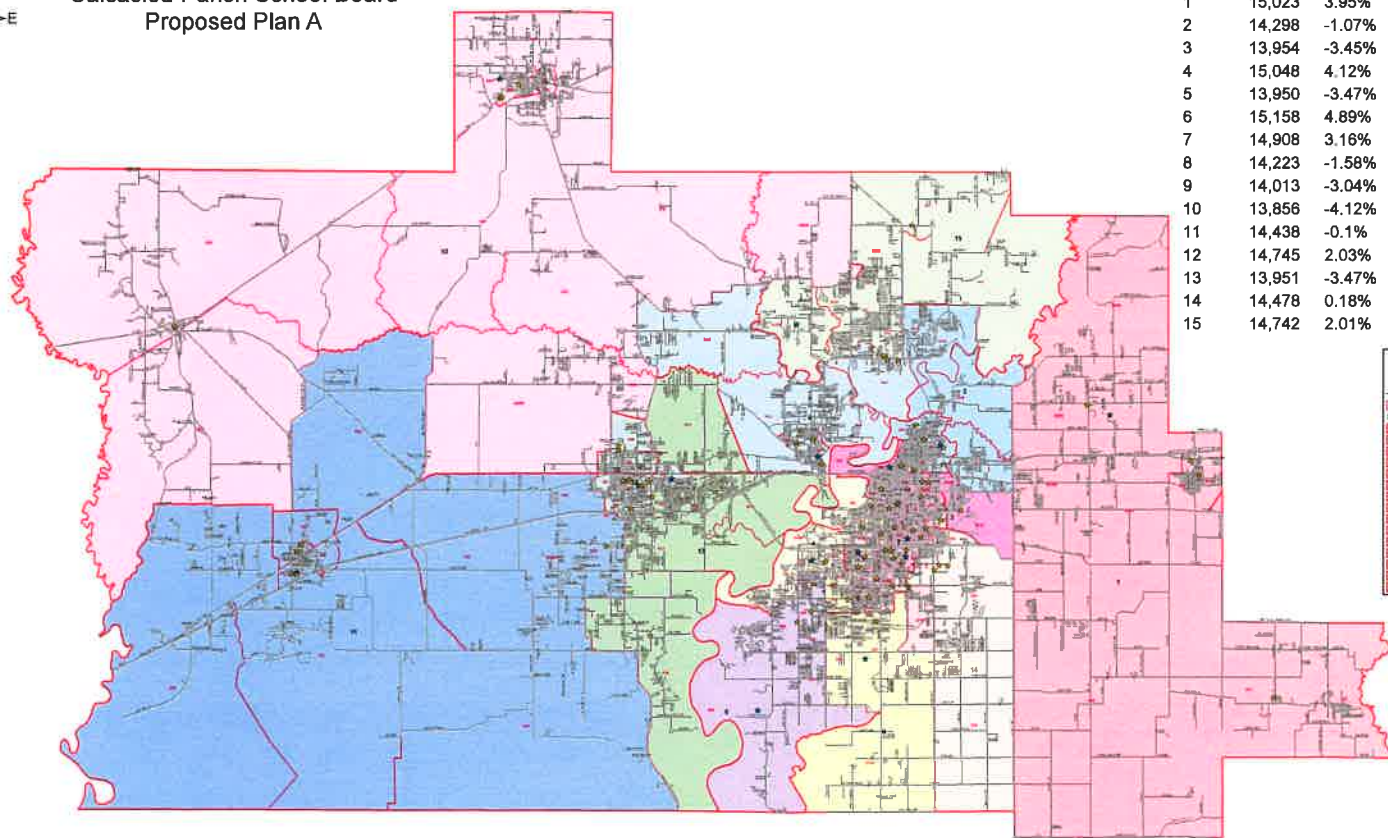
Current



Calcasieu Parish School Board
Current Districts with 2020 Populations

District	Total	Deviation	Black %
1	15,547	7.58%	15.26%
2	13,542	-6.3%	60.14%
3	12,710	-12.05%	63.82%
4	14,537	0.59%	24.73%
5	14,868	2.88%	24.28%
6	17,374	20.22%	11.26%
7	13,303	-7.95%	65.29%
8	16,379	13.33%	15.98%
9	13,174	-8.84%	11.48%
10	13,579	-6.04%	7.89%
11	14,571	0.82%	6.51%
12	13,570	-6.1%	8.89%
13	13,577	-6.05%	6.76%
14	15,100	4.48%	62.75%
15	14,954	3.47%	6.93%



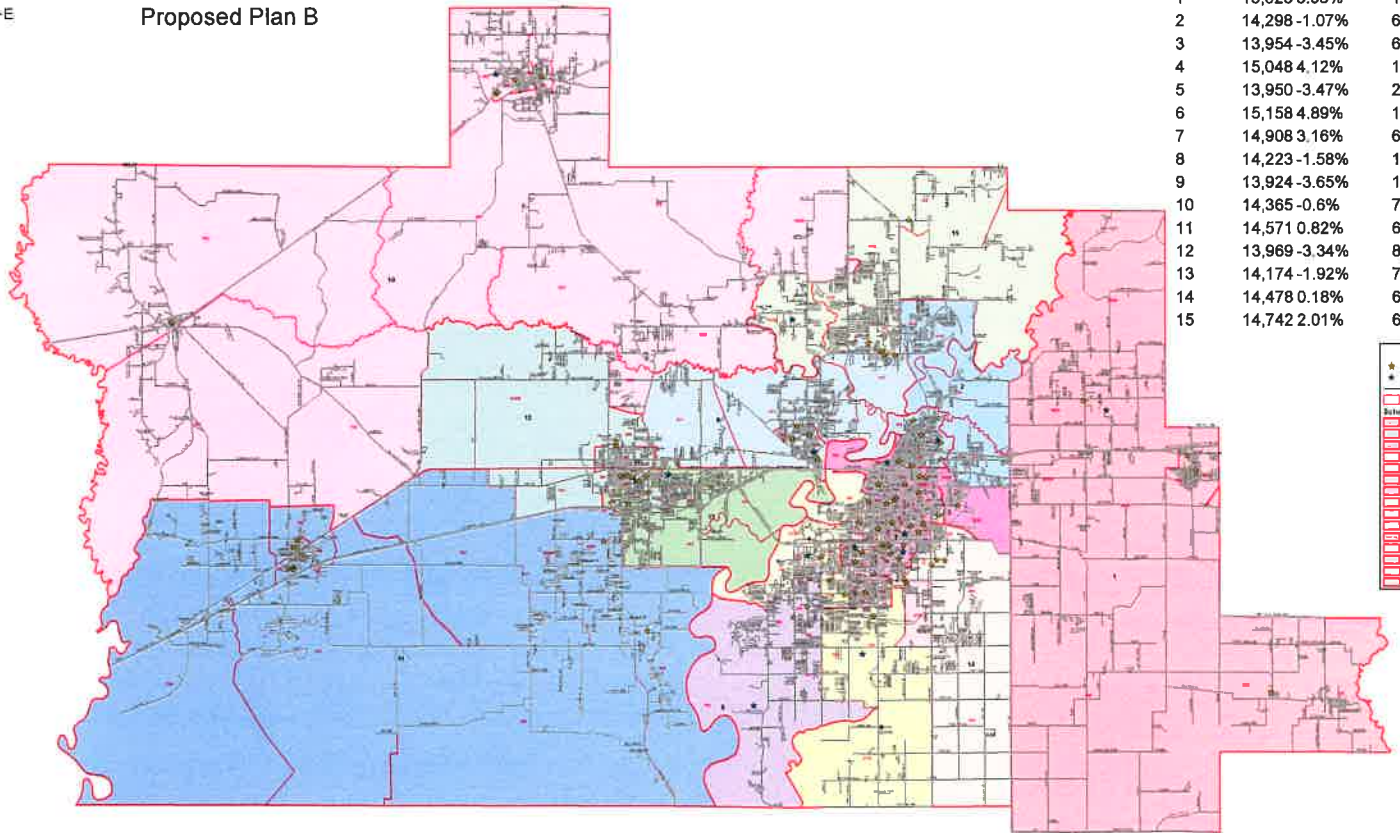


District	Total	Deviation	Black %
1	15,023	3.95%	18.99%
2	14,298	-1.07%	61.83%
3	13,954	-3.45%	61.3%
4	15,048	4.12%	19.66%
5	13,950	-3.47%	24.57%
6	15,158	4.89%	10.64%
7	14,908	3.16%	60.59%
8	14,223	-1.58%	16.6%
9	14,013	-3.04%	10.4%
10	13,856	-4.12%	7.81%
11	14,438	-0.1%	6.62%
12	14,745	2.03%	8.84%
13	13,951	-3.47%	7.32%
14	14,478	0.18%	60.86%
15	14,742	2.01%	6.72%





Calcasieu Parish School Board
Proposed Plan B



District	Total	Deviation%	Black%
1	15,023	3.95%	18.99%
2	14,298	-1.07%	61.83%
3	13,954	-3.45%	61.3%
4	15,048	4.12%	19.66%
5	13,950	-3.47%	24.57%
6	15,158	4.89%	10.64%
7	14,908	3.16%	60.59%
8	14,223	-1.58%	16.6%
9	13,924	-3.65%	11.38%
10	14,365	-0.6%	7.96%
11	14,571	0.82%	6.51%
12	13,969	-3.34%	8.15%
13	14,174	-1.92%	7.1%
14	14,478	0.18%	60.86%
15	14,742	2.01%	6.72%



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 Statutes 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

Bonds; and

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 Definitions. 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 Statutes 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. Interpretation. 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. Authorization of Bonds. (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. Authorization and Designation. 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. Denominations, Dates, Maturities and Interest. 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-1 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 (July 15)	MATURITY AMOUNT	INTEREST 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) notwithstanding 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. Preparation of Definitive Bonds, Temporary Bonds. 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. Cancellation of Bonds. 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. Execution. 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. Deposit of Funds With Paying Agent. 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. District Obligated to Collect Tax. 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. Payment of Bonds. 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. Indemnity Bonds. 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. District to Maintain Books and Records. 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. Pledged Tax Revenues Not Encumbered. 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.

ARTICLE VII

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. Issuance of Parity Bonds. 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. Notice to Insurer of Events of Default. 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.

ARTICLE X

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. Defeasance. (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. Moneys Held for Particular Bonds. 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. Successors and Assigns. 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. Subrogation. 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. Bank Qualification. 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. Publication of Bond Resolution. 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. Recordation. 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. Preamble. 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. Insurer Provisions. Notice and Other Information to be given to BAM. 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. Sale of Bonds. 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. Executive Officers Determine Bond Terms. 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. Call for Redemption. 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. Notice of Redemption. 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. Current Refunding Fund. 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. Continuing Disclosure. 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 15th 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

<u>MATURITY</u> <u>DATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP</u> <u>NO.</u>
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.

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 a nominee of DTC to any successor securities depository or any nominee thereof.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CALCASIEU

REGISTERED

REGISTERED

NO. R- _____

\$ _____

**GENERAL OBLIGATION REFUNDING BOND
OF SCHOOL DISTRICT NO. 21 OF
CALCASIEU PARISH, LOUISIANA
SERIES 2022**

DATED DATE
_____, 2022

INTEREST RATE:

MATURITY DATE:
July 15, ____

CUSIP:
128488

School District No. 21 of Calcasieu Parish, Louisiana (herein called the "Issuer"), for value received, hereby acknowledges itself indebted and promises to pay to:

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]
KARL BRUCHHAUS. SECRETARY

/s/ [facsimile]
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 Statutes of 1950, as amended (La. R.S. 39:501 *et seq.*), and Sections 505 and 531 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 RECEIVED, _____, the undersigned, hereby
sells, _____ assigns _____ and _____ transfers _____ unto
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

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 Statutes 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, upon presentation and surrender of said bonds 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

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

<u>MATURITY</u> <u>DATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP</u> <u>NO.</u>
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.

ITEM 3.E.

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 OF 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.

SECTION 11. 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

MINUTES
CURRICULUM & INSTRUCTION COMMITTEE MEETING
February 22, 2022

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.

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.

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.

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.

Dr. Shannon LaFargue, Secretary



Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

Karl Bruchhaus, Superintendent

2022-23 District Calendar

Reporting Days

Students' First Day.....8/12

Students' Last Day 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-Service8/5,10,11

School/system In-service.....8/9

Labor Day9/5

Fall Break.....10/10-10/11

Teacher In-service 10/17

Election Day11/8

Veterans Day 11/11

Thanksgiving 11/21-25

Christmas 12/21-1/2

Teacher In-service.....1/3

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

1st10/17

2nd 1/9

3rd 3/16

4th 5/24

State Testing**

LEAP ELA/Math/Sci. (3-8) TBA

EOC Fall CBT..... TBA

EOC Spring CBT TBA

ACT PBT TBA

LEAP Connect/LAA TBA

Calendar Code



Students' First Day/Last Day



Last Day for Students—half day



School Holiday



System-wide In-service



Teacher In-service home



Nine Weeks Period Ends



Time Change



System/School In-Service Day

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Item: 8.B.

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
- CPSB voted not to purchase this insurance for 2020-2021 and produced a net savings of \$450,000
- 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:

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

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

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.

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

Skylar Dever Fontenot
Secretary

February 1, 2022

To:	Karl Bruchhaus, Superintendent Billy Breaux, School Board President
From:	Michelle L. Joubert, Early Childhood Director
Subject:	Approval of grant award

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.

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.

Annette Ballard, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

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.

Annette Ballard, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

ITEM # 9.E.

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)

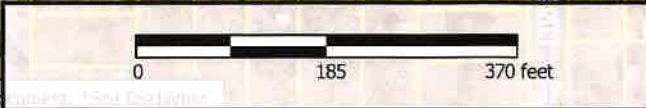


City Parks


Parks


Parcels


Parcel Subregions (PINs)




Memorandum

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.



REAL PARTNERSHIPS | REAL VALUE | REAL SOLUTIONS

PREMIER'S K-12 FOODSERVICE AND DISTRIBUTION PROGRAM

3 STEPS TO GET STARTED

1 Register with OMNIA Partners

If already registered with OMNIA Partners, proceed to Step 2. To become a participating agency with OMNIA Partners, visit www.omniapartners.com/publicsector and Select REGISTER.

2 Enroll with Premier Food Service

Complete the Premier Food Service online enrollment form. Review and agree to the terms and conditions to access the program and start saving. A Premier representative will walk through the setup process after enrollment.

3 Start Saving Today

Access Premier's comprehensive pricing portfolio of 350+ national, regional and local food service Contracted Manufacturer Agreements (CMAs) including our national distribution agreement with our long-term business partner, US Foods.

Members who maximize their utilization of the Premier CMA realize generous cost savings, year after year.

Today, many School Food Authorities (SFAs) are challenged with tighter budgets, limited resources and high expectations from customers. SFAs are tasked to save dollars, drive competitive bid processes and manage supplier relationships. To assist SFAs manage these challenges, Premier has built the K-12 Food Service and Distribution Program.

Gain immediate access and drive efficiencies with Premier's comprehensive portfolio of Contracted Manufacturer Agreements (CMAs) delivered in partnership with our broad line distributor, US Foods. This competitively-solicited national food service distribution and products contract by lead Public Agency, Frederick County Public Schools, MD is specifically built for K-12.

Premier offers more than 350 active Contracted Manufacturer Agreements (CMAs) that provide discounted savings on more than 100,000 food and nonfood products and a guaranteed and firm fee-per-case pricing structure.

In addition to the most comprehensive contract portfolio in the industry, OMNIA Partners participants will have access to Premier's exclusive K-12 solutions, tools and resources assisting operators to maximize their operational savings and efficiencies.

No fee to join. Purchase the items you need using pre-negotiated, contracted pricing. Get Started Today!

We are redefining K-12. Let us help you.

5 REASONS

TO UTILIZE PREMIER'S K-12 FOODSERVICE DISTRIBUTION AND PRODUCTS CONTRACT:

1 Discounted pricing

Lower pricing that provides immediate savings on your foodservice expenditures and guaranteed distribution with a **firm fee-per-case pricing structure**.

2 Competitive procurement; price protections and predictability; and labor and operational efficiencies

Leverage Premier's collective purchasing power and **open, fair and competitive contracting process** to positively influence product cost, quality, labor, revenue and other priorities of your management and operations staff in lieu of managing a line-item bid process.

3 Savings and solutions beyond a contracted price and portfolio

Access to Premier's exclusive K-12 foodservice resources and professional support, including standardized menu planning, recipes, nutrition education, culinary training and food allergy management.

4 Customized program to meet your operational needs

Access to a comprehensive portfolio with more than 350 competitively bid national, regional and local foodservice contracts consisting of 95+ product categories and more than 100,000 contracted products (food and non-food).

5 Transparency

Receive full transparency of cost (credits, rebates and discounts) on all products and services purchased through the program.

Premier

Premier Inc. is a leading supply chain management group focused on cost management, savings and operational efficiencies. Leveraging more than \$41 Billion in combined annual purchasing power on behalf of the Premier membership, Premier is dedicated to helping our members improve operational performance by gaining advantages of scale for purposes such as group purchasing of suppliers and services.

OMNIA Partners

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

OMNIA
PARTNERS



TO GET STARTED OR FOR ADDITIONAL INFORMATION:

Contact us at 877.861.3312 or omniapartners@premierinc.com



VALUE-INNOVATION-EXECUTION

13034 Ballantyne Corporate Place Charlotte, NC 28277 444 N Capitol Street NW, Suite 625 Washington, DC 20001-1511

T 704 357 0022

T 202 393 0860

Items 10. A.-D.

TO: WILFRED BOURNE
PEGGY CARLILE
ROBERT BARRENTINE
DENNIS BENT

FROM: TONY MOTAMEDI, Purchasing Supervisor

RE: BIDS for March 2022

PERMISSION TO ADVERTISE:
NONE

BID REPORTS:

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

BID # 2023-07 – COPY PAPER; Request for Bids were sent to the Following Vendors:

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 AWARDDING TO THE LOWEST RESPONSIBLE BIDDER; LIBERTY PAPER

Note-Finance

-Funds provided by 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 AWARDDING LINE BY LINE TO THE LOWEST RESPONSIBLE BIDDERS; HOME DEPOT, GENESIS II, PYRAMID SCHOOL PRODUCT

BID # 2022-11 – USED 2017 TRANSIT REAR ENGINE 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 AWARDDING TO THE LOWEST RESPONSIBLE BIDDER ROSS BUS & EQUIPMENT SALES

RMG

RANDY M. GOODLOE, AIA. APAC

March 3, 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: 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 OPENING: 3/3/22

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



RMG

RANDY M. GOODLOE, AIA, APAC

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 OPENING: 2/15/22

BIDDER	LICENSE NUMBER	BID FORM	BID BOND	ADDENDUMS						
				1	2					BASE BID
Dunhill Development	70858	x	x	x	x	WITHDRAWN				\$2,197,000.00
Dynamic Group, LLC	64706	x	x	x	x					\$3,365,536.05
Cotton Commercial	42741	x	x	x	x					\$4,522,007.12

WITNESS: _____

WITNESS: _____



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,

A handwritten signature in black ink, appearing to read 'A. Polatsek', is written over a horizontal line.

Aaron Polatsek – Principal
Dunhill Development and Construction
4801 Woodway Drive, Suite 425W
Houston, TX 77056
aaron@dunhilldevelopment.com c-832.725.9625

STATE OF TEXAS

COUNTY OF Harris

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 Exhibit A in globo 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).



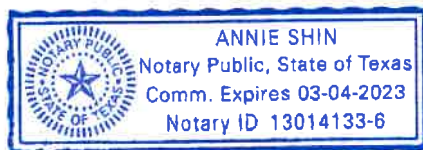
Aaron Polatsek
Dunhill Development and Construction, LLC

Sworn to and subscribed before me
this 18th day of February, 2022.



Notary Signature
Notary Name: Annie Shin
Commission Number: 13014133-6
My Commission Expires: 03-04-2023

(Seal)





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,

A handwritten signature in cursive script that reads 'Richard A. Steen'.

Richard A. Steen, AIA, Architect
Moss Architects, Inc.

Jessica Nagiloski - CSRS

BID TAB

Project: Maplewood Elementary & Middle School - Exterior Repairs		Project No.: HL-036-03
Date: February 22, 2022	Time: 9:00 am	Estimated Budget: \$ 450,750.00

Addendums Issued: (1) 2/11/22 (2) 2/11/22

BIDDERS	Bid Bond	Acknowledge Addendum #1 & 2	BASE BID
Dynamic Group, LLC Lic.# 64705 ✓	✓	✓	\$530,104.11
Garden City Construction Co. Inc. Lic.#: 28727 ✓	✓	✓	\$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 ✓	✓	✓	\$386,534
Pat Williams Construction, LLC Lic.#: 21023			
Cotton Commercial Lic.#: 42741	✓	✓	\$423,887.74
DELTA SPECIALTY CONTRACTORS Lic.#: 51227	✓	✓	\$307,000

BID TAB

Project: Maplewood Elementary & Middle School – Exterior Repairs		Project No.: HL-036-03
Date: February 22, 2022	Time: 9:00 am	Estimated Budget: \$ 450,750.00

Addendums Issued: (1) 2/11/22 (2) 2/11/22

BIDDERS	Bid Bond	Acknowledge Addendum #1 & 2	BASE BID
Dynamic Group, LLC Lic.# 64705	✓	✓	530,104. ¹¹
Garden City Construction Co. Inc. Lic.#: 28727	✓	✓	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	✓	✓	386,534
Pat Williams Construction, LLC Lic.#: 21023			
COTTON COMMERCIAL Lic.#: 42741	✓	✓	423,887. ⁷⁴
DELTA SPECIALTY Lic.#: 51227	✓	✓	307,000. ⁰⁰

Richard S. Moss

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Sam Houston High School Courtyard Improvements, Walkways & Canopies

Funds: Sales Tax District 3 Funds

Designer: Champeaux Evans Hotard , APAC

Advertise: to be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Bruchhaus, Heath, Grigg

RECOMMENDATION OF ACCEPTANCE

Dated: **March 1, 2022**

Project No.: **Calcasieu Parish School Board - Project No. 2022-01PC
Champeaux Evans Hotard - Project No. 2103**

Project Name: **Sam Houston High School-
Baseball & Softball Turf Improvements
for the Calcasieu Parish School Board**

Architect: **Champeaux Evans Hotard, APAC
702 Dr. Michael DeBakey Drive
Lake Charles, LA 70601**

Contractor: **Athletic Turf Solutions
1711 US 90
Jennings, LA 70546**

Owner: **Calcasieu Parish School Board
c/o Planning & Construction Department
3800 Mallard Cove Drive
Lake Charles, LA 70615**

I hereby certify that, to the best of my knowledge and belief, this project is complete or substantially complete, in accordance with the plans and specifications to a point that it can be used for the purpose intended, and I hereby recommend that this project be accepted.

Date of Acceptance by Architect: **March 1, 2022**

Contract Date of Completion: **January 9th, 2022**


Number of Days **Overrun 51 days**

Liquidated Damages Per Day Stipulated in Contract: **\$200.00**

Value of Punch List (Itemized List Attached): **\$15,500.00**

Was Part of the Project Occupied Prior To Acceptance: **No**

Portion Occupied: **Not Applicable** (Attach Beneficial Occupancy Forms)

Accepted:  5/1/22
Champeaux Evans Hotard, APAC

For Use By Owner:

I concur in the Acceptance of this project: _____

Calcasieu Parish School Board

Turf Project Punch List

3/1/2022

Hotard, Shannon, Chad, Beth, ATS, Shaw

Softball Field Punch

Home plate too high. \$100
Fence at left field damaged during construction. Fix. \$1,000
Too much black rubber up against dugouts. \$100
Piles of dirt beyond right field. Grade this area. \$100
Remove form boards beyond right field. \$100
Roll sod at right field near outfield fence. \$100
Mix fill at right field foul line. \$100
Remove mud from turf right beyond first base down line. \$100
Mix fill at shortstop transition to outfield. \$100
Mix and level fill at left field line. \$100
Level black rubber at back fence in left field. \$100
Grade all areas outside left field fence. \$500
Sweep husk chunks from field. \$100
Pick up all turf debris except those required for attic stock. \$100
Relocate attic stock infill to baseball storage. \$500
Relocate attic stock of turf to baseball storage. \$500
Remove concrete from fence down left field line. \$500
One sprinkler section is not operating. \$1,000
Some sprinkler heads not coming up under sod. \$500
Removable strips at pitching area. \$2000

Baseball Field Punch

Back fill down right field fence line. \$500
Fix curb at first base dugout. \$500
Complete sod install and roll. \$100
Regrade all heavy machinery traffic areas. \$1000
Backfill valve repair areas. \$500
Two Seams at back of first base extending to center field at infield very visible. \$1000
Lower home plate and is loose. \$100
Pitchers mound wrinkled / bubbles. \$1000
Rubber is high and wobbling. It must be secure and not move. \$500
Removable strips at pitching mound were required. \$2000
Extra pitching rubber holes remain. \$100
Backfill at bullpen fence. \$100
Run sod down left field. \$100
Perhaps one more broom sweep throughout. \$100
Check sprinkler heads under sod for same situation as softball. \$100

End of Punch List.

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Belton, Liza	Clerk B1-3	Henry Heights	3/16/2022	Personal Reasons
Brouillette, Holly	Bus Driver	LaGrange	6/4/2021	Personal Reasons
Dantley, Jacqueline	Aide	Westlake	2/1/2022	Personal Reasons
Jackson, Thelma	Custodian	Maplewood Elementary	1/31/2022	Accepted job outside of education
Latil, Susan	Teacher	Iowa	2/8/2022	Accepted teaching position within La.
Lemalle, Nolan	Custodian	CPAS	2/28/2022	Personal Reasons
Papillion, Damien	Teacher	LaGrange	2/28/2022	Personal Reasons
Reeves, Tara	Bus Driver	E K Key	1/2/2022	Accepted job outside of education
Reeves, Whitney	Para	Westwood	2/17/2022	Personal Reasons
Staton-Darbone, Taylor	Teacher	J D Clifton	2/22/2022	Accepted job outside of education
Thomas, Dionte'	Custodian	LCBA	2/21/2022	Personal Reasons
Thomas, Timothy	Custodian	Washington Marion	2/17/2022	Personal Reasons
Veillon, Arthus	Bus Driver	Washington Marion	3/4/2022	Personal Reasons
Verdine, Donna	Bus Driver	Sulphur 9th	2/2/2022	Personal Reasons
Williams, Terik	Sweeper	Westlake	2/21/2022	Personal Reasons
Wyatt, Kay	Café Tech	College Oaks	2/15/2022	Personal Reasons
RETIREMENT				
Bellard, Priscilla	Para	Oak Park Elementary	5/27/2022	
Baldwin, Marla	Teacher	Gillis	5/31/2022	
Berwick, Melinda	Clerk B1-3	Starks	5/27/2022	

Carnes, Jessica	Teacher	Maplewood Middle	7/23/2022	
Colimon, Loreque	Teacher	LaGrange	5/27/2022	
Hood, Mary	Teacher	Vincent Settlement	2/22/2022	
Hypolite, Marla	Teacher	Alternative Programs	5/27/2022	
Joseph, Ramona	Para	J F Kennedy	5/27/2022	
Malveaux, Beverly	Para	S J Welsh	5/27/2022	
Miller, Jocelyn	Café Tech	LeBleu Settlement	5/27/2022	
Robinson, Vickie	Bus Driver	Westlake	2/22/2022	
Soileau, Gregory	A/C Mechanic	Maintenance	7/31/2022	
Treme, Lynne	Counselor	DeQuincy Middle	6/13/2022	
White, Carl	Teacher	Oak Park Middle	6/6/2022	
RETIRE-REHIRE TERM				
MATERNITY LEAVE				Due Date:
Bass, Whitney	Teacher	Sulphur	3/26/2022 to 5/23/2022	3/26/2022
Breaux, Erin	Teacher	Henry Heights	8/05/2022 to 8/25/2022	7/14/2022
Caesar, Barbara	Para	Oak Park Middle	2/14/2022 to 4/16/2022	2/14/2022
Goodfriend, Madison	Teacher	Vinton Elementary	3/28/2022 to 5/16/2022	4/5/2022
Harris, Amber	Teacher	LeBlanc	03/09/2022 to 05/04/2022	3/9/2022
Jones, Kelsey	Teacher	Prien Lake	2/18/2022 to 4/4/2022	2/22/2022
WAIVE ACT 715				
Bruchhaus, Paula	Teacher	Prien Lake	5/27/2022	

Sellers, Melissa	Assistant Principal	W W Lewis	6/20/2022	
EXITING/DROP RETIREMENT				
Austin, Cassandra	Counselor	S J Welsh	5/25/2022	
Badeaux, Mary	Bus Driver	J I Watson	5/27/2022	
Bent, Julia	Teacher	Sam Houston	5/27/2022	
Blanchard, Suzie	Teacher	Maplewood Elementary	5/27/2022	
Broussard, Barbara	Bus Driver	Iowa	5/27/2022	
Bruchhaus, Karl	Superintendent	Central Office	6/30/2022	
Castille, Cathy	Teacher	Moss Bluff Middle	5/27/2022	
Fontenot, Vance	Teacher	Sam Houston	5/27/2022	
Holland, Charlotte	Teacher	Moss Bluff Middle	5/28/2022	
Keeling, Linda	Teacher	Starks	5/27/2022	
Meche, Susan	Assistant Principal	College St T & I	6/20/2022	
Neal, Benny	Principal	DeQuincy High	6/20/2022	
Toups, Carolyn	Non-Public Liaison	Federal Programs	6/17/2022	
Walker, Karen	Clerk C	CWA	5/30/2022	
PROFESSIONAL SABBATICAL				
MEDICAL SABBATICAL				
Johnson, Suzanne	Teacher	Iowa	2/4/2022 to 5/27/2022	
LeDay, Bonelle	Teacher	Pearl Watson	2/4/2022 to 5/27/2022	
Smith, Rebecca	Teacher	LeBlanc	2/21/2022 to 5/27/2022	

Thibodeaux, Malori	Teacher	E K Key	2/14/2022 to 05/27/2022	
LEAVE WITHOUT PAY				

APPROVED 2/28/2022

A handwritten signature in blue ink, reading "Robert Darnett", is written over the pink approval bar.