

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 10, 2020

1. **Prayer-** Annette Ballard
2. **Pledge of Allegiance-** Caleb Tullos/LaGrange High School
3. **Roll Call**
4. **Approval of Minutes**
 - A. February 11, 2020
5. **Presentations**
 - A.T-Shirt Contest Winners/From Classroom to 5K/Skylar Fontenot, Risk Manager
 - B. Students of the Year/Dr. Jill Portie, Adm. Director of Elementary Schools
6. **Superintendent's Report**
7. **Executive Session**
 - A. Auto Liability Claim #CLAS11697B1/Attorney Kyle Beasley
8. **Committee Reports**
 - A. C&I Committee/February 18, 2020/Eric Tarver, *Chair*
 - B. Employee Benefits Committee/March 5, 2020/Billy Breaux, *Chair*
9. **Innovation Projects**
 - A. Future Leader Pipeline/Principal Adam Caldwell
10. **Take Appropriate Action**
 - A. Approval of Grant Award/CPSB Head Start Program
 - B. Approval of Resolution to retain Stutes & Lavergne Law Firm as Special Counsel/CPSB Sales Tax petition by Distribution International Southwest,

Inc.

C. Approval of Resolution to retain Stutes & Lavergne Law Firm as Special Counsel/CPSB Sales Tax petition by Guichard Operating Company, LLC.

D. Approval of Cooperative Endeavor Agreement with the State of Louisiana/Act 10

E. Approval of Local Services Agreement with the City of Lake Charles/Summer Food Service Program

F. Approval of Cooperative Endeavor Agreement with the Calcasieu Parish Police Jury/Summer Food Service Program

G. Consideration of ITEP Request/Indorama Ventures Olefins, LLC

H. Approval of Administrative Contract Renewals

11. Permission to Advertise

A. Sam Houston High School-Football Field Improvements and Visitor Side Concession Building and Gillis Elementary New 6 Classroom Pod with Restrooms and Restroom Addition to Existing Riverboat Pods/District 27 Capital Projects Fund

B. Barbe High School – Phase 2, Renovations to Restrooms/\$50 million allocation

C. Brenda Hunter Head Start – Phase 3/District 31 Bond Funds

D. College Oaks Elementary – AC Improvements/\$50 million allocation

E. Nelson Elementary – Restroom Renovations/\$50 million allocation

F. DeQuincy High School –Weight Room/\$50 million allocation

12. Bid Reports

A. Approval of Technology Department E-Rate Bids for year 23 (20-21)

13. Correspondence

A. Change Order Number Five (5) for the Project, “Sam Houston High School New Gymnasium and Band Building,” Project #2018-19PC; Sales Tax District 3; Champeaux, Evans, Hotard, APAC, Architect; Pat Williams Construction, LLC., Contractor; *Increase* of \$40,927.80 and *Increase* of Fifty-nine (59) days.

B. Change Order Number Two (2) for the Project, “Phase 2- New Two story classroom wing, Restroom Renovations, New Hydronic Piping,” District 31 Bond Funds; Ellender Architect & Associates, LLC., Designer; Pat Williams Construction, LLC., Contractor; *Increase* of \$78,379.96 and *Increase* of Forty-nine (49) days.

C. Change Order Number One (1) for the Project, “Covered pavilions and restrooms at R.W. Vincent Elementary and LeBlanc Middle School,” \$50 million allocation; Ellender Architects & Associates, LLC., Designer; *Decrease* of \$4,234.00.

D. Recommendation of Acceptance/Brenda Hunter Head Start Improvements/Phase II

E. Change Order Number Two (2) for the Project, “St. John Elementary Gymnasium,” Bid #2019-21PC; \$50 million allocation; Moss Architects, Inc., Designer; Pat Williams Construction, LLC., Contractor; *Increase* of Sixty-one (61) days.

F. Change Order Number Two (2) for the Project, “Renovations to Westlake High School Baseball Field,” District 23 Bond Funds; Barry King, AIA, Architect;

Charles Dawson, GeoSurfaces, Inc., Contractor; *Decrease* of \$5,037.00.

14. Condolences/Recognitions

15. Schedule Committees

March 24, 2020.....5:00 Budget Committee
March 24, 2020.....C&I Committee (To Follow)

16. Adjourn Meeting

4.A.

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, February 11, 2020, at 5:00 p.m.

The meeting was called to order by Dean Roberts, President. The prayer was led by Alvin Smith. The Pledge of Allegiance was led by Olivia Reeves, a student at Sulphur High School.

ROLL CALL

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

Absent: Glenda Gay and Bliss Bujard

Mr. Roberts asked for a motion to add an item to the agenda:

11. Permission to Advertise

D. Classroom POD building with restrooms necessary for the elimination of metal classroom buildings at Gillis Elementary School.

On a motion to approve adding this item to the agenda by Mr. Natali and a second by Mr. Duhon, the motion failed due to the vote not being unanimous.

APPROVAL OF MINUTES

A. On a motion to approve by Mr. Breaux and a second by Mr. Tarver, the Minutes of the CPSB Meeting of January 14, 2020, were approved on a unanimous vote.

PRESENTATIONS

A. Mr. Owen Clanton, Administrative Director of Middle Schools, presented the following Teachers of the Year:

Jennifer Underwood, Iowa High School
Monica McGinnis, S.J. Welsh Middle School
Megan Ferguson, Nelson Elementary School

B. Mr. Tony McCardle, Director of Career and Technical Education, presented the following Louisiana Music Educators Association Music Educators:

Kyle Cook, Assistant Director of Bands/W.W. Lewis Middle School and Maplewood Middle School
Jordan Moore, Director of Bands/Vinton Middle School
Mathew McMillen, Assistant Director of Bands/Sulphur High School
Betsy Stoupy, LMEA District V Band Director of the Year/F.K. White Middle School

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. All Board Members have received the January, 2020, Head Start Report.

Program Governance

- Policy Council members attended the Calcasieu Parish School Board Budget Committee Meeting on January 28, 2020. The following items were discussed:
 - ✓ Financial Audit

Program Operations

- Enrollment – 449
- 2019-2020 Calcasieu Early Childhood Coordinated Enrollment begins Monday, March 16, 2020 and ends Friday, May 1, 2020. This is the first round of applications to be accepted for the 2020-2021 school year.

2. All Board Members have received the January, 2020, School Population Report in their packets.

3. I would like to report our January, 2020, sales tax numbers for our general fund which show collections at \$2,458,584 or 14.9% below budget for the 7th month of the 2019-2020 school year.

- Collections are \$2,603,815 or 15.7% below collections for the same month last year.
- Collections after seven months of 2019-2020 are \$8,589,522 or 8.5% below budget and \$9,120,931 or 8.9% below the same period last year.

4. The LSBA conference will be held in Baton Rouge February 16-18. Anyone asking that they be registered has been registered.

5. As we show our appreciation to our many CPSB partners, the annual Partners in Education breakfast is scheduled for tomorrow morning, Wednesday, February 12, at 7:30 a.m. in the Buccaneer Room of the Civic Center.

6. Please remember our annual "From the Classroom to a 5K" is this Saturday, beginning at 7:30. We have 1,386 pre-registered participants and it is always very nice for our CPSB employees to come for this Risk Management sponsored event.

COMMITTEE REPORTS

Budget and Fiscal Management Committee/January 28, 2020/Billy Breaux, *Chair*

Mr. Breaux gave the following report:

The Calcasieu Parish School Board Budget/Fiscal Management Committee met, Tuesday, January 28, 2020, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer was led by Mr. Roberts and the pledge was led by Mr. Castille. A quorum was present.

Mr. Breaux called the meeting to order at 5:00p.m. and Mr. Bourne called roll.

Present: Billy Breaux - Chairman, Eric Tarver - Vice Chairman, committee members Annette Ballard, Russell Castille, Mack Dellafosse, John Duhon, Fred Hardy, Dean Roberts, Alvin Smith, Desmond Wallace and Secretary, Wilfred Bourne. Other Board members present were Glenda Gay and Mark Young. Absent committee members: Bliss Bujard, Damon Hardesty and Aaron Natali.

Mr. Bourne first presented an extensive review of the Comprehensive Annual Financial Report. The 2019 fiscal year had a General Fund surplus of \$6,598,712 after other sources and uses of funds. The General Fund had a total ending fund balance of \$101,671,838 with \$50,285,230 unassigned.

Freddy Smith CPA, Partner, and Don McLean CPA, Audit Manager with Postlethwaite and Netterville, our external auditing firm, presented the audit results for the School Board's CAFR for the fiscal year ending June 30, 2019. The School Board received an unmodified, clean audit opinion.

There was one finding regarding adherence to uniform guidance procedures when documenting sole source purchasing for four transactions and small purchase procedures for one professional services transaction. Management has provided a corrective action plan.

The Comprehensive Annual Financial Report has been submitted to the Association of School Business Officials International and the Government Finance Officers Association for national awards. The report has received certificates of excellence in financial reporting from the Association of School Business Officials International for the past 36 years and certificates of achievement for excellence in financial reporting for the past 31 years from the Government Finance Officers Association.

On motion by Mr. Dellafosse, seconded by Mr. Tarver, the 2018-2019 Comprehensive Annual Financial Report, Single Audit Report, and Management Report, were approved as presented.

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

The next item presented was school audits. Mr. Foster, Internal Auditing Director, briefly discussed several school audits and recommended that the following audits be approved: School Audits for A.M. Barbe High, LCB Academy of Learning, Sam Houston High, Starks High, S.J. Welsh Middle. Also recommended for approval were Extended Day Programs for: Bell City High, T.S. Cooley, Dolby Elementary, Nelson Elementary, R.W. Vincent Elementary, and Athletic Analysis for A.M. Barbe High, Bell City High, Iowa High, LaGrange High, Sam Houston High, Starks High, Sulphur High, Vinton High, Washington Marion High, and Westlake High.

There were no significant deficiencies noted during the reviews except for LaGrange High School. Internal Control Exception Reports were distributed to the related schools to address exceptions and ensure corrective action. LaGrange High had two significant deficiencies which resulted in the school receiving an overall audit grade of "Unsatisfactory". Staff is working with school administration to address these deficiencies.

On motion by Mr. Dellafosse, seconded by Mr. Young, the School Audits, Extended Day Programs and Athletic Event field reviews were approved as presented.

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

Mr. Bourne then gave a current update on the status of Pod Project 11. Four Pods have foundation and slab completed, one has the dirt work completed and one is approximately 70% complete. This was presented as information only and did not require any action.

This item was for information only.

Mr. Bourne then discussed and answered questions for the fiscal year 2019 per pupil expenditure analysis for the General Fund. This was presented as information only and did not require any action.

This item was for information only.

The final item to be discussed was an update on Student lunch debt collection procedures. The School Board previously approved an agreement to utilize the services of the Louisiana Office of Debt Recovery which would produce a greater percentage of recovery. Since that time, we have been notified by the O.D.R. that their policy has been changed and they will not accept student debt for collection. Staff will utilize the initial plan of contracting with a debt recovery agency. This was presented as information only and did not require any action.

This item was for information only.

There being no further business to discuss, on motion by Mr. Hardy and seconded by Mr. Duhon the committee adjourned the meeting at 6:46 p.m.

INNOVATION PROJECTS/SPECIAL FEATURE

A. Which Water is Best For You/Lyndon Soke/5th grade/Maplewood Elementary

TAKE APPROPRIATE ACTION

Mr. Roberts read the following:

A. Approval of 2020-2021 District Calendar

The 2020-21 District Calendar is posted on our website under Printable PDF 2020-2021 Calendar and is available at the end of this document and in the archived Minutes at 3310 Broad Street.

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

B. Approval of Resolution hiring Stutes & Lavergne Law Firm as Special Counsel for Sales Tax Department dispute with Jeff Patterson, Contractor, LLC.

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 Jeff Patterson Contractor, LLC;

WHEREAS, Jeff Patterson Contractor, 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 collection 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 collection 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 collection proceedings and any subsequent litigation, subject to the Attorney Contingency Fee Schedule.

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

C. Approval of Resolution hiring Stutes & Lavergne Law Firm as Special Counsel for Sales Tax Department dispute with LC Entertainment, LLC.

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 LC Entertainment, LLC;

WHEREAS, LC Entertainment, 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 collection 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 collection 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 collection proceedings and any subsequent litigation, subject to the Attorney Contingency Fee Schedule.

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

D. Approval of Joint Services Agreement with Recreation District Number 1 of Ward 8 (Available for viewing at the end of this document, on our website, and in the archived Minutes at 3310 Broad Street)

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

PERMISSION TO ADVERTISE

Mr. Roberts read the following:

A. Sam Houston High School-Visitor Side Concession Building/District 27 Capital Projects Fund

B. Sam Houston High School – Football Field Improvements/District 27 Capital Projects Fund

Mr. Duhon offered a motion to approve, with a second by Mr. Breaux, Items A.&B. The following submitted Blue Cards to address the Board on both items:

Bari Ezell
Lori Trahan
Vickie Johnston (LAE)
Chad Paulk

After much discussion, Mr. Duhon offered a motion to table both items, with a second by Mr. Hardy. There could be no further discussion and the motion to table carried on a unanimous vote.

C. Small Wares and Equipment/School Food Services Department

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

BID REPORTS

Mr. Roberts read the following:

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

January 14, 2020

DESCRIPTION: Reroofing at Westwood Elementary

FUNDS: SD # 23 Bond Funds

BID NUMBER: 2020-08PC

DESIGNER: King Architects , Inc.

CONTRACTOR	BASE BID
Morcore Roofing Inc.	\$ 1,378,000.00
Ferguson Roofing	\$ 1,128,000.00
Daughdrill Roofing	\$ 1,104,959.00
Rycars Construction , LLC	\$ 1,340,640.00
Industrial Roofing & Construction	\$ 1,759,000.00
Roofs Restored	No Bid
TXO Restoration, LLC	No Bid
Central Auction House	No Bid

The Committee recommends award of the contract to:

Daughdrill Roofing

BASE BID IN THE AMOUNT OF: \$1,104,959.00

One Million One Hundred Four Thousand Nine Hundred and Fifty -Nine Dollars and NO/100

as the lowest qualified bidder meeting specifications.

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

CORRESPONDENCE

Mr. Roberts read the following:

A. Change Order Number One (1) for the Project, “Renovations to Westlake High School Baseball Field”, District 23 Bond Funds; Barry King, AIA, Architect; Charles Dawson, GeoSurfaces, Inc, Contractor; *Increase* of \$34,896.75.

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

B. Change Order Number Five (5) for the Project, Ralph Wilson Elementary Phase 3", Griggs Mitchell & Assoc., LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$11,210.00 and *Increase* of fifteen (15) days.

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

C. Change Order Number Six (6) for the Project, Ralph Wilson Elementary Phase 3", Griggs Mitchell & Assoc., LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$14,262.00 and *Increase* of fifteen (15) days.

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

CONDOLENCES/RECOGNITIONS

Mr. Hardy recognized State Representative Dwight in the audience and asked for a letter of condolence to the family of Mr. Anthony LeBato and the family of Mrs. Lydia Beloney.

Mr. Dellafosse asked for a letter of condolence to the family of Mr. Calvin Collins.

Mr. Breaux asked that Mr. Mickey Smith attend an upcoming Board Meeting, as congratulations for his recent Grammy Award win.

SCHEDULE COMMITTEES

February 18, 2020.....C&I Committee
March 24, 2020.....Budget Committee

ADJOURN MEETING

On a motion to adjourn by Mr. Breaux and a second by Mr. Dellafosse, the meeting adjourned at 6:52 p.m.

President

Dean Roberts

Secretary

Karl Bruchhaus

182 Teacher Work Days

172 Instructional Days

4 Emergency Days

Reporting Days

Students' First Day.....8/14

Students' Last Day.....5/26

Holidays/In-services

Students Do Not Report
on the Following Days

School System Offices Closed.....7/3

System-wide In-service 8/10 & 8/11

Paras report to work8-11

School Level In-Service8/7 & 8/11-13

Labor Day9/7

Teacher In-service10/19

Election Day.....11/3

Veterans Day11/11

Half Day11/20

Thanksgiving11/23-11/27

Half Day12/18

Christmas.....12/21-1/1

Teacher In-service1/11

MLK Day1/18

Mardi Gras2/15-2/17

Teacher In-service3/19

Easter Break.....4/2-4/9

Half Day5-26

Teacher In-service5/27

Nine Week Periods

1st.....10/16

2nd.....1/8

3rd.....3/18

4th.....5/26

State Testing**

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

EOC Fall CBT.....TBA

EOC Spring CBTTBA

ACT PBTTBA

LEAP Connect/LAA.....TBA

Calendar Code

 Students' First Day/Last Day

 Half Day for Students Only

 School Holiday

 System-wide In-service

 Teacher In-service home

 Nine Weeks Period Ends

 Time Change



Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

Karl Bruchhaus, Superintendent

2020-21 District Calendar

July 2020

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 2020

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 2020

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 2020

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 2020

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 2020

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 2021

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 2021

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 2021

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 2021

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 2021

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 2021

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			

STATE OF LOUISIANA

PARISH OF CALCASIEU

JOINT SERVICES AGREEMENT AND LEASE

This agreement is entered into between the Calcasieu Parish School Board ("School Board") and Recreation District No. 1 of Ward 8 of Calcasieu Parish (the "District") in accord with the authority of Article 6, Section 20 and Article 7, Section 14 of the 1974 Louisiana Constitution and the Local Services Law (La. R.S. 33:1231 et. seq.).

The parties, through their undersigned representatives authorized by their respective boards' resolutions, hereby enter into this "Joint Services Agreement and Lease" which replaces the Joint Services Agreement and Lease between the parties effective September 1, 2005.

(1)

The District will use due diligence and its best efforts to obtain funds through grants, donations, and otherwise for the construction, operation, and maintenance of park and recreational facilities on the leased premises and to provide access to and use of the facilities to the School Board. The District accepts the premises in its present condition said premises being described as follows:

Commencing at a point 1985 feet more or less South of the Northeast corner of Section 16, T9S - R7W, Calcasieu Parish, Louisiana, point being the intersection of the East line of said Section 16 and the centerline of an existing ditch; thence Westerly along said ditch centerline 615 feet more or less, to its intersection with the centerline of an existing irrigation canal, thence Northwesterly along said canal centerline a distance of 1280 feet more or less, thence East 60 more or less to the existing Southwest fence corner of a fence around LeBleu Settlement Elementary School, thence East along said existing fence and its extension a distance of 860 feet more or less to said East line of Section 16, thence South along East line a distance of 1385 feet more or less to the point of commencement. Containing 18.5 acres more or less.

(2)

Buildings, structures, or other facilities, movables, and improvements to be constructed or placed on the premises shall be by joint approval of the parties and shall comply with all applicable codes, standards, and/or regulations. Any and all movable property installed or placed upon the premises shall be and remain the property of the party which provided it. Any and all immovable property placed upon the premises shall, upon completion of construction, become the property of and be owned by the School Board. Ownership of minerals remains with the School Board, except that surface of the premises may not be used for mineral exploration or production.

(3)

Upon termination of this agreement, and within ninety (90) days thereof, the District shall have the right, but not the obligation, to remove from the premises all or any part of its movable property mentioned in (2) above, provided that the School Board, within ninety 90 days of termination of this agreement, may, in writing, order the District to remove all or any part of said movable property in which event the District shall remove said property within ninety 90 days of receipt of said written notice.

(4)

From 7:00 a.m. to 4:30 p.m., on days when school is in session, the premises, facilities, and improvements shall not be open to public use. When school is not in session the premises, facilities, and improvements will be open for public use according to a schedule to be determined by the parties.

(5)

The School Board shall be responsible for the following items: (1) the maintenance and safety of the premises, improvements, and facilities, (2) payment of all utilities services, and (3) the maintenance of suitable general liability insurance coverage or self-insurance for the premises, improvements, and facilities provided that should the electors of the District vote to authorize the District to levy and collect an ad valorem property tax for the District or should the District receive other funding such that it is able to contribute to items (1) through (3), then in that event the District and the School Board shall in good faith and due diligence negotiate the terms and conditions for pro-rating the costs between themselves, and this agreement shall be amended to include said terms and conditions. To this end, the parties shall share with each other all financial information relevant to this agreement.

(6)

The District may use the premises for the lawful purposes of the District, but shall not use or permit use of the premises for any purpose that is unlawful. The District shall not engage in any activities which may endanger the welfare, health, safety or well-being of students or employees of the School Board, nor any activities which may interfere with educational and recreational activities provided by the School Board, or the peace of those who reside near the premises. The premises shall not be held open for public use between 7:00 a.m and 4:30 p.m. during days LeBleu Settlement Elementary School is open or in session.

The parties further agree that the School Board shall at all times be granted use of and provided access to the facilities. The School Board shall have priority, subject to reasonable scheduling, in the use of the premises, improvements, and facilities for school recreational, physical activity and sporting events, and other related activities at no cost to the School Board.

(7)

District shall not use the premises for commercial purposes. It is the intent of the parties that District shall with the prior consent and written approval of the School Board construct recreational facilities for public use and for use by the School Board, students, and staff.

(8)

The parties each warrant that neither of them shall discriminate against any person, organization, or group in the provision of services or use of the premises on the grounds of race, color, creed, religion, sex, national origin, age, handicap or any other criterion prohibited by law. The provisions of this agreement are not stipulations for the benefits of other parties, nor shall they create causes of action or rights in favor of anyone other than the parties hereto.

(9)

Neither this agreement nor the exercise of any rights granted herein will create any servitude or right of use in favor of the public.

(10)

The parties further agree that all net profits generated from any event conducted by the District on the premises shall be divided equally between the parties to be disbursed on an annual basis. The District shall maintain its own records of funds disbursed to it under this paragraph, copies of which records shall be furnished to the School Board upon written request.

(11)

The initial of term of this contact shall commence on _____, 20____, and shall end on _____, 20____, which term may be renewed for not more than two additional ten year terms on ninety (90) day notice given before expiration of the primary term or any extended term.

(12)

The School Board covenants that it will not mortgage, sell, assign, transfer or convey all or any part of the premises or its interest in this agreement. The School Board shall secure to the District the quiet and peaceful possession and enjoyment of the premises. The District will not allow use of the premises in a manner which unreasonably disturbs educational activities at the school or the peace of neighbors of the facility, and shall prohibit the sale, use, and consumption of alcoholic beverages on the premises.

(13)

District may not lease the premises or any portion thereof to anyone, except that sports contests may be conducted on the premises on an "event" basis. No permanent advertising signs or billboards, except for the District and facility=s name, hours of operation, and prohibited uses shall be placed by the District on the premises.

(14)

The District may not assign, sublease, or transfer in any manner whatsoever any of its rights under this agreement without prior written approval of the School Board. The School Board shall have the right to terminate this agreement if the District fails to comply with the requirements of this agreement.

(15)

No chemicals subject to jurisdiction of state or federal environmental agencies shall be placed upon or stored upon the premises without permission of the School Board. Nor shall the District permit the storage or placement on the premises of "junk" or abandoned motor vehicles, or other movables the presence of which is inconsistent with the purpose of this agreement.

(16)

This Joint Services Agreement and Lease is executed in triplicate originals with each party retaining one (1) original and one (1) original being recorded in the office of the Clerk of Court of Calcasieu Parish in the mortgage records thereof.

THUS DONE AND SIGNED on the 11th day of February 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

Anna Burgin
Witness Signature

BY: Karl
KARL BRUCHHAUS, Superintendent

Anna Burgin
Printed Witness Name

Lori Ewalt
Witness Signature

Lori Ewalt
Printed Witness Name

Peggy T. Carlile
NOTARY PUBLIC

Peggy T. Carlile
Notary Printed/Stamped Name
and Identification Number



PEGGY T. CARLILE
Notary Public
Notary ID No. 184336
Calcasieu Parish, Louisiana
My Commission is for Life

THUS DONE AND SIGNED on the ____ day of _____ 20____, in _____, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

RECREATION DISTRICT NO. 1 OF WARD 8
OF CALCASIEU PARISH

Witness Signature

BY: _____

Printed Name

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

5.A.

Congratulations to Hannah Richard, 9th grade student at Sulphur High 9th Grade Campus for submitting the overall winning logo design.

2nd Place Award goes to Karleigh Hayden, 9th grade student at Sulphur High 9th Grade Campus.

3rd Place Award goes to Brooke Broussard, 5th grade student at TS Cooley Elementary.



Calcasieu Parish School Board

B U I L D I N G F O U N D A T I O N S F O R T H E F U T U R E

Karl Bruchhaus, Superintendent

2019-2020

Students of the Year

Elementary Division Winner

Bailey Noelle White
E.K. Key Elementary School

Elementary Division Runner Up

Julius Heighton Rossowski
T.S. Cooley Elementary School

Middle School Division Winner

Isabella Burke
Vinton Middle School

Middle School Division Runner Up

Madelyn Le
S.J. Welsh Middle School

High School Division Winner

Abigail Rogers
Sam Houston High School

High School Division Runner Up

Isaac Broussard
Barbe High School

Item 8.A.

**MINUTES
CURRICULUM & INSTRUCTION COMMITTEE MEETING
February 18, 2020**

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, February 18, 2020 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Eric Tarver; Chair, and Damon Hardesty.

Other Board Members Present: Mack Dellafosse, Glenda Gay, and Dean Roberts.

Absent: Bliss Bujard: Vice Chair, Annette Ballard, John Duhon, Fred Hardy, Alvin Smith, and Mark Young.

The roll was called and there was no quorum. The meeting was adjourned by Chairman, Eric Tarver, at 5:10 p.m.

Dr. Shannon LaFargue
Secretary

Item 8.B.

Minutes for the Employee Benefits Committee of March 5, 2020 will be available prior to the Board Meeting.

March 2, 2020

To:	Karl Bruchhaus, Superintendent Dean Roberts, 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: \$3,973,579.00

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 Distribution International Southwest, Inc.;

WHEREAS, Distribution International Southwest, Inc. 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 collection 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 collection 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 collection proceedings and any subsequent litigation, subject to the Attorney Contingency Fee Schedule.

Dean Roberts, 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 Guichard Operating Company, LLC;

WHEREAS, Guichard Operating Company, 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 collection 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 collection 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 collection proceedings and any subsequent litigation, subject to the Attorney Contingency Fee Schedule.

Dean Roberts, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

Contact Sheet
Act 10 of 2019 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: Calcasieu Parish School Board

Authorized Person: Wilfred Bourne, Chief Financial Officer

Contact Person, if different: same

Telephone Number: 337-217-4050 ext2101

Fax Number: 337-217-4052

Email Address: Wilfred.bourne@cpsb.org

Fed Tax ID#: 72-6000235

Physical Address: 3310 Broad Street, Lake Charles, LA 70615

Mailing Address: PO Box 800, Lake Charles, LA 70602

Parish: Calcasieu

Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:

Sole Proprietorship

Partnership

Limited Liability Company

Municipality

Local Governmental Authority

Corporation

Non-profit Corporation

Non-Profit Religious Corporation

STATE OF LOUISIANA
COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Calcasieu Parish School Board officially domiciled at 3310 Broad Street, Lake Charles, LA 70615, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Act 10 of 2019 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 10 contains a line item appropriation within the Agency's budget for the benefit of Calcasieu Parish School Board of which the sum of **NINE HUNDRED EIGHTY-THREE THOUSAND, SEVEN HUNDRED FORTY-ONE and & NO/100 (\$983,741) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Payment of annual debt obligations on previously issued certificates of indebtedness issued for school building construction within Calcasieu Parish;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 10 of 2019 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II

SCOPE OF SERVICES

2.1 The Contracting Party shall: Pay annual debt obligations on previously issued certificates of indebtedness issued for school building construction within Calcasieu Parish;

2.2 Deliverables: Annual certificate of indebtedness payments

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **NINE HUNDRED EIGHTY-THREE THOUSAND, SEVEN HUNDRED FORTY-ONE and & NO/100 (\$983,741) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 10 of 2019 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will

be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.

ARTICLE III **CONTRACT MONITOR**

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

☒ **PLAN A** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

☐ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2019 and June 30, 2020, and this project and all of the Contracting Party's services shall be completed by that date, unless a written extension is agreed upon between the parties or by Act of the Louisiana Legislature providing an extension. Payment is contingent

upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2020, MUST, under all circumstances, be received by the Agency no later than July 15, 2020, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 10 of 2019 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2020.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6000235**.

ARTICLE V

TERMINATION FOR CAUSE

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

the State to comply with the terms and conditions of this agreement; provided that the Contracting Party

shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI **TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII **OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII **ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX **FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X **AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI **AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement**. This agreement may not be amended after the expiration date.

ARTICLE XII **FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII

TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2019 and shall terminate on June 30, 2020, unless a written extension is agreed upon between the parties or by Act of the Louisiana Legislature providing an extension.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES:

**DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA**

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT _____, Louisiana on the ____ day, of _____, 20____.

WITNESSES:

Contracting Party

Authorized Person

Print Name and Title

ATTACHMENT A - PLAN

Act 10 of 2019 Regular Legislative Session

Schedule 20

NAME OF CONTRACTING PARTY:
Calcasieu Parish School Board

NAME AND BRIEF NARRATIVE OF PROGRAM:

Certificate of Indebtedness payments-To provide payments on previously issued CIDs.

Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.)
Use program allocation to repay annual debt payment obligations of previously issued Certificates of Indebtedness.

2. Program Objective(s) (Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).

1. Spend \$983,741 to pay annual debt payment obligation.
- 2.
- 3.

3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)
Complete annual debt payment obligation of previously issued CIDs in a timely fashion.

4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).

1. Amount spent on annual debt payments-\$983,741
- 2.
- 3.

ATTACHMENT B

Page 1

Project Budget (2019-2020)

Act 10 of 2019 Regular Legislative Session

Schedule 20

Calcasieu Parish School Board

Anticipated Income or Revenue

Sources (list all sources of revenue)

Amounts

1. Act 10 of 2019 appropriation

\$983,741

2.

\$

3.

\$

Total all sources

\$983,741

Anticipated Expenses

Expense Categories

Total Amount

Amount Line Item

Appropriation

(see Footnote 1 below)

(see Footnote 2 below)

Gross Salaries(See Attachment B, Page 2)

\$

\$

Related Benefits (Employer share)

\$

\$

Travel

\$

\$

Operating Services:

Advertising

\$

\$

Printing

\$

\$

Insurance

\$

\$

Maintenance of Equipment

\$

\$

Maintenance of Office and Grounds

\$

\$

Rentals

\$

\$

Software licensing

\$

\$

Dues and Subscriptions

\$

\$

Telephones and Internet Service

\$

\$

Postage

\$

\$

Utilities

\$

\$

Other

\$

\$

Office Supplies

\$

\$

Professional & Contract Services

\$

\$

(See Attachment B, Page 3)

Other Charges (See Attachment B, Page 4)

\$983,741

\$983,741

Acquisitions & Major Repairs

\$

\$

Total Use of the Appropriation

\$983,741

\$983,741

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

Staffing Chart

Act 10 of 2019 Regular Legislative Session

Schedule 20

Name of Contracting Party: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
N/A						

Totals

\$ _____ \$ _____

\$ _____

ATTACHMENT B

Page 3

Schedule of Professional and Other Contract Services

Act 10 of 2019 Regular Legislative Session

Schedule 20

Name of Contracting Party: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A			

Totals

\$

\$

\$

ATTACHMENT B

Page 4

Schedule of Other Charges

Act 10 of 2019 Regular Legislative Session

Schedule 20

Name of Contracting Party: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1. To make annual debt payments on previously issued Certificates of Indebtedness..	\$983,741
	\$ 983,741
Total – Should agree with Attachment B, Page 1	

ATTACHMENT B-SUPPLEMENT

Business Plan

Narrative Justification for Plan B or Plan C

Act 10 of 2019 Regular Legislative Session

Schedule 20

Calcasieu Parish School Board

N/A

ATTACHMENT C

Progress Report for the Period of _____ to _____

Act 10 of 2019 Regular Legislative Session

Schedule 20

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)

Name of Contracting Party: Calcasieu Parish School Board

Contact Name: Wilfred Bourne, CFO

Telephone: (337) 217-4050 ext 2101 Fax: (337) 217-4052

Goal: Use program allocation to repay annual debt payment obligations of previously issued Certificates of Indebtedness.	
Objective(s): 1. Spend \$983,741 to pay annual debt payment obligation. 2. 3.	
Activity(Activities) Performed: Complete annual debt payment obligation of previously issued CIDs in a timely fashion.	
Performance Measure(s): 1. Amount spent on annual debt payments 2. 3.	% , \$ amt. or number complete 1. \$983,471 2. 3.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT D

Cost Report for the Period of _____ to _____

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Act 10 of 2019 Regular Legislative Session

Schedule 20

Name of Contracting Party: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share)				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services				
Other Charges	\$983,741			
Acquisitions & Major Repairs				
Totals	\$983,741	\$	\$	\$

NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

Cost Report for the Period of _____ to _____
Act 10 of 2019 Regular Legislative Session

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

[illegible]

ATTACHMENT E
Disclosure and Certification Statement
Act 10 of 2019 Regular Legislative Session

Schedule 20

Contracting Party Name: Calcasieu Parish School Board

Contractor's Mailing Address: PO Box 800, Lake Charles, LA 70602

Name of Program: Certificate of Indebtedness payments

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Local Government

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Karl Bruchhaus, Superintendent, Calcasieu Parish School Board, PO Box 800, Lake Charles, LA 70602

Wilfred Bourne, Chief Financial Officer, Calcasieu Parish School Board, PO Box 800, Lake Charles, LA 70602

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Karl Bruchhaus, Superintendent, Calcasieu Parish School Board, PO Box 800, Lake Charles, LA 70602

Wilfred Bourne, Chief Financial Officer, Calcasieu Parish School Board, PO Box 800, Lake Charles, LA 70602

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

☐ I hereby certify that this organization has no outstanding audit issues or findings.

XX ☒ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

ATTACHMENT E-1
Disclosure and Certification Statement
Act 10 of 2019 Regular Legislative Session

Schedule 20

Contracting Party Name: Calcasieu Parish School Board

Name of Program: Certificate of Indebtedness payments

Sub-Contractor's Name: NA

Sub-Contractor's Mailing Address: NA

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.)

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

- ☐ I hereby certify that this organization has no outstanding audit issues or findings.
- ☐ I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Subcontractor (*Authorized person*)

Print Name and Title

Date

Schedule 20

Schedule 20

DATE	HOUR		TERRITORY TRAVELED SHOW ALL POINTS VISITED	ODOMETER		MILES TRAV.	SUBSISTENCE		MEALS		TOLLS AND PARK.	TIPS	OTHER EXPENSE	
	DEP.	ARR.		READING	DEPART		ARRIVE	LODGING	NO.	COST			DESCRIPTION	COST

(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)

 Signature of Authorized Person

 Print Name and Title

 Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Calcasieu Parish School Board

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶

Public School System

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3310 Broad Street

Requester's name and address (optional)

6 City, state, and ZIP code

Lake Charles, LA 70615

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

7 2 - 6 0 0 0 2 3 5

or

Employer identification number

7 2 - 6 0 0 0 2 3 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶

7-15-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Calcasieu Parish School Board
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019**

EXHIBIT E
Page 1 of 3

A. Summary of Auditors' Results

Financial Statements

Type of auditor's report issued: Unmodified

- Material weakness(es) identified? _____ yes x no
- Significant deficiencies identified that are not considered to be material weaknesses? _____ yes x none reported

Noncompliance material to financial statements noted?

_____ yes x no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ yes x no
- Significant deficiencies identified that are not considered to be material weaknesses? x yes _____ none reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR §200.516(a)?

 x yes _____ no

Identification of major programs:

CFDA Numbers

Name of Federal Program or Cluster

84.027, 84.173
84.367

Special Education Cluster
Title II Part A – Teacher and Principal Training and Recruiting
Temporary Assistance for Needy Families

93.558

The threshold for distinguishing types A & B programs was program expenditures exceeding \$1,470,090.

- The Calcasieu Parish School Board was determined to be a low-risk auditee.

**Calcasieu Parish School Board
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019**

EXHIBIT E
Page 2 of 3

B. Findings – Financial Statement Audit

- None

C. Findings and Questioned Costs – Major Federal Award Programs

2019 – 001) Procurement

Department of Education

Questioned Costs: Undetermined

84.027 Special Education Cluster (IDEA)
84.173

Grant No(s): 28-19-B1-10
28-18-RH-10
28-19-P1-10

Criteria:

The Uniform Guidance federal regulations were fully effective as of December 26, 2017 and therefore, the school board, as a recipient of federal awards was required to implement and comply with the Uniform Guidance for the year ended June 30, 2019. The regulations (200.320) require, among other things, that procurement for non-competitive purchases apply only when the item is available only from a single source. The regulations also require procurement purchases of goods and services in an amount between \$10,000 and \$250,000 follow the small purchase procedures by obtaining an adequate number of prices/quotes. Additionally, the Uniform Guidance outlines other specific requirements for purchases based on purchase amount thresholds.

Condition(s):

While testing compliance with the federal procurement regulations, we selected for testing all of the eight vendors with expenditures greater than \$10,000 and inquired or reviewed the documentation to support the procurement process. Four of the vendors tested were for noncompetitive purchases, one was for professional services and the remaining three for materials, supplies, and/or equipment. The documentation to support the four noncompetitive purchases totaling \$150,535 did not adequately demonstrate the vendor selected was the only available source for the items or services purchased. The purchase of professional services in the amount of \$43,475 did not adhere to the small purchase procedures requirements, since an adequate number of quotes was not obtained.

**Calcasieu Parish School Board
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019**

EXHIBIT E
Page 3 of 3

C. Findings and Questioned Costs – Major Federal Award Programs (continued)

2019-001) Procurement (continued)

84.027 Special Education Cluster (IDEA)

84.173

Grant No(s): 28-19-B1-10
28-18-RH-10
28-19-P1-10

Additionally, we obtained the School Board's adopted Procurement Policy to determine the policies included the requirements of the Uniform Guidance. We found the thresholds for purchase requirements in the School Board's Procurement Policy had not been updated to reflect the revised thresholds for various purchase levels according to the Uniform Guidance (as amended by Memorandum M-18-18). These thresholds were less than the revised levels.

Cause: Personnel administering the grants and those in the School Board purchasing department did not execute and enforce the revised purchasing policy containing the amended Uniform Guidance requirements.

Effect: The School Board's special education program may be noncompliant with the procurement requirements within the Uniform Guidance with respect to these transactions.

Recommendation: We recommend for the School Board to better document and research noncompetitive purchases, communicate and enforce the need to obtain price quotes for small purchases, including professional services, and update their internal procurement policies to reflect current federal regulations.

Repeat Finding: No.

View of Responsible Official: See attached corrective action plan, Exhibit E.1.



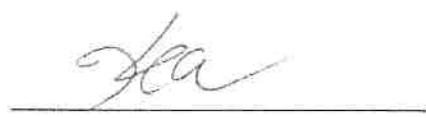
Corrective Action Plan

Finding 2019-001 Procurement, SPED Cluster IDEA

Management will update its internal procurement policies to reflect current federal regulations. Management will review with personnel responsible for purchasing all the necessary documentation requirements for purchasing with federal funds to be in complete compliance with the Uniform Guidance Procurement Regulations. Special emphasis will be placed on procedures necessary for documenting research and support when making single source purchases.



Wilfred Bourne
Chief Financial Officer



Karl Bruchhaus
Superintendent

Building Foundations for the Future

STATE OF LOUISIANA

PARISH OF CALCASIEU

**LOCAL SERVICES AGREEMENT
BETWEEN
CITY OF LAKE CHARLES
AND
CALCASIEU PARISH SCHOOL BOARD**

This Local Services Agreement is entered into by and between the CITY OF LAKE CHARLES, a political subdivision of the State of Louisiana, hereinafter referred to as "CITY", acting through its duly authorized Mayor, Nicholas E. Hunter pursuant to Ordinances No. 18634 and No. 18635, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD", acting through its duly authorized President, Mr. Dean Roberts, pursuant to Resolution dated _____, 2020.

WHEREAS, the CITY has agreed to sponsor a Summer Food Service Program; and

WHEREAS, the Food Service Program to be sponsored by the CITY will require the use of the kitchen and other food related facilities; and

WHEREAS, the SCHOOL BOARD wished to cooperate with the City in providing services for the Summer Food Service Program;

THEREFORE, the CITY and the SCHOOL BOARD do hereby contract and agree with each other as follows:

1.

The SCHOOL BOARD has agreed to allow the CITY'S Summer Food Service Program to use the kitchen facilities located at Fairview Elementary and Washington Marion High School, during the hours and dates necessary for the implementation of the Summer Food Service Program. The CITY will provide to the SCHOOL BOARD, prior to its use of the kitchens at Fairview Elementary School and Washington Marion High School, with a schedule of the dates and times when kitchen facilities will be needed for the Summer Food Service Program.

2.

The cost for any other services as requested in writing, agreed to by the parties, and incurred by reason of the use of these facilities for the Summer Food Service Program will be paid directly by the CITY upon the approval of submitted invoices.

3.

Managers and technicians currently working at Fairview Elementary School and Washington Marion High School will be given the first opportunity for employment in the Summer Food Service Program.

4.

The CITY further agrees to purchase surplus food items and to receive donated commodity food items from the SCHOOL BOARD.

5.

It is further stipulated and agreed that the CITY agrees to reimburse the SCHOOL BOARD for damages caused to equipment and facilities of the SCHOOL BOARD, and further protect,

defend, indemnify and hold the SCHOOL BOARD, its agents, officers, employees and assigned, harmless from and against all claims, demands, or causes of action, whatsoever, and any liability, cost or expense (including, but not limited to, reasonable attorney's fees), without regard to cause or causes thereof or the fault (including but not limited to, the strict liability and/or absolute liability of any party or parties), arising out of or in any way connected with the CITY, its agents, offices, employees, and general public occupying and/or traveling on the property and surrounding grounds of the SCHOOL BOARD, it being the intent of this agreement that the CITY assumes responsibility for the condition of the premises, the surrounding grounds, and any vice or defect herein.

6.

The term for this agreement shall be for the period beginning May 29, 2020 and ending July 31, 2020.

7.

The CITY agrees, upon termination of its use of the kitchen facilities at Fairview Elementary School and Washington Marion High School, to return to the SCHOOL BOARD the kitchen facilities in as good of a condition as existed upon their initial use of the premises, normal wear and tear expected.

8.

The SCHOOL BOARD agrees to cooperate with the CITY in providing staff for the CITY'S Summer Food Service Program, including but not limited to cafeteria managers and cooks. The managers and technicians of the schools being used should have first preference to the job due to the knowledge of the school and the equipment. All persons employed by the CITY pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in providing services under the Summer Food Service Program, employees of the CITY and not employees of the SCHOOL BOARD, for purposes of Worker's Compensation laws and other laws, actions or any matters whatsoever related to such employment.

THUS DONE AND SIGNED in duplicate originals on this _____ day of _____, 2020, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

BY: _____
Dean Roberts, PRESIDENT

THUS DONE AND SIGNED in duplicate originals on this 21st day of February, 2020, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CITY OF LAKE CHARLES

BY: _____
Nicholas E. Hunter, MAYOR

APPROVED BY LEGAL DEPARTMENT CITY OF LAKE CHARLES
Approval subject to signature, date and initials below regarding ordinance approval.
By: <u>Corey L. Hubin</u>
Corey L. Hubin, Assistant City Attorney
Date: <u>02/19/2020</u>
☒ Authorization ordinance attached.
☐ No ordinance approval required.

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE
CALCASIEU PARISH POLICE JURY
AND THE
CALCASIEU PARISH SCHOOL BOARD**

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2020, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Kevin White, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," a political subdivision of the State of Louisiana, and represented herein by its duly authorized President, Dean Roberts.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual", and

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 33:1236 to provide certain social programs for the benefit of the citizens of the PARISH, and

WHEREAS, the PARISH has agreed to sponsor a Summer Food Service Program (SFSP) in coordination with the SCHOOL BOARD and area municipalities in Calcasieu Parish, and

WHEREAS, the SFSP sponsored by the PARISH will require the use of kitchens and other food related facilities, and

WHEREAS, the SCHOOL BOARD wishes to cooperate with the PARISH in providing facilities and services for the SFSP and the Summer School schedule, and

WHEREAS, the PARISH and the SCHOOL BOARD consider the public benefit of providing nutritious meals to children who would otherwise not have access to the meals to be proportionate to the costs associated with this activity.

NOW THEREFORE, the PARISH and the SCHOOL BOARD do mutually agree to the following terms and conditions of this agreement:

1. Scope of Agreement

The PARISH and the SCHOOL BOARD hereby agree to allow the PARISH'S 2020 Summer Food Service Program, hereinafter referred to as PROGRAM, to use the kitchen

facilities located at the following SCHOOL BOARD locations:

DeQuincy Primary – the full kitchen and the dining room
E. K. Key Elementary – meals will be delivered to extended summer day camp
Frasch Elementary – meals will be delivered to extended summer day camp
Gillis Elementary - meals will be delivered to extended summer day camp only
Iowa High School – the full kitchen and the dining room
J.I. Watson - the full kitchen, the dining room and the gym
Maplewood Middle – meals will be delivered to extended summer day camp
Moss Bluff Elementary – meals will be delivered to extended summer day camp
Moss Bluff Middle – the full kitchen and the dining room
RW Vincent Elementary – meals will be delivered to extended summer day camp
Sulphur High School (ninth grade campus) – the full kitchen and the dining room
Vincent Settlement Elementary – meals will be delivered to extended summer day camp
Vinton Elementary – the full kitchen and the dining room
Western Heights Elementary – the full kitchen and the dining room
W. T. Henning Elementary Schools – the full kitchen and the dining room

The PARISH will use the SCHOOL BOARD facilities only during the hours and dates necessary for the implementation of the PROGRAM. The PARISH will provide to the SCHOOL BOARD, prior to its use of the kitchens at DeQuincy Primary, E. K. Key Elementary, Frasc Elementary, Gillis Elementary, Iowa High, J.I. Watson, Maplewood Middle, Moss Bluff Elementary, Moss Bluff Middle, RW Vincent Elementary, Sulphur High (ninth grade campus), Vincent Settlement Elementary, Vinton Elementary, Western Heights Elementary and W. T. Henning Elementary schools, a schedule of the dates and times when kitchens facilities will be needed for the PROGRAM. The PARISH will have access to the SCHOOL BOARD'S portable food warmers.

Upon the termination of the use of the kitchen facilities and food warmers at the end of the PROGRAM, the PARISH agrees to return to the SCHOOL BOARD the kitchen facilities at DeQuincy Primary, E. K. Key Elementary, Frasc Elementary, Gillis Elementary, Iowa High, J.I. Watson, Maplewood Middle, Moss Bluff Elementary, Moss Bluff Middle, RW Vincent Elementary, Sulphur High (ninth grade campus), Vincent Settlement Elementary, Vinton Elementary, Western Heights Elementary and W. T. Henning Elementary in as good of a condition as existed upon their initial use with normal wear and tear expected.

The SCHOOL BOARD agrees to cooperate with the PARISH in providing staff for the PROGRAM, including but not limited to, cafeteria managers and cooks. The PARISH and the SCHOOL BOARD agree that the managers and technicians currently working at these schools will be given the first opportunity for employment with the PROGRAM due to the knowledge of the school and the equipment. All persons employed by the PARISH pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in

providing services for the PROGRAM, employees of the PARISH and not direct employees of the SCHOOL BOARD. Notwithstanding the foregoing the parties hereto recognize that Calcasieu Parish School Board is a statutory employer of the persons employed by the PARISH pursuant to this agreement, under the provisions of La. R.S. 23:1061, and the SCHOOL BOARD shall be deemed entitled to the exclusivity of remedy provisions of the Louisiana workers' compensation laws. This provision is included for the sole purpose of establishing a statutory employer relationship for purposes of the exclusivity of remedy provisions of the Louisiana workers' compensation laws and is not intended to create an employer/employee relationship for any other purpose. To the extent that SCHOOL BOARD pays workers' compensation benefits to persons employed by the PARISH pursuant to this agreement, then and in that event the PARISH shall defend, indemnify, and hold harmless the SCHOOL BOARD with respect thereto.

The PARISH agrees to purchase the food and supplies necessary for PROGRAM operations utilizing one of the following options: (a) the SCHOOL BOARD'S current standard bid, which was properly procured by the SCHOOL BOARD, (b) one of the PARISH'S current standard bid or (c) a state contract. The PARISH may exercise option (a) only if doing so is permitted by state and federal laws and regulations. If option (a) is selected, then the SCHOOL BOARD agrees to cooperate with the PARISH as provided in La. R.S. 38:321.1 and any other laws which provide for cooperative purchases. The PARISH agrees to comply with all regulatory provisions regarding the food operations.

The PARISH agrees to pay for one waste dumpster to be serviced once a week at the following locations: DeQuincy Primary, Iowa High, Moss Bluff Middle, Sulphur High (ninth grade campus), Vinton Elementary, and Westwood Elementary during the term of this agreement.

The PARISH agrees to be responsible for providing janitorial services for the facilities set forth in Paragraph 1 hereof. PARISH shall be responsible for the supervision and performance of the work of its agents, officers, employees, directors, and contractors, for their control, direction, and acts in the performance of this agreement, for the payment of wages, benefits, taxes, charges with respect to their work which is the subject of this agreement.

2. Term of Agreement

The term of this agreement shall be effective upon execution of the agreement through July 31, 2020.

3. Payment Terms

Since both the PARISH and the SCHOOL BOARD are legally authorized to provide these activities to the citizens of the Calcasieu Parish, there are no further payment requirements under this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records and Audits

It is understood that this agreement will be utilized as part of a federal reimbursement grant (United States Department of Agriculture: Office of Food and Nutrition Service – Summer Food Service Program for Children (SFSP) – CFDA 10.559) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,
- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding

\$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and

- (10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which generally speaking, states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) **National Environmental Policy Act** which prohibits any activities that will have an adverse impact on the environment,
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (8) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (9) **Records Access Provision** which reserves the rights of the PARISH, state or federal grantors, the Comptroller General of the United States, or any duly authorized representative of the aforementioned to have access to any books, documents, papers or records of the CONTRACTOR that are directly pertinent to

this agreement for the purpose of making audit examination excerpts and transcriptions and is further discussed in the first part Section 5 of this agreement,

¹ Davis Bacon Act is not applicable to this agreement.

- (10) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three year record retention period with each respective grant agency to ensure that a longer period is not required),
- (11) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,
- (12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste, and
- (13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint.

In compliance with Section 5(a)(8) above, the CONTRACTOR also confirms that it is not a party listed on the "System for Award Management" (SAM) formerly identified as the "Excluded Parties List System" (EPLS.gov) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. The CONTRACTOR also agrees to provide immediate notice, but in no case later than three (3) business days, after being notified that the CONTRACTOR, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall CONTRACTOR utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. If the CONTRACTOR is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then the PARISH may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below.

6. Liability, Indemnity and Insurance

The PARISH agrees to reimburse the SCHOOL BOARD for damages caused to equipment and facilities of the SCHOOL BOARD, and, further, to protect, defend, indemnify, and hold the SCHOOL BOARD, its agents, officers, employees, and assigns harmless from and against all claims, causes, demands, or causes of action whatsoever, and any liability, cost, or expense (including, but not limited to, reasonable attorney's fees) arising out of or in any way connected with the use by PARISH, its agents, officers, employees, of the premises designated in Paragraph 1 hereof or the conduct of the Food Service Operations by PARISH hereunder.

Each Party shall be responsible for providing and maintaining applicable insurance, including but not limited to workers' compensation and comprehensive general liability coverage. The requirements of this provision may be satisfied by programs of self-insurance and/or insurance/self-insurance. The SCHOOL BOARD and the PARISH hereby waive subrogation and the respective insurers of the PARISH and SCHOOL BOARD will have no right of recovery or subrogation against the parties hereto.

This agreement is intended for the benefit of the PARISH and the SCHOOL BOARD and does not confer any rights upon any other third parties. All rights by and between the PARISH and the SCHOOL BOARD are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

Except as otherwise provided herein, the PARISH will indemnify, defend, and hold harmless the SCHOOL BOARD, including the SCHOOL BOARD'S employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH'S duties and obligations under the terms of this agreement. Except as otherwise provided herein, the SCHOOL BOARD will indemnify, defend, and hold harmless the PARISH, including the PARISH'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SCHOOL BOARD, its employees or agents in carrying out the SCHOOL BOARD'S duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event, that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the SCHOOL BOARD both reserve the right to terminate this agreement at any time upon written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event, that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the SCHOOL BOARD and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

9. No Authorship Presumptions

The PARISH and the SCHOOL BOARD have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the SCHOOL BOARD hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

10. Address of Notices and Communications

All notices between the PARISH and the SCHOOL BOARD provided for pursuant to this agreement shall be in writing. The name and address of the PARISH'S representative is:

Mr. Brian C. Beam, Administrator
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

The name and address of the SCHOOL BOARD'S representative is:

Mr. Dean Roberts, President
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, Louisiana 70615

In the event that the mailing address of the PARISH or the SCHOOL BOARD changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

[The remainder of this page is intentionally left blank.]

THUS DONE AND SIGNED on the _____ day of _____ 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
TONY GUILLORY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the _____ day of _____ 2020, in Lake Charles, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD:

Witness Signature

BY: _____
DEAN ROBERTS, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: March 3, 2020

Subject: Indorama Ventures Olefins LLC
ITEP Application #20180403-ITE - \$100,000,000

The ITE application cited above was filed by Indorama Ventures Olefins LLC and sent for review and evaluation by staff. The project involves the renovation and restart of a dormant PPG ethane cracker plant. The company is a chemical manufacturer and will be manufacturing 370,000 metric tons of ethylene and 30,000 tons of propylene each year. This project entails enhancements and upgrades to the tower, boiler, furnace, heat exchanger and electrical system with new piping, valves and pumps. The total investment of the project is estimated to be \$100,000,000 with the addition of 5 new jobs. There are 132 existing jobs at the project site. The Board of Commerce and Industry is recommending the maximum exemption of 80% for years 1-5 and 80% for years 6-10. The application was filed under the post-Executive Order rules and only requires approval or denial from the Calcasieu Parish School Board. No action by the CPSB is considered approval.

An evaluation by staff of the economic impact and return on investment is provided.

Action required by Calcasieu Parish School Board:

Approve, deny or take no action on the industrial tax exemption application #20180403-ITE and notify the Louisiana Department of Economic Development.

INDORAMA VENTURES

Company Investment

Annual Payroll	\$	250,000
Capital Expenditure (CapEx)	\$	100,000,000

Exemption Recommended by BCI

Property Taxes years 1-5	80%
Property Taxes years 6-10	80%

Local Revenue Forgone

	Total-all Jurisdictions	CPSB portion
Property Taxes years 1-5	\$ 5,406,372	\$ 1,664,440
Property Taxes years 6-10	\$ 3,783,240	\$ 1,164,732
Total Estimated 10 year Exemption	\$ 9,189,612	\$ 2,829,172

Revenue Generated

	Total-all Jurisdictions	CPSB portion
Property Taxes generated over 10 yrs	\$ 2,297,403	\$ 707,293
Property Taxes generated over 20 yrs	\$ 7,209,513	\$ 2,219,566
Sales Taxes generated from CapEx	\$ 3,335,000	\$ 1,450,000

Factors

Direct Jobs - (Annual P/R)	\$ 250,000	\$ 5,000,000 -over 20 yrs
Indirect Jobs -	\$ -	
Construction Jobs - 100	\$ 42,000,000	

General Considerations

Benefits

Direct & Indirect Job Creation - Major consideration
Annual Payroll - Major Consideration
Construction Jobs
Sales Taxes generated from construction
Property Taxes collected during & after ITEP exemption period
Economic stimulus to area economy

Costs

Foregone revenue from exempted property tax

For Your Information

1) Is there another ITEP Contract for Indorama or does this one entail the project cost of both what has occurred and will occur?

This is in addition to the original ITEP and covers the costs associated with additional equipment required to get the plant fully functional. They attempted to start up the plant and had to shut it down and replace old equipment with new equipment. Indorama filed an Advanced Notification with LED for this work on September 11, 2019. The original ITEP Advanced Notification was filed with LED on December 20, 2017 and was approved. This second ITEP is under the 80%-20% rule. Taxing entities should receive ad valorem tax on 20% of the assessed value of the final cost of the project.

2) Normally they get the exemption before the project is started. Indorama became operational January 31, 2020.

The Indorama Advanced Notification was filed with LED prior to the work starting, which the rules allow to qualify for this incentive. The construction period was only about 120 days. The Louisiana Board of Commerce and Industry approved the ITEP Application on Friday, February 21, 2020.

\$100,000,000

Company Name: Indorama Ventures

Sales Taxes					Sales Taxable %
2.50%	0.75%	2.50%	0.00%	5.75%	
Parish	Law Enforcement	Schools		Total	
\$ 1,450,000.00	\$ 435,000.00	\$ 1,450,000.00	\$ -	\$ 3,335,000.00	58%

\$ 1,450,000.00	\$ 435,000.00	\$ 1,450,000.00	\$ -	\$ 3,335,000.00
-----------------	---------------	-----------------	------	-----------------

CALCASIEU PARISH

ITEP IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES

10 YEARS TAX ABATEMENT AT 80% EXEMPTION years 1-5, 80% years 6-10

Company Name: Indorama Ventures

DATED: 2/26/2020

Project Name: \$100,000,000
Investment Amount:
Ward: WARD 4
Location: 4300 HWY 108 Westlake, LA
Parcel # 13353380

15 Yr Depreciation Rate ¹		0.94	0.93	0.91	0.86	0.79	0.74	0.68	0.61	0.56	0.51		
Depreciated Value		94,000,000	93,000,000	91,000,000	86,000,000	79,000,000	74,000,000	68,000,000	61,000,000	56,000,000	51,000,000		
100% Assessed Value		14,100,000	13,950,000	13,650,000	12,900,000	11,850,000	11,100,000	10,200,000	9,150,000	8,400,000	7,650,000		
80% Assessed Value	0.8	11,280,000	11,160,000	10,920,000	10,320,000	9,480,000	8,880,000	8,160,000	7,320,000	6,720,000	6,120,000		
Taxing Body	Millage Rate ²	Converted Millage Rate	YEAR 1 EXEMPT AMOUNT	YEAR 2 EXEMPT AMOUNT	YEAR 3 EXEMPT AMOUNT	YEAR 4 EXEMPT AMOUNT	YEAR 5 EXEMPT AMOUNT	YEAR 6 EXEMPT AMOUNT	YEAR 7 EXEMPT AMOUNT	YEAR 8 EXEMPT AMOUNT	YEAR 9 EXEMPT AMOUNT	YEAR 10 EXEMPT AMOUNT	TOTAL EXEMPTION
Assessor	1.27	0.00127	\$14,326	\$14,173	\$13,868	\$13,106	\$12,040	\$11,278	\$10,363	\$9,296	\$8,534	\$7,772	\$114,757
Sheriff	9.85	0.00985	\$111,108	\$109,926	\$107,562	\$101,652	\$93,378	\$87,468	\$80,376	\$72,102	\$66,192	\$60,282	\$890,046
School Board ⁴	17.23	0.01723	\$194,354	\$192,287	\$188,152	\$177,814	\$163,340	\$153,002	\$140,597	\$126,124	\$115,786	\$105,448	\$1,556,903
School Board ^{4a}	14.08	0.01408	\$158,822	\$157,133	\$153,754	\$145,306	\$133,478	\$125,030	\$114,893	\$103,066	\$94,618	\$86,170	\$1,272,269
Parish Government ⁵	28.94	0.02894	\$326,443	\$322,970	\$316,025	\$298,661	\$274,351	\$256,987	\$236,150	\$211,841	\$194,477	\$177,113	\$2,615,018
Special Districts ⁶	30.33	0.03033	\$342,122	\$338,483	\$331,204	\$313,006	\$287,528	\$269,330	\$247,493	\$222,016	\$203,818	\$185,620	\$2,740,619
Municipality ⁷	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	101.70	0.10170	\$1,147,176	\$1,134,972	\$1,110,564	\$1,049,544	\$964,116	\$903,096	\$829,872	\$744,444	\$683,424	\$622,404	\$9,189,612
Taxing Body	Millage Rate ²	Converted Millage Rate	YEAR 1 COLLECTED AMOUNT	YEAR 2 COLLECTED AMOUNT	YEAR 3 COLLECTED AMOUNT	YEAR 4 COLLECTED AMOUNT	YEAR 5 COLLECTED AMOUNT	YEAR 6 COLLECTED AMOUNT	YEAR 7 COLLECTED AMOUNT	YEAR 8 COLLECTED AMOUNT	YEAR 9 COLLECTED AMOUNT	YEAR 10 COLLECTED AMOUNT	TOTAL COLLECTED AMOUNT
Assessor	1.27	0.00127	\$3,581	\$3,543	\$3,467	\$3,277	\$3,010	\$2,819	\$2,591	\$2,324	\$2,134	\$1,943	\$28,689
Sheriff	9.85	0.00985	\$27,777	\$27,482	\$26,891	\$25,413	\$23,345	\$21,867	\$20,094	\$18,026	\$16,548	\$15,071	\$222,512
School Board ⁴	17.23	0.01723	\$48,589	\$48,072	\$47,038	\$44,453	\$40,835	\$38,251	\$35,149	\$31,531	\$28,946	\$26,362	\$389,226
School Board ^{4a}	14.08	0.01408	\$39,706	\$39,283	\$38,438	\$36,326	\$33,370	\$31,258	\$28,723	\$25,766	\$23,654	\$21,542	\$318,067
Parish Government ⁵	28.94	0.02894	\$81,611	\$80,743	\$79,006	\$74,665	\$68,588	\$64,247	\$59,038	\$52,960	\$48,619	\$44,278	\$653,755
Special Districts ⁶	30.33	0.03033	\$85,531	\$84,621	\$82,801	\$78,251	\$71,882	\$67,333	\$61,873	\$55,504	\$50,954	\$46,405	\$685,155
Municipality ⁷	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	101.70	0.10170	\$286,794	\$283,743	\$277,641	\$262,386	\$241,029	\$225,774	\$207,468	\$186,111	\$170,856	\$155,601	\$2,297,403

SOURCE: Calcasieu Parish Assessor's Office

SOURCE: Calcasieu Parish Assessor's Office

NOTES:

1. Depreciation is based upon the current 2020 Table 2503.D provided by the Louisiana Tax Commission.
2. Used known millage rates as of the date above and subject to change in the future.
3. Land and inventory are excluded from exemption under ITEP.
4. School Board millage rate total includes the adopted millage rate for PARISHWIDE SCHOOL MILLAGES
- 4a. School Board SPECIAL millage rate total includes the adopted millage rate for SPECIAL SCHOOL MILLAGES in the area.
5. Parish Government millage rate total includes the adopted millage rate for POLICE JURY.
6. Special districts millage rate total includes the adopted millage rate for ANY SPECIAL DISTRICT in the area
7. Municipality millage rate total includes the adopted millage rate for any municipality if located within a City Limit.

ADVANCE RECEIVED DATE: 9/11/2019
APPLICATION RECEIVED DATE: 2/21/2020
APPLICATION BOARD APPROVAL DATE: 1/1/2019
ESTIMATED PROJECT START DATE: 6/30/2021
ESTIMATED PROJECT END DATE:
AFFID OF FINAL COST DATE:
CONTRACT EFFECTIVE DATE:
CONTRACT EXPIRATION DATE:
RENEWAL BOARD APPROVAL DATE:
RENEWAL EFFECTIVE DATE:
RENEWAL EXPIRATION DATE:
PCR START DATE:
PCR END DATE:
LEGISLATION RULE:
OPERATIONS COMMENCEMENT DATE:

Post EO 2018
10/31/2019

CALCASIEU PARISH

ITEM IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES

10 YEARS TAX ABATEMENT AT 80% EXEMPTION years 1-5, 80% years 6-10

Project Name: Investment Amount: \$100,000,000 Company Name: Indorama Ventures DATED: 2/26/2020

Ward: WARD 4 Parcel # 13353380

Location: 4300 HWY 108 Westlake, LA

15 Yr Depreciation Rate ¹			0.43	0.37	0.33	0.30	0.29	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Depreciated Value			43,000,000	37,000,000	33,000,000	30,000,000	29,000,000	30,000,000	30,000,000	30,000,000	30,000,000	30,000,000	30,000,000	30,000,000
100% Assessed Value			6,450,000	5,550,000	4,950,000	4,500,000	4,350,000	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000
80% Assessed Value		0.8												
Taxing Body	Millage Rate²	Converted Millage Rate	YEAR 11 EXEMPT AMOUNT	YEAR 12 EXEMPT AMOUNT	YEAR 13 EXEMPT AMOUNT	YEAR 14 EXEMPT AMOUNT	YEAR 15 EXEMPT AMOUNT	YEAR 16 EXEMPT AMOUNT	YEAR 17 EXEMPT AMOUNT	YEAR 18 EXEMPT AMOUNT	YEAR 19 EXEMPT AMOUNT	YEAR 20 EXEMPT AMOUNT	TOTAL EXEMPTION AMOUNT	
Assessor	1.27	0.00127	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sheriff	9.85	0.00985	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
School Board ⁴	17.23	0.01723	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
School Board ^{4a}	14.08	0.01408	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parish Government ⁵	28.94	0.02894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Districts ⁵	30.33	0.03033	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Municipality ⁷	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	101.70	0.10170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxing Body	Millage Rate²	Converted Millage Rate	YEAR 11 COLLECTED AMOUNT	YEAR 12 COLLECTED AMOUNT	YEAR 13 COLLECTED AMOUNT	YEAR 14 COLLECTED AMOUNT	YEAR 15 COLLECTED AMOUNT	YEAR 16 COLLECTED AMOUNT	YEAR 17 COLLECTED AMOUNT	YEAR 18 COLLECTED AMOUNT	YEAR 19 COLLECTED AMOUNT	YEAR 20 COLLECTED AMOUNT	TOTAL COLLECTED AMOUNT	
Assessor	1.27	0.00127	\$8,192	\$7,049	\$6,287	\$5,715	\$5,525	\$5,715	\$5,715	\$5,715	\$5,715	\$5,715	\$61,341	
Sheriff	9.85	0.00985	\$63,533	\$54,668	\$48,758	\$44,325	\$42,848	\$44,325	\$44,325	\$44,325	\$44,325	\$44,325	\$475,755	
School Board ⁴	17.23	0.01723	\$111,134	\$95,627	\$85,289	\$77,535	\$74,951	\$77,535	\$77,535	\$77,535	\$77,535	\$77,535	\$832,209	
School Board ^{4a}	14.08	0.01408	\$90,816	\$78,144	\$69,696	\$63,360	\$61,248	\$63,360	\$63,360	\$63,360	\$63,360	\$63,360	\$680,064	
Parish Government ⁵	28.94	0.02894	\$186,663	\$160,617	\$143,253	\$130,230	\$125,889	\$130,230	\$130,230	\$130,230	\$130,230	\$130,230	\$1,397,802	
Special Districts ⁵	30.33	0.03033	\$195,629	\$168,332	\$150,134	\$136,485	\$131,936	\$136,485	\$136,485	\$136,485	\$136,485	\$136,485	\$1,464,939	
Municipality ⁷	0.00	0.00000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	101.70	0.10170	\$655,965	\$564,435	\$503,415	\$457,650	\$442,395	\$457,650	\$457,650	\$457,650	\$457,650	\$457,650	\$4,912,110	

SOURCE: Calcasieu Parish Assessor's Office

February 24, 2020

Superintendent Karl Bruchhaus
Attn: Mr. Wilfred Bourne, CFO
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615

RE: Indorama Ventures Olefins LLC
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20180403-ITE - \$100,000,000.00

Dear Superintendent Bruchhaus:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Indorama Ventures Olefins LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on February 21, 2020. Local governmental entities have thirty days to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng
Program Administrator
Industrial Tax Exemption Program

Cc: Assessor, Calcasieu Parish

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20180403-ITE

Date Received: 9/11/2019

PROJECT INFORMATION

Company: Indorama Ventures Olefins LLC
Project Name: Indorama
Project Location: 4300 Hwy 108 , West Lake, LA, 70669
Parish: Calcasieu
City Limits?: --

COMPANY INFORMATION

Product Manufactured: Ethylene and Propylene
Manufacturing Process/Activities: Manufacturing of 370,000 metric tons of ethylene and 30,000 tons of propylene each year.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ☐ Yes ☒ No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

PROJECT DETAILS

NAICS: 325110
Project Type: Addition
Project Start Date (beginning of construction and/or installation): 1/1/2019
Project End Date (ending of construction and/or installation): 6/30/2021
Anticipated date for the commencement of operations of this project: 10/31/2019
Project Description:

This project entails the renovation and restart of a dormant PPG ethane cracker plant. The company is a chemical manufacturer and will be manufacturing 370,000 metric tons of ethylene and 30,000 tons of propylene each year. This project entails enhancements and upgrades to the tower, boiler, furnace, heat exchanger and electrical system. It also entails new piping, valves and pumps.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? ☐ Yes ☒ No

Calendar Years: 2019

ESTIMATED INVESTMENTS

Building & Materials:	\$0.00
Machinery & Equipment:	\$58,000,000.00
Labor & Engineering:	\$42,000,000.00
Estimated Total Investment Amount:	\$100,000,000.00
Less: Restricted Amount:	\$0.00
Total Estimated Investments:	\$100,000,000.00

ESTIMATED JOBS

Existing Jobs at Project Site:	132	
Existing Jobs Statewide:	132	
Will this project create new jobs?		☐ Yes ☒ No
New Direct Jobs:	5	
Contract Jobs:	0	
Will new jobs be created in phases?	2019 - 2 Jobs 2020 - 3 jobs	
Explain:		
Construction Jobs:	100	
Total Estimated Jobs:	237	
New Jobs for this phase:	0	
If no new jobs are being created with this project, will existing jobs be retained?		☐ Yes ☒ No
If yes, provide a compelling reason(s) for retention:		

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$17,062,882.00
Existing Jobs Statewide Payroll:	\$17,062,882.00
New Direcy Jobs Payroll:	\$250,000.00
Contract Jobs Payroll:	\$0.00
Construction Jobs Payroll:	\$40,000,000.00
Total Estimated Payroll:	\$57,312,882.00
New payroll for current phase:	\$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.0961

This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: Proof of Millage/Location form must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 572052.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC?

☒ Yes ☐ No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

ESTIMATED BENEFIT

Investment Amount:	\$100,000,000.00
x Assessment Percentage:	0.15
x Millage Rate:	0.0961
=Annual Exemption	\$1,441,500.00
Annual Exemption * 5 years at 80%	\$5,766,000.00
+ Annual Exemption * 5 years at 80%	\$5,766,000.00
=Estimated Ten Year Property Tax Exemption	\$11,532,000.00

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$11,532,000.00
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$15,000.00
Amount Paid:	\$15,000.00
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage Rate	Indorama ProofofMillageLocationVerificationForm.pdf	8/28/2019
Notarized Affidavit	Signed Contract Affidavit 20180403.pdf	9/6/2019
Breakdown of Purchases	ITEBreakdownofPurchases vFinal.xlsx	9/6/2019
Baseline Calculation Worksheet	Baseline Employment Worksheet Signed Updated.pdf	10/18/2019

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$15,000.00	9/11/2019	19091141704926	Credit Card

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Robert	Wege	rwege@sumitcredits.com	Sumit Credits, LLC	PO Box 910 , Watson, LA, 70786	(225) 664- 2160	Consultant
Vineet	Gupta	vineet.gupta@us.indorama.net	Indorama	4300 Hwy 108 , Westlake, LA, 70669	(337) 502- 4744	Business Signatory

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Jesse	Broderick	jbroderick@sumitcredits.com	Sumit Credits, LLC	PO Box 910 , Watson, LA, 70786	(225) 664- 2160	Consultant

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: CFO

First Name: Anish

Last Name: Goyal

Email Address: anish.goyal@ivxp.indorama.net

CERTIFICATION STATEMENT

☒ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Anish Goyal**

, approve the above information.

Anish

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20180403)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

INDORAMA VENTURES OLEFINS LLC

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made between:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

INDORAMA VENTURES OLEFINS LLC ("Company"), a limited liability company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer:

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company has undertaken the renovation and restart of a dormant PPG ethane cracker plant located in Calcasieu Parish (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Calcasieu Parish; and

WHEREAS, the Company anticipates that the Project will be constructed in Phases spanning one or more years prior to the Company's commencement of Operation; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax,

other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

"Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

"Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.

"Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or assignment is made in accordance with this Agreement.

"Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

"Board" means the Louisiana Board of Commerce and Industry.

"Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

"Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

"Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

"Company" means Indorama Ventures Olefins LLC, a Delaware limited liability company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means any business entity that controls or is controlled by the Company or

by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.

"Company Default" is defined in Section 6.01(B).

"Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01(A).

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

"Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project, which may occur in and is inclusive of Phases.

"Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project, including each Phase of the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"Exemption Period(s)" means, for each Phase of the Project, the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), with each Exemption Period beginning on January 1 of the first Project Year after which each Phase becomes Operational or completes construction. The Exemption Period for any Phase of the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

"Governor" means the Governor of the State of Louisiana.

"ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

"Jobs" means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and

- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

"LED" means Louisiana Department of Economic Development.

"Legislature" means the Legislature of the State of Louisiana.

"Local Governmental Entities" with regard to [PARISH] Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

"Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

"Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

"Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

"Phase" means that portion of the Project that becomes Operational or completes construction for which Capital Expenditures are made and, in the following Project Year, becomes subject to the Exemption provided by an Exemption Contract to which this Agreement is attached as Exhibit A.

"Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals, which may occur in Phases.

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31 of each year identified in Section 4.02(B).

"Qualified Contractor" means a business entity other than Company or Company Affiliate,

acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

"Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

"Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.

"Required Annual Payroll" is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

"Rule(s)" mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

"Secretary" means the Secretary of the Louisiana Department of Economic Development.

"State" means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties' respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

ARTICLE IV OBLIGATIONS

Section 4.01 LED Obligations

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years for each Phase and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years for each Phase with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

(A) Commencement of Operation. The Company intends to proceed with commercially reasonable due diligence to establish or expand the Manufacturing Establishment and commence Operation by October 31, 2019 as described in the ITEP application form filed or to be filed for this Project. During the construction period, which Company anticipates will span multiple years, Company projects that it will expend approximately \$100,000,000.00 in Capital Expenditures [and that the Project could provide approximately 100 full time equivalent construction jobs as well as the creation Jobs, including 0 Jobs by a Qualified Contractor, and corresponding Payroll. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2020	2	\$0
2021	3	\$100,000.00
2022	5	\$150,000.00
2023	5	\$250,000.00
2024	5	\$250,000.00
2025	5	\$250,000.00
2026	5	\$250,000.00
2027	5	\$250,000.00
2028	5	\$250,000.00
2029	5	\$250,000.00
2030	5	\$250,000.00
2031	5	\$250,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

ARTICLE V ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

ARTICLE VI DEFAULT AND RENEWAL CONSIDERATION

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a

default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of any Exemption Contract shall constitute a Company Default with a corresponding remedy:

(1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules.

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;

(4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract(s) for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract(s) under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company; in which case the terms of the Exemption Contract(s) shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition

herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages.

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

ARTICLE VII REPORTS; AUDIT

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of

Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

ARTICLE VIII TERM

The Term of this agreement shall extend from the Effective Date until the end of the last Exemption Period for the Project.

ARTICLE IX MISCELLANEOUS

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:

Robert Wege or Jesse Broderick
Sumit Credits, LLC
P.O. Box 910
Watson, LA 70786
rwege@sumitercredits.com or jbroderick@sumitercredits.com
225-664-2160

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

(1)

Signature

Printed Name

(2)

Signature

Printed Name

INDORAMA VENTURES OLEFINS, LLC

By:

Signature

DEEPAK KUMAR KEDIA

Printed Name

Title:

COO

Date:

02 / 18 / 2020

WITNESSES:

(1) Frank Favalro
Signature

Frank Favalro
Printed Name

(2) Kristin Cheng
Signature

Kristin Cheng
Printed Name

LED CONTRACT MONITOR

Had Usic
Signature

Had Usic
Printed Name

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

By: Don Pierson
Don Pierson, Secretary or Anne Villa,
Undersecretary

Date: 02-19-2020

EXHIBIT 1

(Company Authorizing Resolution)

INDORAMA VENTURES OLEFINS LLC

SECRETARY'S CERTIFICATE

I, Hunter Stamey, DO HEREBY CERTIFY, that I am the General Counsel and Secretary of INDORAMA VENTURES OLEFINS LLC (the "Company"), a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Delaware and am keeper of the records thereof; that the following is a true, correct and compared list of the current Board of Managers of the Company:

Mr. DK Agarwal	Director
Mr. SN Mohta	Director
Mr. Deepak Kedia	Director
Mr. Joel Saltzman	Director

I DO FURTHER HEREBY CERTIFY, that the following is a true, correct and compared list of the current officers of the Company:

Mr. SN Mohta	President
Mr. Deepak Kedia	Chief Operating Officer
Mr. Anand Kumar Agrawal	Vice President and Assistant Secretary
Mr. Anish Goyal	Vice President
Mr. Hunter Stamey	Secretary

I DO FURTHER HEREBY CERTIFY that attached hereto is a true, correct and compared Certified Copy of the Certificate of Organization of the Company indicating its formation under the laws of the State of Delaware, United States.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of September 2019.


Hunter Stamey
General Counsel and Secretary

2020 Expirations			
CONTRACTED EMPLOYEE	EXPIRATION DATE	LOCATION	
PRINCIPALS			
Adaway, Nicole	7/31/2020	M.J. Kaufman Elementary	
Alcock, Emily	7/31/2020	T.S. Cooley Elementary	
Anderson, Shonna	7/31/2020	Molo Middle	
Baynes, Sam	7/31/2020	LaGrange High	
Bertrand, Lori	7/31/2020	Fairview Elementary	
Brinkley, Brad	7/31/2020	Maplewood Elementary	
Brooks, Kristin	7/31/2020	R.W. Vincent Elementary	
Caldarera, Frank	7/31/2020	S.P. Arnett Middle	
Caldwell, Adam	7/31/2020	A.A. Nelson Elementary	
Cobian, Jose	7/31/2020	F.K. White Middle	
Coleman, Felicia	7/31/2020	Positive Connections	
Doyle, Denise	7/31/2020	DeQuincy Middle	
Fontenot, Troy	7/31/2020	Iowa High	
Granger, Gena	7/31/2020	LeBlanc Drost Middle	
Guillory, Shaunte'	7/31/2020	Pearl Watson Elementary	
Hamilton, Lynn	7/31/2020	Cypress Cove Elementary	
Harlow, Theresa	7/31/2020	DeQuincy Elementary	
Harvey, Ronnie	7/31/2020	Washington-Marion High	
Heinen, Eric	7/31/2020	Vinton High	
Jackson, Willona	7/31/2020	College Oaks Elementary	
Johnson, Ashley	7/31/2020	Watkins Elementary	
Kay, Dea Anne	7/31/2020	St. John Elementary	
McDonald, Aaron	7/31/2020	CPAS	
Mhire, Shonda	7/31/2020	Henry Heights Elementary	
Miller, Anya	7/31/2020	J.J. Johnson Elementary	
Nunez, Scott	7/31/2020	Bell City High	
Ortego, Julie	7/31/2020	Prien Lake Elementary	
Savoy, Tim	7/31/2020	Gillis Elementary	
Smith, Cary	7/31/2020	Starks High	
St. Mary, Shaalom	7/31/2020	Oak Park Elementary	
Yellott, Randy	7/31/2020	Barbe High	

ASSISTANT PRINCIPALS			
Andrews, Karen	7/31/2020	Henry Heights Elementary	
Askew, Kashia	7/31/2020	Gillis Elementary	
Barrentine, Dielle	7/31/2020	Sulphur High 9th	
Bowie, Crystal	7/31/2020	Washington-Marion High	
Brown, Wendy	7/31/2020	Maplewood Elementary	
Comeaux, Lindsey	7/31/2020	Dolby Elementary	
Conrad, Mari-Scott	7/31/2020	Sam Houston High	
Deason, Jill	7/31/2020	Kaufman Elementary	
Durio, Kelly	7/31/2020	College Oaks Elementary	
Elbert, Jennifer	7/31/2020	Molo Middle	
Fontenot, Lacey	7/31/2020	F.K. White Middle	
Foolkes, Jason	7/31/2020	Bell City High	
Fralick, Melina	7/31/2020	T.S. Cooley Elementary	
Freeman, Ezola	7/31/2020	Pearl Watson Elementary	
Fultz, Michael	7/31/2020	W.W. Lewis Middle	
Gallien, Brandi	7/31/2020	T.H. Watkins	
Giffin, Lauren	7/31/2020	Maplewood Middle	
Goodly, Jerome	7/31/2020	Barbe High	
Guillory, Angela	7/31/2020	Moss Bluff Middle	
Johnson, Nancy	7/31/2020	Fairview	
Jones, Zach	7/31/2020	DeQuincy High	
LeBlanc, Adri-Ann	7/31/2020	Vinton Middle	
LeBleu, Shelley	7/31/2020	Iowa High	
LeJeune, Renee	7/31/2020	S.J. Welsh Middle	
Leonards, Jason	7/31/2020	Bell City High	
McDaniel, Darrell	7/31/2020	Washington-Marion High	
Meche, Susan	7/31/2020	College St. T&I	
Nash, Abraham	7/31/2020	Washington Marion High	
Norris, Odis	7/31/2020	LaGrange High	
Patton, Andy	7/31/2020	Sulphur High	
Pousson, John	7/31/2020	DeQuincy Middle	
Richard, Sean	7/31/2020	Iowa High	
Robertson, Ruth	7/31/2020	DeQuincy Elementary	
Sellers, Melissa	7/31/2020	W.W. Lewis Middle	

Stephens, Anthony	7/31/2020	S.J. Welsh Middle	retiring end of year
Thibodeaux, Shaquana	7/31/2020	Molo Middle	
Thigpen, Jeremy	7/31/2020	Starks High	
VanMetre, Amanda	7/31/2020	Vinton High	
Vincent, Casey	7/31/2020	S.J. Welsh Middle	
Ware, Jaclyn	7/31/2020	Cypress Cove Elementary	
Whitley, Denise	7/31/2020	S.P. Arnett Middle	
SUPERVISORS			
Broussard, Kim	6/30/2020	CWA	
Fuselier, Jeremy	6/30/2020	SPED	
Hardy, Melinda	6/30/2020	Personnel	
Hill, Wendy	6/30/2020	SPED	
Hunter, Lawrence	6/30/2020	Personnel	
LeBlanc, James	6/30/2020	CWA	
McDonald, Eric	6/30/2020	CWA	
Snyder, John	6/30/2020	Payroll	
Vail, Richard	6/30/2020	Federal Programs	
Vidrine, Dan	6/30/2020	C&I - Art Dept.	
DIRECTORS			
Bent, Dennis	6/30/2020	Accounting & Budget	
Fontenot, Mary	6/30/2020	Transportation	
Foster, Wayne	6/30/2020	Internal Auditing	
Hebert, Tammy	6/30/2020	High School Dept.	
LeLeux, Keith	6/30/2020	CWA	
Reado, George	6/30/2020	C&I - Elementary Dept.	
Tyree, Kimberly	6/30/2020	Sales Tax	
CHIEF FINANCIAL OFFICER			
Bourne, Wilfred, Jr.	6/30/2020		
RISK MANAGER			
Fontenot, Skylar	6/30/2020		

ADMINISTRATIVE DIRECTORS			
Joubert, Michelle	6/30/2020	Early Childhood	
Pete, Robert	6/30/2020	C&I - High School	
Portie, Jill	6/30/2020	C&I - Elem School	
ADMINISTRATIVE COORDINATOR			
Williams, Karen	6/30/2020	A/P/Gifted/Talented/REACH	
COORDINATOR			
Collins, Terry	6/30/2020	Teacher/Leader Support	
CONSTRUCTION MANAGER			
Heath, Harold	6/30/2020		
MAINTENANCE PLANNER			
Brown, Kenny	6/30/2020		

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Sam Houston High School - Football Field Improvements and Visitor Side Concession Building and Gillis Elementary New 6 Classroom Pod with Restrooms and Restroom Addition to Existing Riverboat Pods.

Funds: District 27 Capital Projects Fund

Designer:

Champeaux, Evans, Hotard Architects, APAC and Moss Architects, Inc.

Advertise: to be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Brown, Bruchhaus, Heath, Trahan, Grigg

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: A.M. Barbe High School Phase 11- Renovations to Restrooms

Funds: 50 Million

Designer: Randy M. Goodloe, AIA, APAC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Bruchhaus, Heath, Grigg

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Brenda Hunter Head Start-Phase 3

Funds: SD # 31 Bond Funds

Designer: Moss Architects, Inc.

Advertise: to be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Bruchhaus, Heath, Grigg

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

College Oaks Elementary - AC Improvements

Funds: 2017 All Districts Capital Projects Fund (50 Million Allocation)

Designer:

Moss Architects, Inc.

Advertise: to be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Bruchhaus, Heath, Grigg

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

A A Nelson Elementary Restroom Renovations

Funds: 2017 All Districts Capital Projects Fund (50 Million Allocation)

Designer:

Brossett Architect, LLC

Advertise: To be determined

Karl Bruchhaus , Secretary
Calcasieu Parish School Board

Cc: Bourne, Heath,

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

Dequincy High School Weight Room

Funds: 2017 All Districts Capital Projects Fund (50 Million Allocation)

Designer:

Duhon & Pleasant Civil and Structural Engineers

Advertise: To be determined

Karl Bruchhaus , Secretary
Calcasieu Parish School Board

Cc: Bourne, Heath,

Memorandum

Date: 03-10-20

To: CPSB

From: Kim Leblanc

Re: Bid Approval for E-Rate Yr. 23(20-21)

Technology Department is requesting for approval for
E-Rate Yr. 23 (20-21) on the following bids:

322-NS	Network Switches	Proposals were received from Waypoint-Dell, mVation and Detel	Bid awarded to Waypoint –Dell for lowest price meeting specifications
322-Data Wiring & Equipment Installation	Data Wiring & Equipment Installation	Proposals were received from National Networks and Detel	Bid awarded to National Networks for lowest price meeting specifications

13.A.

CHANGE ORDER

Change Order No.: 5
Date: **March 2, 2020**
Contract Date: **June 13, 2018**

Project: **Sam Houston High School
New Gymnasium and Band Building
For Calcasieu Parish School Board**

Project No.: **Calcasieu Parish School Board - Project No. 2018-19PC
Champeaux Evans Hotard - Project No. 1724**

To: **Pat Williams Construction, LLC
1321 Hodges Street
Lake Charles, LA 70601**

You are directed to make the following change(s) in this Contract:
(Attach Itemized Breakdown)

The Original Contract Sum	\$7,149,000.00
Net Change by Previous Change Order	<u>\$44,854.79</u>
Contract Sum Prior to this Change Order	\$7,193,854.79
Contract Sum will be <u>increased</u> by this Change Order	<u>\$40,927.80</u>
New Contract Sum Including this Change Order	\$7,234,782.59

Contract Time will be increased by: **59 days**
Revised Contract Completion Date: **May 29, 2020**

RECOMMENDED

**Champeaux Evans
Hotard, APAC
(ARCHITECT)**

**702 Dr. Michael DeBakey Dr.
Lake Charles, LA 70601**

By: 

Dated: **3/2/2020**

ACCEPTED

**Pat Williams
Construction, L.L.C.
(CONTRACTOR)**

**1321 Hodges Street
Lake Charles, LA 70601**

By: _____

Dated: _____

APPROVED

**Calcasieu Parish
School Board
(OWNER)**

**P. O. Box 800
Lake Charles, LA 70602**

By: _____

Dated: _____



CHAMPEAUX
EVANS
HOTARD
ARCHITECTS

2000 JEFFERSON BLVD
HOUSTON, TX 77002

PH: 713.865.1100
FAX: 713.865.1101

www.champeaux.biz

Date: **March 2, 2020**

To: **Calcasieu Parish School Board
Planning & Construction Department**

Attn.: **Mr. Harold Heath, Construction Manager**

From: **Champeaux Evans Hotard, APAC
Brad Evans**

Re: **Sam Houston High School
New Gymnasium and Band Building
For Calcasieu Parish School Board
CPSB Project #2018-19PC
CEH Project # 1724**

Change Order No. 5 – Recap

Change Request No. 18

Provide and install 12mm (1/2") rolled rubber flooring with 80% Black/10% Purple/10% Yellow color, in lieu of sealed concrete, at Weight Room 134, as requested by the Owner.
(Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$21,145.21
Days Requested:	ADD	7 days

Change Request No. 19

Provide and install vinyl-covered gypsum board tile acoustical ceilings in lieu of exposed painted structure at Vestibule 109 & 117. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$617.10
Days Requested:	ADD	0 days

Change Request No. 24

Modifications to building plaque and letters, as requested by the Owner.
(Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$370.00
Days Requested:	ADD	0 days

Change Request No. 25

Modifications to Music Casework in the Band Area, to provide additional storage for instruments, equipment, and uniforms, as requested by the Owner.
(Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$3,509.49
Days Requested:	ADD	3 days

Sam Houston High School
New Gymnasium & Band Building
For Calcasieu Parish School Board
CPSB Project #2018-19PC
CEH Project # 1724
Change Order No.5 - Recap
March 3, 2019
Page 2 of 2

Change Request No. 27

Modifications to Band Entrance Drive, Dumpster Area, and addition of catch basin, drainage piping, and subsurface piping connection to downspouts at the Southwest side of the building, as discussed with the Owner. (Refer to supporting documentation, attached hereto.)

Amount Requested:	ADD	\$16,231.00
Days Requested:	ADD	14 days

Change Request No. 28

Delete (10) Trash Receptacles, to be provided by Owner.
 (Refer to supporting documentation, attached hereto.)

Amount Requested:	DEDUCT	(\$945.00)
Days Requested:	ADD	0 days

Weather-Related Delays

Weather-related delays documented for the following months, less days allowed for by the Contract Documents. (Refer to supporting documentation, attached hereto.)

<u>Month</u>	<u>Documented Weather Related Delays</u>	<u>Weather-Related Days Allowed</u>	<u>Additional Days Granted</u>
August, 2019	11 days	(5 days)	6 days
September, 2019	13 days	(4 days)	9 days
October, 2019	15 days	(3 days)	12 days
November, 2019	12 days	(5 days)	7 days
December, 2019	9 days	(8 days)	1 day
January, 2020	9 days	(11 days)	0 days
		Days Requested:	ADD 35 days

**Total Contract Amount modification recommended
for Change Order No.5**

ADD \$40,927.80

**Total Contract Time modification recommended
for Change Order No.5**

ADD 59 days

CHANGE ORDER

Change Order No.: Two (2)
 Date: February 14, 2020
 Contract Date: April 10, 2019
 Work Order Date: May 6, 2019
 Project: PHASE 2 – New Two Story Classroom Wing,
Restroom Renovations. New Hydronic Piping
2017 BOND ISSUE IMPROVEMENTS
WASHINGTON-MARION HIGH SCHOOL
Calcasieu Parish School Board
 Project No.: 2019-07PC
 To: Pat Williams Construction, LLC

You are directed to make the following change in this contract:
 (Attach Itemized Breakdown)

The Original Contract Sum	\$ 3,799,000.00
Net Change by Previous Change Order	\$ 10,348.08
Contract Sum Prior to This Change Order	\$ 3,809,348.08
Contract Sum will be increased by this Change Order	\$ 78,379.96
New Contract Sum Including This Change Order	\$ 3,887,728.04
Contract Time Will Be Increased By	<u>49</u> Days
Contract Completion Date	July 26, 2020

RECOMMENDED

Ellender Architects &
 Associates, LLC
 (Designer)

1521 Cypress Street
Sulphur, LA 70663

By: 

Date: 2.14.2020

ACCEPTED

Pat Williams
 Construction, LLC
 (Contractor)

1321 Hodges Street
Lake Charles, LA 70601

By: 

Date: 2-19-2020

APPROVED

Calcasieu Parish
 School Board
 (Owner)

3310 Broad Street
Lake Charles, LA 70615

By: _____

Date: _____

ELLENDER Architects & Associates, LLC



E. J. ELLENDER, AIA
ARCHITECT



MOSS ARCHITECTS, INC.
PROJECT MANAGEMENT
DAVID M. MOSS, AIA
ARCHITECT

PHASE 2 – NEW 2 STORY CLASSROOM WING RESTROOM RENOVATIONS, NEW HYDRONIC PIPING

2017 BOND ISSUE IMPROVEMENTS

WASHINGTON-MARION HIGH SCHOOL

Change Order #2 - Itemization

Item #1 – Underground Storm Water Drainage & Retention System

To provide and install an underground storm water drainage and retention system to satisfy the City of Lake Charles storm water drainage requirements. This particular drainage improvement system is only related to the above referenced project.

A drainage impact study related to this classroom wing addition area of the Washington-Marion campus was performed by Duhon and Pleasant Engineers.

ADD\$ 78,379.96

TOTAL this CHANGE ORDER #2:ADD \$ 78,379.96

Contract Time Extension – Increase Calendar Days

Our office is recommending a contract time extension of 49 calendar days due to the following circumstances:

Inclement Weather – Numerous days were recorded with inclement weather that prevented work progression. The days exceeded anticipated days stipulated in the Contract.35 days

May 2019	2 days	September 2019	3 days
June 2019	3 days	October 2019	9 days
July 2019	5 days	January 2020	2 days
August 2019	11 days		

City of Lake Charles Drainage Impact Work – The underground drainage work to comply with the City of Lake Charles requirements has impacted the construction schedule. Part of this scope of work will have to be completed after completion of the exterior façade work.....14 days

CHANGE ORDER

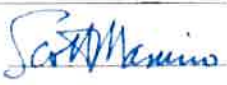
Change Order No.: One (1)
 Date: February 4, 2020
 Contract Date: January 20, 2020
 Project: COVERED PAVILIONS AND RESTROOMS
R.W. VINCENT ELEMENTARY SCHOOL
ALONZO LEBLANC MIDDLE SCHOOL
2017 All Districts Capital Projects Fund
Calcasieu Parish School Board
 Project No.: 2020-05PC
 To: Calcasieu Parish School Board

You are directed to make the following change in this contract:
 (Attach Itemized Breakdown)

The Original Contract Sum	\$ 1,122,000.00
Net Change by Previous Change Order	\$ - 0 -
Contract Sum Prior to This Change Order	\$ 1,122,000.00
Contract Sum Will Be <u>Decreased</u> By This Change Order	(\$ 4,234.00)
New Contract Sum Including This Change Order	\$ 1,117,766.00
Contract Time Will Be <u>Unchanged</u>	- 0 - Days
Revised Contract Completion Date:	<u>N/A</u>

RECOMMENDED
 Ellender Architects &
 Associates, LLC
 (Designer)

1521 Cypress Street
Sulphur, LA 70663

By: 
 Date: 2.4.2020

ACCEPTED
 K & J Development, LLC
 (Contractor)

P.O. Box 12489
Lake Charles, Louisiana
70612

By: 
 Date: 2.4.2020

APPROVED
 Calcasieu Parish
 School Board
 (Owner)

3310 Broad Street
Lake Charles,
Louisiana 70615

By: _____
 Date: _____

ELLENDER Architects & Associates, LLC



Change Order #1 – Itemization

February 20, 2020

COVERED PAVILIONS & RESTROOMS R.W. VINCENT ELEMENTARY SCHOOL ALONZO LEBLANC MIDDLE SCHOOL 2017 ALL DISTRICTS CAPITAL PROJECTS FUND Calcasieu Parish School Board

Item 1: Revise Temporary Construction Access Roads

To revise routing and implement usage of existing paved areas to facilitate construction access at R.W. Vincent Elementary and LeBlanc Middle Schools.

DEDUCT. (\$ 18,675.00)

Item 2: New Sidewalks at LeBlanc Middle School

To provide and install 135' of new sidewalks to comply with Office of State Fire Marshal egress requirements.

ADD \$ 4,657.50

Item 3: New Sidewalks at R.W. Vincent Elementary

To provide and install 240' of new sidewalks to comply with Office of State Fire Marshal egress requirements. This includes through walk drain plates and hydroseeding of areas adjacent to new sidewalks.

ADD \$ 13,827.50

Item 4: Fire-Rated Hollow Metal Door and Frame

To provide fire-rated hollow metal door and frame at Door #1 in lieu of aluminum storefront doors to comply with Office of State Fire Marshal requirements.

ADD \$ 2,206.00

Item 5: Keep Temporary Access Road at R.W. Vincent Elementary

To credit CPSB for not removing the temporary access road at R.W. Vincent after project is complete.

DEDUCT (\$ 6,250.00)

Total this Change Order #1 (DEDUCT) (\$ 4,234.00)

Contract Time will be Unchanged.

RECOMMENDATION OF ACCEPTANCE

Date: February 4 2020

Project No.: MA1710A **Bid No.:** _____

Project Name: Brenda Hunter Head Start Improvements
Phase II

Designer: Moss Architects, Inc.

Contractor: Keiland Construction, LLC

Owner: Calcasieu Parish School Board

I 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 the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

Date of Acceptance: February 3, 2020

Contract Date of Completion: January 29, 2020

Number of Days (As of Acceptance Date) (Overrun) (Underrun) N/A

Liquidated Damages Per Day Stipulated in Contract: \$ N/A

Value of Punch List (attach itemized list): \$ 5,200.00

Was part of project occupied prior to Acceptance: Yes

Portion Occupied: All renovated areas in existing building. August 15, 2019

Signed: _____

Architect

For Use of Owner

I concur in the Acceptance of this project: **Signed:** _____

Owner

BRENDA HUNTER HEAD START IMPROVEMENTS PHASE II
CALCASIEU PARISH SCHOOL BOARD
NEW MULTIPURPOSE ROOM ADDITION

PUNCH LIST

February 2020

Architectural Items	Values:
1) Provide Owner with all warranties, supplies, and surplus, materials as specified	\$500.00
2) Provide architect with as-built drawings & project record documents as specified	\$500.00
3) Provide lockbox for HVAC control devices.	\$300.00
4) Provide base at entry hall to Multipurpose Room	\$300.00
5) Provide trim to conceals gaps in Tectum panels at ceiling to wall connection	\$500.00
6) Provide 24' shelving units in Resource Room	\$1000.00
Mechanical Items	
1) Provide 3 sets of O&M manuals in plastic binders for all mechanical and plumbing equipment. Include TAB report, manufacturer warranties, as-built record drawings, etc..	\$500.00
2) Provide "as-built" redline record drawings showing any deviations from the plans and specifications for all HVAC and plumbing systems. Include copy in O&M manuals.	\$500.00
3) Secure electric water cooler in Multipurpose room to wall.	\$100.00
Electrical Items	
1) Furnish accurate Record drawings	\$1000.00
2) Furnish O&M Manuals	
3) Furnish signed confirmation from owner and the A/V system has been completed & in-serviced to proper personnel	
4) Furnish written certification Surveillance System has been tested and found to be in proper working condition	
Total:	\$5,200.00

CHANGE ORDER

Change Order No: 2Date: February 20, 2020Project: St. John ElementaryGymnasiumProject No: MA1815Bid No.: 2019-21PCTo: Calcasieu Parish School Board

You are directed to make the following change in this contract:
(Attach itemized breakdown)

The Original Contract Sum \$1,874,500.00Net Change by Previous Change Orders \$11,533.00Contract Sum Prior to this Change Order \$1,886,033.00Contract Sum will be unchanged by this Change Order: \$0.00New Contract Sum including this Change Order \$1,886,033.00Contract Time will be (~~unchanged~~~~increased~~~~decreased~~) by this Change Order: 61 DaysRevised Contract Completion Date June 24, 2020

RECOMMENDED

Moss Architects, Inc.
(Designer)3221 Ryan Street, Ste B
Lake Charles, LA 70601By: Date: 2/21/20

ACCEPTED

Pat Williams Construction, LLC
(Contractor)1200 E. McNeese St.
Lake Charles, LA 70607By: Date: 2/27/2020

APPROVED

Calcasieu Parish School Board
(Owner)3310 Broad Street
Lake Charles, LA 70615

By: _____

Date: _____



February 21, 2020

Proposed Change Order Items:

1) Request for Extension of Time

The construction began August 1, 2019 and was projected to be complete around May 1st. Several delays have impacted the completion time.

- A. Delays by Entergy to relocate power line to existing classroom pods. This has to be relocated before any sitework could begin. Approximately 28 days.
- B. Delays because of discovering a 3" main water line in building footprint and relocating around new Gym building and adding new cut off valves as requested by School Board. Approximately 19 days.
- C. Delays from inclement weather; days that have affected the critical path to complete the project (September 2019 – January 2020)

Total request for Extension of time: 61 Days

Note: Project projected to be complete in late June this summer. Still other delays for the delivery of pre-engineered metal building and additional inclement weather days since January have impacted the project. Contractor has agreed to try and make up time to complete the project this summer.

13.F.**CHANGE ORDER**

PROJECT NAME: RENOVATIONS TO WESTLAKE HIGH SCHOOL BASEBALL FIELD
1000 GARDEN DRIVE
WESTLAKE, LOUISIANA 70669

CONTRACT INFORMATION:

Contract For: General Construction
Contract Date: October 29, 2019

CHANGE ORDER INFORMATION:

Change Order Date: March 3, 2020
Change Order Number: 02
CO Request Number: 02 revised

OWNER:

Calcasieu Parish School Board
PO Box 800
Lake Charles, Louisiana 70602

ARCHITECT:

King Architects, Inc
1312 Sampson Street
Westlake, Louisiana 70669

CONTRACTOR:

GeoSurfaces, Inc
7080 St. Gabriel Avenue
St. Gabriel, Louisiana 70776

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change(s) and attach the itemized breakdown.)

ORIGINAL CONTRACT SUM	\$	<u>1,705,000.00</u>
NET CHANGES BY PREVIOUS CHANGE ORDERS	\$	<u>34,896.75</u>
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	\$	<u>1,739,896.75</u>
CONTRACT SUM WILL BE <u>DECREASED</u> BY THIS CHANGE ORDER - DETAILS ATTACHED	\$	<u>\$ 637,000</u>
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER	\$	<u>1,734,859.75</u>
CONTRACT TIME WILL BE _____ BY _____ DAYS		
REVISED CONTRACT COMPLETION DATE _____		

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RECOMMENDED:**ACCEPTED:****APPROVED:****ARCHITECT**

Barry D. King, AIA
King Architects, Inc.

CONTRACTOR

Charles Dawson, CEO
GeoSurfaces, Inc.

OWNER

Calcasieu Parish School Board

By _____

Dated: 03/03/2020

By _____

Dated: _____

By _____

Dated: _____

PROJECT NAME: RENOVATIONS TO WESTLAKE HIGH SCHOOL BASEBALL FIELD
1000 GARDEN DRIVE
WESTLAKE, LOUISIANA 70669

Contract For: General Construction
Contract Date: October 29, 2019

Architect's Project Number: 1619A2
CO Request Date: 3/2/2020
Change Order Request No.: 2

Calcasieu Parish School Board
PO Box 800
Lake Charles, Louisiana 70602

King Architects, Inc
1312 Sampson Street
Westlake, Louisiana 70669

GeoSurfaces, Inc
7080 St. Gabriel Avenue
St. Gabriel, Louisiana 70776

ITEM(S):

Infield dirt removal	\$	5,200.00
Remove bullpen, reduce other to 1 lane		
Concrete and GeoBase		-3600
Forming and Materials		-1000
Fencing and Gates		-2280
Turf		-2700
SUBTOTAL	\$	(4,380.00)
PROFIT & OVERHEAD 15 %	\$	(657.00)
TOTAL AMOUNT OF CHANGE ORDER REQUEST	\$	(5,037.00)

REQUESTED BY:

SIGN

PRINTED NAME AND TITLE

COMPANY

March 2, 2020

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Sheraine Goodwin	Janitor	St. John Elementary	2/5/20	Personal Reasons
Debra Kittner	Bus Driver	Cypress Cove Elementary	3/27/20	Personal Reasons
Julia Hairr Bourgeois	Sales Tax Auditor	Sales Tax	3/20/20	Transfer within Calcasieu Parish School Board
Lindsey Williams	Paraprofessional	A.A. Nelson Elementary	2/14/20	Accepted other employment
Tena Matthews-Williams	Teacher	Molo Middle	2/11/20	Personal Reasons
Kevin George	Paraprofessional	Kaufman Elementary	2/21/20	Personal Reasons
Natasha Ryder	Teacher	Fairview Elementary	2/28/20	Personal Reasons
Shelli Trahan	Teacher	Henry Heights Elementary	2/19/20	Personal Reasons
Kimberly Blanchette	Janitor	R.W. Vincent Elementary	4/20/20	Personal Reasons
Lindsey Maddox	Teacher	Oak Park Middle	2/18/20	Personal Reasons
Billie Perkins	Janitor	DeQuincy Middle	2/28/20	Accepted other employment
Karolyn Lacour	Paraprofessional	Iowa High	3/4/20	Accepted other employment
Crystal Quebodeaux	Janitor	DeQuincy Elementary	2/27/20	Personal Reasons

RETIREMENT

Lisha Langston	Program Facilitator	Federal Funds	6/12/20	
JoAnna Guillory	Teacher	Oak Park Elementary	5/22/20	
Gina Winkler	Paraprofessional	Westlake High	2/29/20	
Deborah Hilliard	Bus Driver	Combre Elementary	3/4/20	
Patrick Vanzile	Teacher	F.K. White Middle	5/22/20	

MATERNITY LEAVE

Due Date:

Shelby Thibeaux	Teacher	F.K. White Middle	2/17/20	2/17/20[B]
Kaily Glover	Teacher	St. John Elementary	2/17/20	2/21/20[B]
Danielle Fontenot	Teacher	J.I. Watson Elementary	3/1/20	3/01/20[B]
TessiJo Fontenot	Teacher	Dolby Elementary	8/10/20	8/10/20[B]
Jessica Stanford	Teacher	Gillis Elementary	8/7/20	8/08/20[B]
Natalie Morris	Pupil Appraisal	Social Worker	4/20/20	4/28/20[B]
Karen Rasberry	Teacher	College Oaks Elementary	3/13/20	3/16/20[C]

March 2, 2020

Kaci Kimball Berry	Teacher	Sulphur High	4/20/20	5/01/20[B]
Kacey Larsen	Teacher	A.A. Nelson Elementary	3/20/20	3/25/20[B]
Megan Manuel	Teacher	J.I. Watson Elementary	2/10/20	6/10/20[B]
LEAVE WITHOUT PAY				
Stephanie Judice	Speech Language Pathologist	Western Heights	2/08/20-5/1/20	
Dawn Daigle	Paraprofessional	College Oaks Elementary	3/02/20-4/26/20	
MEDICAL SABBATICAL				
Jessica N. Duhon	Teacher	College St. T&I	2/07/20-5/22/20	

APPROVED 3/02/2020

Robert Samonte