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, February 11, 2020

1. **Prayer** – Alvin Smith

2. **Pledge of Allegiance** – Olivia Reeves/Sulphur High School

3. **Roll Call**

4. **Approval of Minutes**

   A. January 14, 2020

5. **Presentations**

   A. Teachers of the Year/Owen Clanton, Adm. Director of Middle Schools
   B. Louisiana Music Educators Association/Tony McCardle, Director of Career and Technical Education

6. **Superintendent's Report**

7. **Executive Session**

   (None)

8. **Committee Reports**

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

9. **Innovation Projects/Special Feature**

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

10. **Take Appropriate Action**

    A. Approval of 2020-2021 District Calendar
    B. Approval of Resolution hiring Stutes & Lavergne Law Firm as Special

Counsel for Sales Tax Department dispute with Jeff Patterson, Contractor, LLC.
C. Approval of Resolution hiring Stutes & Lavergne Law Firm as Special Counsel for Sales Tax Department dispute with LC Entertainment, LLC.
D. Approval of Joint Services Agreement with Recreation District Number 1 of Ward 8

11. Permission to Advertise

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
C. Small Wares and Equipment/School Food Services Department

12. Bid Reports

A. Re-roofing Westwood Elementary/District 23 Bond Funds

13. Correspondence

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; I*ncrease* of $34,896.75.
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.
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.

14. Condolences/Recognitions

15. Schedule Committees

March 24, 2020..... Budget Committee

16. Adjourn Meeting

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, January 14, 2020, at 5:00 p.m.

The meeting was called to order by Dean Roberts, President. The prayer was led by Dean Roberts. The Pledge of Allegiance was led by Grace Gillis, a student at Starks 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, Bliss Bujard, Aaron Natali, Billy Breaux, Alvin Smith, Fred Hardy, Damon Hardesty, Dean Roberts, Eric Tarver, and Desmond Wallace.

Glenda Gay was absent; District 5 unrepresented until later in the meeting.

Mr. Roberts presented a Plaque of Appreciation to Mr. Hardesty, thanking him for his service in 2019 as the Board President.

APPROVAL OF MINUTES/BOND FINANCING ITEMS

A. On a motion to approve by Mr. Dellafosse and a second by Mr. Tarver the Minutes of the CPSB Meeting of December 10, 2019, were approved on a unanimous vote.

Attorney Jay Delafield presented the following:

B. Bond Resolution/Sale and Delivery of General Obligation Bonds/District 23

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

This item is available for viewing at the end of this document archived at 3310 Broad Street and posted on the CPSB website. This Resolution was posted in the Legals of the Lake Charles American Press on January 30, 2020.

C. Resolution for Issuance, Sale, and Delivery of CPSB Taxable Excess Revenue Refunding Certificates

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

This item is available for viewing at the end of this document archived at 3310 Broad Street and posted on the CPSB website. This Resolution was posted in the Legals of the Lake Charles American Press on January 27, 2020.

PRESENTATIONS

A. DeWanna Tarver, on behalf of DeWanna's Closet, invited the following partners to be recognized:

Avail Hospital
Lance Armentor
Dr. Patel

Broussard & Hart
Aaron Broussard

Chick-fil-A
David Griffin

Christus Ochsner Southwestern Louisiana Foundation
Kay Barnett

The Cypress Group Engineering and Development
David Minton
Jessica Minton

Enterprise Boulevard Church of Christ
Amy Nugent
Scott Nugent

First National Bank of Louisiana
Greg Webb.

Firestone
Greg Defrates

Global Crane
Angela Queenan

Graywood
Bruce Kirkpatrick

Healthy Blue
Monette Kilburn

Lake Charles First United Methodist
Peggy Dees
Melinda Losey

Lake Charles Toyota
Corey Tarver

Louisiana State Troopers
Brett Travis

Merchant and Farmers Bank
Felicia Burke

Phillips 66
Megan Hartman

Sale Street Baptist
Kent Shepherd
Tim Robles

Shell Oil Company
Amy Stine

Southwest Louisiana Credit Union
Makeitta, Angie, Chad, Lacey

Phillip & DeWanna Tarver

Tellurian

Heather Hohensee

Westlake Chemical
Joe Andrepont

B. Robert Pete, Administrative Director of High Schools, presented the following Calcasieu Parish Principals' of the Year:

Julee Spann, Brentwood Elementary School
Kendall Fontenot, Moss Bluff Middle School
Randy Yellott, Barbe High School

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

All Board Members have received the December, 2019 Head Start Report.

Program Governance

- December's Policy Council meeting was rescheduled to January 4, 2020 due to inclement weather.

Program Operations

- Enrollment – 460
- 100% of classrooms were observed using the CLASS (Classroom Assessment Scoring System) Tool.
- All Head Start students received Christmas gifts from Lydia Holland, Century 21 Bessette Realty, Inc. This is the third year this agency has donated presents to our Head Start students.

All Board Members have received the December, 2020 School Population Report.

I would like to report our sales tax numbers for our general fund which show December, 2019 collections at $672,005 or 4.8% below budget for the 6th month of the 2019-2020 school year.

- Collections are $910,727or 6.5% below collections for the same month last year.

- Collections after six months of 2019-2020 are $6,130,938 or 7.2% below budget and $6,517,116 or 7.6% below the same period last year.

Please mark your calendars for the annual LSBA conference to be held February 16-18 in Baton Rouge. Please let us know by the end of this week if you would like to be registered.

As we show our appreciation to our many CPSB partners, the annual Partners in Education breakfast is scheduled for Wednesday, February 12, at 7:30 a.m. in the Buccaneer Room of the Civic Center. Please RSVP to Holly Holland by January 17.

We received this report from Steve Ek, Chairman of the Kiwanis Club's Coats for Kids Project. "This 32nd year of Coats for Kids turned out to be a fantastic project-1850 used coats were donated and 118 new coats for a total of 1968 coats. The used coats were provided to nine agencies that serve the needy and the new coats are in DeWanna's Closet all for distribution in our local area. This success is due in great part to the generous giving by students and families of your schools. We thank you for all you have done."

Each year the MLK Coalition holds an essay contest for participation by our CPSB students. We congratulate this year's winners:
Dariel Tillman, 5th Grade, T.H. Watkins Elementary
Erin Alexander Duhon, 8th Grade, F.K. White Middle School
Jordan Wise, 10th Grade, Washington Marion High School

These students will be introduced at the MLK Coalition breakfast this coming weekend.

You are invited on January 23 to join the 2020 Calcasieu Parish School Board Technology Showcase, as Bell City High School, SJ Welsh Middle, and Dolby Elementary are showcasing their integration of technology to improve academic achievement.
A schedule has been placed at your seating area.

TAKE APPROPRIATE ACTION

Mr. Roberts read the following:

A. Approval of Adoption of Resolution declaring a vacancy in and Appointing an Interim Board Member for School Board District 5/Interview prospective candidates: Charles Cox, Henry Gormly, Carmen Sutton, Mark Young

Lake Charles, Louisiana
January 14, 2020

The Calcasieu Parish School Board, State of Louisiana, met in regular public session at its offices at 3310 Broad Street, Lake Charles, Louisiana beginning at 5:00 o'clock p.m. on January 14, 2020, pursuant to notice given in the manner required by law.

The President, Dean Roberts, called the meeting to order and on roll call the following members were present:

Aaron Natali, Fredman Hardy, Annette Ballard, Dean Roberts, Mack Dellafosse, Eric Tarver, Damon Hardesty, Alvin Smith, Bliss Bujard, Russell Castille, Billy Breaux, Desmond Wallace, John Duhon

ABSENT: Glenda Gay

Thereupon, motion was made by Mack Dellafosse, seconded by Damon Hardesty, and carried that the following resolution be adopted in accordance with La. R.S. 18:602B to fill the vacancy in the Election District 5 seat on the Calcasieu Parish School Board which was created by the resignation of Ron Hayes, the vote thereon being as follows:

YEAS:13
NAYS:0
NOT VOTING:0

RESOLUTION

WHEREAS, Mr. Ron Hayes was elected to a four (4) year term on the Calcasieu Parish School Board representing School Board Election District Five (5) of Calcasieu Parish, Louisiana, and took office in January 2019; and

WHEREAS, Mr. Hayes by letter dated December 30, 2019, resigned effective at the end of the day January 12, 2020, from his position as School Board Member, Election District Five (5), thereby creating a vacancy in the Election District Five (5) seat of the Calcasieu Parish School Board; and

WHEREAS, more than twelve (12) months remain on the term of office of the School Board Member for Election District Five (5) of the Calcasieu Parish School Board; and

WHEREAS, under Louisiana law, it is the duty of the Calcasieu Parish School Board to timely fill this vacancy for the interim period until an election can be held and a new School Board Member takes office in accordance with law.

NOW, THEREFORE, BE IT RESOLVED BY THE CALCASIEU PARISH SCHOOL BOARD convened in regular session on the 14th day of January 2020, that it does hereby appoint Mark Young, effective as of this date, as a member of the Calcasieu Parish School Board representing Election District Five (5) of Calcasieu Parish, Louisiana, with said appointment to expire at such time as the vacancy is filled by an election and taking office by a Board Member in accordance with law.

Upon a motion made by Mack Dellafosse, seconded by Damon Hardesty, and carried, the following proclamation was issued in accordance with La. R.S. 18:602E(2)(a) ordering a special election to fill the vacancy in the Election District Five (5) seat, the vote thereon being as follows:

YEAS:13
NAYS:0
NOT VOTING:0

On a motion by Mr. Dellafosse and a second by Mr. Hardesty, the resolution was adopted on a unanimous vote.

After Round 1 voting, Mr. Henry Gormly was eliminated. After Round 2 voting, Mr. Charles Cox was eliminated. The third round resulted in Carmen Sutton and Mark Young as candidates. On a roll call vote, Mark Young was declared the new District 5 Board Member on an 8 to 5 count.

Voting yes for Carmen Sutton: Fred Hardy, Aaron Natali, Dean Roberts, Eric Tarver, Desmond Wallace
Voting yes for Mark Young: Annette Ballard, Billy Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Damon Hardesty, Alvin Smith

B. Approval of a Proclamation ordering a Special Election to fill the vacancy in District 5 Board membership

PROCLAMATION

BE IT PROCLAIMED by the Parish School Board of Calcasieu Parish, Louisiana, convened in regular session on the 14th day of January 2020, in accordance with La. R.S. 18:467, 468, and La. R.S. 18:602, that:

SECTION 1. By letter dated December 30, 2019, Ron Hayes, the duly elected School Board Member representing Election District Five (5) of Calcasieu Parish, Louisiana resigned effective at the end of the day January 12, 2020, thereby creating a vacancy in the Election District Five (5) seat of the Calcasieu Parish School Board.

SECTION 2. On January 14, 2020, in regular session, the members of the Calcasieu Parish School Board appointed Mark Young to replace Mr. Hayes as the School Board Member for Election District Five (5) of the Parish of Calcasieu, Louisiana, until such time as an election is held to fill the seat and the vacancy is filled by the elected member taking office in accordance with law.

SECTION 3. The special election for the vacated School Board seat representing Election District Five (5) of Calcasieu Parish, Louisiana, will be held as follows:

(a) Primary Election - November 3, 2020, and

(b) General Election - December 5, 2020.

SECTION 4. All persons seeking the office of School Board Member representing Election District Five (5) of Calcasieu Parish, Louisiana, have beginning on July 15, 2020, and ending 4:30 p.m. on July 17, 2020, to qualify as candidates for the vacated seat.

SECTION 5. This Proclamation shall be published in the official journal of the Calcasieu Parish School Board, and copies of the Proclamation shall be sent by certified or registered mail to the clerk of the District Court, Parish of Calcasieu, State of Louisiana, and to the Secretary of State of the State of Louisiana.

THUS PASSED AND ADOPTED by the Calcasieu Parish School Board, convened in regular session on this 14th day of January 2020.

_____
Dean Roberts, President
Calcasieu Parish School Board

ATTEST:

_____
KARL BRUCHHAUS, Secretary
Calcasieu Parish School Board

On a motion by Mr. Dellafosse and a second by Mr. Hardesty, the resolution was adopted on a unanimous vote. Attorney Greg Belfour conducted the swearing in of Mr. Young.

C. Approval of 2020 CPSB meeting dates

January 14	January 28 (already approved)
February 11	February 18
March 10	March 24
April 21	April 28
May 12	May 26
June 9	June 23
July 14	July 28
August 11	August 25
September 8	September 22
October 13	October 27
November 10	November 17
December 8	December 15
January 12, 2021	January 26, 2021

Board Meetings are the second Tuesday of every month except April, due to the Easter Holidays. Committee dates are based on need.

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

PERMISSION TO ADVERTISE

Mr. Roberts read the following:

A. Janitorial Supplies/Central Warehouse/General Funds

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

B. Food & Supplies/School Food service Department/School Food Services Funds

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

C. Grass Cutting Services/Maintenance Department/General Funds

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

D. Magazine for Libraries/Library Services Department/General Funds

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

BID REPORTS

Mr. Roberts read the following:

BID 2020-36 – CAFETERIA SERVING LINES FOR IOWA HIGH & TS COOLEY was opened on January 7, 2020 @ 10 AM

BIDS WERE SENT TO THE FOLLOWING:
ALACK REFRIGERATION
ASSOCIATED FOOD EQUIPMENT

LAFAYETTE RESTAURANT
NOLA RESTAURANT SUPPLY

BID RESULTS AS FOLLOWS:	IOWA HIGH	TS COOLEY
ASSOCIATED	$26,323.00	$23,976.00
CAIRE RESTAURANT	$22,421.00 (low)	$24,274.00
DOUGLAS EQPT	$28,517.84	$26,099.42
GREAT LAKES	$32,861.00	$30,302.00
LAFAYETTE RESTAURANT	$24,925.00	$22,675.00 (low)
SAM TELL	$32,086.42	$32,086.42

THE STAFF RECOMMENDS AWARDING IOWA HIGH TO CAIRE RESTAURANT AND TS COOLEY TO LAFAYETTE RESTAURANT AS INDICATED ABOVE AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

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

CORRESPONDENCE

A. Change Order Number Three (3) for the Project, "Pearl Watson Elementary Phase 2," Griggs Mitchell & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; Decrease of $15,000.00

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

B. Change Order Number Five (5) for the Project, "John J. Johnson Elementary, Phase I," District 31 Bond Funds; Griggs Mitchell & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; *Decrease* of $15,000.

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

C. Change Order Number Two (2) for the Project, "Gillis Elementary Improvements, Phase II," Riverboat Funds/$50 million allocation; Moss Architects, Inc., Designer; *Increase* of $27,573.10 and *Increase* of Five (5) days.

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

D. Change Order Number One (1) for the Project, "Classroom Pods-Phase 11," Riverboat Funds/$50 million allocation; Champeaux, Evans, Hotard, APAC, Architect; Keiland Construction, LLC., Contractor; *Increase* of $18,743.00 and *Increase* of Seven (7) days.

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

E. Change Order Number Five (5) for the Project, "Phase I, Restroom Renovations, Barbe High School," $50 million allocation; Randy Goodloe AIA, APAC, Designer; Pat Williams Construction, Contractor; *Increase* of $846.25 and *Increase* of Thirty (30) days.

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

F. Change Order Number Two (2) for the Project, "Restroom Improvements, Sulphur High School," $50 million allocation; Ellender Architects & Associates, LLC, Designer; K&J Construction of SWLA, LLC, Contractor; *Increase* of $18,400.00.

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

G. Change Order Number One (1) for the Project, "Ralph Wilson Elementary Phase 2," Griggs Mitchell & Associates, Designer; Pat Williams Construction, LLC, Contractor; *Decrease* of $15,000.

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

H. Change Order Number Three (3) for the Project, "Ralph Wilson Elementary Phase 3," Griggs Mitchell & Associates, Designer; Pat Williams Construction, LLC, Contractor; *Decrease* of $6,400.00.

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

I. Change Order Number Four (4) for the Project, "Ralph Wilson Elementary Phase 3," Griggs Mitchell & Associates, Designer; Pat Williams Construction, LLC, Contractor; *Decrease* of $11,850.00.

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

J. Recommendation of Acceptance for the Project, Pearl Watson, Phase 2, Exterior Improvements.

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

K. Recommendation of Acceptance and Beneficial Occupancy for the Project, Barbe High School, Phase I Restroom Improvements

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

L Recommendation of Acceptance for the Project, Phase 1 Roofing Replacement, Washington-Marion High School

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

M. Beneficial Occupancy for the Project, Ralph Wilson Elementary, Phase 3

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

CONDOLENCES/RECOGNITIONS

Mr. Wallace asked for a letter of condolence to the family of Mr. Frank Wilson.

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

The family of Mrs. Theresa Lee
The family of Mr. Julius Pierce
The family of Mrs. Jimmie Ann Moriarty
The family of Mr. Preston Washington

Mr. Castille asked for a letter of condolence to the family of Mrs. Virginia Kountz.

Mr. Hardesty asked for a letter of condolence to the family Mr. Richard Mayeux.

SCHEDULE COMMITTEES

January 28, 2020..... Budget Committee

ADJOURN MEETING

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Hardesty, the meeting adjourned at 6:12 p.m.

President	**Secretary**
Dean Roberts	Karl Bruchhaus

Calcasieu Parish Teachers of the Year

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

ITEM 5. B.

LMEA Young 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

LMEA District V Band Director of the Year

Betsy Stoupy – F. K. White Middle School

MINUTES
BUDGET/FISCAL MANAGEMENT COMMITTEE MEETING
January 28, 2020

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.

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.

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.

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.

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.

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.

Wilfred Bourne
Secretary

2020-2021 Proposed District Calendar

Employee Committee Reviewed & Approved

182 Teacher Work Days With 9 Teacher Professional Development Days

173 Instructional Days – 4 Emergency Days

Friday, August 7th – Teachers Report

Friday, August 14th – Students Report

DRAFT—G Final

182 Teacher Work Days

173 Instructional Days

4 Emergency Days

Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

Karl Bruchhaus, Superintendent

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 work.....8-11
School Level In-Service....8/7 & 8/11-13
Labor Day.....9/7
Teacher In-service.....10/12
Election Day.....11/3
Veterans Day.....11/11
Half Day.....11/20
Thanksgiving.....11/23-11/27
Half Day.....12/18
Christmas.....12/21-1/1
Teacher In-service.....1/11
MLK Day.....1/18
Mardi Gras.....2/15-2/17
Teacher In-service.....3/19
Easter Break.....4/2-4/9
Half Day.....5-26
Teacher In-service.....5/27

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 CBT.....TBA
ACT PBT.....TBA
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

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			

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.

_____

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 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.

_____

Dean Roberts, President
Calcasieu Parish School Board

Attest:

_____

Karl Bruchhaus, Secretary

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 ____ day of _____ 20___, 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:_____
KARL BRUCHHAUS, Superintendent

_____
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 _____ 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

ITEM 11. A.

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Sam Houston High School -Visitor Side Concession Building

Funds: District 27 Capital Projects Fund

Designer: Champeaux, Evans, Hotard Architects, APAC

Advertise: to be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

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

ITEM 11. B.

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Sam Houston High School - Football Field Improvements

Funds: District 27 Capital Projects Fund

Designer: Champeaux, Evans, Hotard Architects, APAC

Advertise: to be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

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

ITEM 11. C.

TO: **WILFRED BOURNE**
PEGGY CARLILE
ROBERT BARRENTINE
DENNIS BENT

FROM: **JENNIFER HAGAN, PURCHASING SUPERVISOR**

PERMISSION TO ADVERTISE:

SMALL WARES & EQUIPMENT
SCHOOL FOOD SERVICES

BID REPORT

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.

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: January 15, 2020
Change Order Number: 01
CO Request Number: 01 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

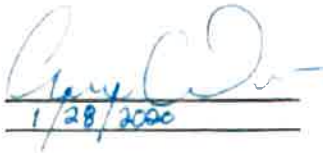
THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change(s) and attach the itemized breakdown.)

ORIGINAL CONTRACT SUM	$	1,705,000.00
NET CHANGES BY PREVIOUS CHANGE ORDERS	$	0.00
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	$	1,705,000.00
CONTRACT SUM WILL BE **INCREASED** BY THIS CHANGE ORDER - DETAILS ATTACHED	$	34,896.75
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER	$	1,739,896.75

CONTRACT TIME WILL BE _____ BY _____ DAYS

REVISED CONTRACT COMPLETION DATE: _____

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

RECOMMENDED:	ACCEPTED:	APPROVED:
ARCHITECT	CONTRACTOR	OWNER
Barry D. King, AIA King Architects, Inc.	Charles Dawson, CEO GeoSurfaces, Inc	Calcasieu Parish School Board
By: Dated: 01/16/20	By:  Dated: 1/28/2020	By: _____ Dated: _____

CHANGE ORDER REQUEST

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

Architect's Project Number: 1619A2
CO Request Date: January 13, 2020
Change Order Request No.: #1 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 Owner requests an itemized request for changes to the Contract Sum and Contract Time for proposed modificationsto the Contract Documents described herein. *(Insert a detailed description of the proposed modifications to the Contract Documents and attach all corresponding documents.)*

ITEM(S):

Concrete demo labor	$ $640.00
Equipment and Fuel	$1,400.00
Concrete Disposal	$920.00
Additional wire	$560.00
Additional Forming Material	$150.00
Additional Concrete	$6,615.00
Concrete Plancement and Finishing	$20,060.00
SUBTOTAL	$30,345.00
PROFIT & OVERHEAD 15.00% %	$4,551.75
TOTAL AMOUNT OF CHANGE ORDER REQUEST	$ $34,896.75

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY: **Dustin Boudreau**

SIGNED

PRINTED NAME AND TITLE

COMPANY

Westlake High - Change Order Request #1 - Cost Breakdown

Description		Cost	Qty	Units		Subtotal
Additional Demo - 770 SF						
Demo Labor	$	40.00	16	Man Hrs	$	640 00
Equipment and Fuel	$	350.00	4	ea.	$	1,400 00
Concrete Disposal	$	115 00	8	hrs	$	920.00
Additional Concrete - 5,015 SF						
Additional wire	$	80 00	7	rolls	$	560.00
Additional forming material	$	150 00	1	lump	$	150 00
Additional concrete	$	105 00	63	cu yds	$	6 615 00
Concrete Placement and Finishing	$	4 00	5015	SF	$	20,060.00
					$	-
					$	
					$	-
Total					$	30,345 00

CHANGE ORDER

Change Order No.: 005
Date: 01/22/20
Project: Ralph Wilson Elementary Phase 3
Demo existing masonary plumbing wall between Restroom 167 & 168 as well as 146 & 147, redo copper lines in walls to accommodate for tank type toilets in lieu of flush valve type, replay the masonary walls.

Project No.:
042019

To:
Calcasieu Parish School Board

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

The Original Contract Sum	$845,000.00	
Net Change By Previous Change Order	-$11,850.00	
Contract Sum Prior to this Change Order	$965,720.00	
Contract Sum will be increased this Change Order	by	$11,210.00
New Contract Sum including this Change Order		$976,930.00
Contract Time will be increased	by	15 Days
Revised Contract Completion Date		4/14/2020

RECOMMENDED	ACCEPTED	APPROVED
Griggs Mitchell & Assoc., LLC	Pat Williams Construction,LLC	Calcasieu Parish School Board
(Designer)	(Contractor)	(Owner)
		P.O. Box 800 Lake Charles, LA 70602
By:	By:	By:
Date: 1-22-20	Date: 1/22/20	Date:

Construction Contract Change Order
SUMMARY

Date: 1/7/2020 COR #: _____

Project Name: Ralph Wilson Elem. Phase 3

Contractor Name: Pat Williams Construction

Description of Work: Demo exsit. masonry wall between toilets 167&168 as well as 146&147, redo copper lines in walls to accommodate for tank type toilets in lieu of flush valve type, replace the masonry walls.

General Contractor Direct Costs - Breakdown No. ____ $ 3,416.00
(See attached breakdown)

Total General Contractor Cost 15 % $512.00
(General Contract Direct Cost plus OH&P) (Max: 15%)

Subcontractor Cost Breakdowns
(See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 15%)	C Total A+(A X B)
Lake Area Plumbing			%	$6,420.00
			%	
			%	
			%	
			%	
			%	
			%	
			%	

Subcontractor Direct Costs Total
(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P
(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at 10 % $642.00
(Sum column A times General Contractor OH&P rate.) (Max: 10%)

Total Subcontractor Costs
(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal $10,990.00
(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at 2.0 % $220.00
(Change Order Subtotal times Performance and Payment Bond rate)

Amount will be ■ increased ☐ decreased ☐ unchanged by $11,210.00
(Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be ■ increased ☐ decreased ☐ unchanged by 15
(Attach supporting data such as meteorological reports)

Construction Contract Change Order
BREAKDOWN

Breakdown No. _____
Item No. _____
COR No. _____

Date: 1/7/2020

Project Name: Ralph Wilson Elem. Phase 3

Contractor/Subcontractor Name: Pat Williams Construction

Direct Cost of Work :

A. Labor	Hourly Wage Rate	Hours	Total Cost
1 Supervision			$1,031.00
2 Labor			$1,500.00
3			
4			
5			
6			
7			
	Add Labor Burden @	31 %	$785.00
	LABOR TOTAL		$1,816.00

B. Material	Unit Price	Unit	Units	Total Cost
1 Replace 8" cmu walls				$1,600.00
2				
3				
4				
5				
6				
7				
(Copies of invoices may be required.)	Add Tax @		N/A %	
	MATERIAL TOTAL			

C. Equipment	Unit Rate	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
(Copies of invoices may be required.)	Add Tax @		N/A %	
	EQUIPMENT TOTAL			

TOTAL DIRECT COST FOR THIS BREAKDOWN: $3,416.00
(Sum A, B & C)

Construction Contract Change Order
BREAKDOWN

Breakdown No. _____
Item No. _____
COR No. _____

Date: 1/7/2020

Project Name: Ralph Wilson Elem. Phase 3

Contractor/Subcontractor Name: Lake Area Plumbing

Direct Cost of Work :

A. Labor	Hourly Wage Rate	Hours	Total Cost
1 Redoing copper lines in walls to accommodate for tank	See proposal		$5,720.00
2 type toilets in lieu of flush valve.			
3 Change out kitchen sink faucet.	See proposal		$700.00
4			
5			
6			
7			
	Add Labor Burden @	N/A %	
	LABOR TOTAL		

B. Material	Unit Price	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
(Copies of invoices may be required.)	Add Tax @		N/A %	
	MATERIAL TOTAL			

C. Equipment	Unit Rate	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
(Copies of invoices may be required.)	Add Tax @		N/A %	
	EQUIPMENT TOTAL			

TOTAL DIRECT COST FOR THIS BREAKDOWN: $6,420.00
(Sum A, B & C)

Lake Area Plumbing Inc
7861 Gulf Hwy
Lake Charles, LA 70607
337-478-5811 Office
337-478-5134 Fax

Date	Next
1/2/2020	1327

Name / Address
Pat Williams Construction 1321 Hodges St Lake Charles, LA 70601

Project
Ralph Wilson Elementary

Description	Rate	Total
CHANGE ORDER #1 This Change Order is for redoing copper lines in walls to accomodate for tank type toilets in lieu of flush valve to include the following: 1. Labor 2. Materials 3. Credit on fixtures NOTE: 1. Pat Williams Construction to demo wall 2. LAP will work from on side and stub out copper	5,720.00	5,720.00

APPROVED BY:

Total $5,720.00

Lake Area Plumbing Inc
7861 Gulf Hwy
Lake Charles, LA 70607
337-478-5811 Office
337-478-5131 Fax

Date	Estimate #
1 2 2020	1326

Name / Address
Pat Williams Construction 1321 Hodges St. Lake Charles, LA 70601

Project
Ralph Wilson Elementary

Description	Rate	Total
This quote is for a complete plumbing job to change kitchen sink faucet in cafeteria to include the following: 1. Labor 2. Material NOTE: 1. Existing cut of valves to remain 2. Faucet has a sprayer and a spout per school request	700.00	700.00

We look forward to working with you!

Total $700.00

CHANGE ORDER

Change Order No.: 006
Date: 01/22/20
Project: Ralph Wilson Elementary Phase 3
Furnish and install new exit signs as needed, rewire emergency lights that are on a switch leg, trace tripping circuit, replace lights that are not bulb covered in cafeteria and storage.

Project No.:
042019

To:
Calcasieu Parish School Board

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

The Original Contract Sum	$845,000.00	
Net Change By Previous Change Order	$11,210.00	
Contract Sum Prior to this Change Order	$976,930.00	
Contract Sum will be increased this Change Order	by	$14,262.00
New Contract Sum including this Change Order		$991,192.00
Contract Time will be increased	by	15 Days
Revised Contract Completion Date		4/29/2020

RECOMMENDED	ACCEPTED	APPROVED
Griggs Mitchell & Assoc., LLC	Pat Williams Construction,LLC	Calcasieu Parish School Board
(Designer)	(Contractor)	(Owner)
		P.O. Box 800 Lake Charles, LA 70602
By:	By:	By:
Date: 1-22-20	Date: 1/24/20	Date:

Construction Contract Change Order
SUMMARY

Date: 12/17/2019 COR #: _____

Project Name: Ralph Wilson Elem. Phase 3

Contractor Name: Pat Williams Construction

Description of Work: Furnish and install new exit signs as needed, rewire emercency lights that are on a switch leg, trace tripping circuit, replace lights that are not bulb covered in cafeteria and storage.

General Contractor Direct Costs - Breakdown No. 1 $ 2,837.00
(See attached breakdown)

Total General Contractor Cost 15 % $425.00
(General Contract Direct Cost plus OH&P) (Max: 15%)

Subcontractor Cost Breakdowns
(See attached)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 15%)	C Total A+(A X B)
Lake Area Electric			%	$10,000.00
			%	
			%	
			%	
			%	
			%	
			%	
			%	
			%	

Subcontractor Direct Costs Total
(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P $10,000.00
(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at 10 % $1,000.00
(Sum column A times General Contractor OH&P rate) (Max: 10%)

Total Subcontractor Costs
(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal $14,262.00
(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at 2.0 % $285.00
(Change Order Subtotal times Performance and Payment Bond rate)

Amount will be ■ increased ☐ decreased ☐ unchanged by $14,547.00
(Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be ■ increased ☐ decreased ☐ unchanged by 15
(Attach supporting data such as meteorological reports)

Construction Contract Change Order
BREAKDOWN

Breakdown No. _____
Item No. _____
COR No. _____

Date: 12/17/2019

Project Name: Ralph Wilson Elem. Phase 3

Contractor/Subcontractor Name: Pat Williams Construction

Direct Cost of Work :

A. Labor	Hourly Wage Rate	Hours	Total Cost
1 Supervision			$2,166.00
2			
3			
4			
5			
6			
7			
	Add Labor Burden @	31 %	$671.00
	LABOR TOTAL		$2,837.00

B. Material	Unit Price	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
(Copies of invoices may be required.)	Add Tax @		N/A %	
	MATERIAL TOTAL			

C. Equipment	Unit Rate	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
(Copies of invoices may be required.)	Add Tax @		N/A %	
	EQUIPMENT TOTAL			

TOTAL DIRECT COST FOR THIS BREAKDOWN: $2,837.00
(Sum A, B & C)

Construction Contract Change Order
BREAKDOWN

Breakdown No. _____
Item No. _____
COR No. _____

Date: 12/17/2019

Project Name: Ralph Wilson Elem. Phase 3

Contractor/Subcontractor Name: Lake Area Electric

Direct Cost of Work :

A. Labor

		Hourly Wage Rate	Hours	Total Cost
1	See proposal			$10,000.00
2				
3				
4				
5				
6				
7				
		Add Labor Burden @	N/A %	
		LABOR TOTAL		

B. Material

		Unit Price	Unit	Units	Total Cost
1					
2					
3					
4					
5					
6					
7					
	(Copies of invoices may be required.)	Add Tax @		N/A %	
		MATERIAL TOTAL			

C. Equipment

		Unit Rate	Unit	Units	Total Cost
1					
2					
3					
4					
5					
6					
7					
	(Copies of invoices may be required.)	Add Tax @		N/A %	
		EQUIPMENT TOTAL			

TOTAL DIRECT COST FOR THIS BREAKDOWN: $10,000.00
(Sum A, B & C)

PROPOSAL

Lake Area Electrical
And Technical Services L.L.C.

PO Box 13300
Lake Charles, LA 70612
PH: (337) 433-4810
FAX: (337)433-4818
Email: rgill@lakeareaelectric.com

PROPOSAL SUBMITTED To: Pat Williams Construction

Ralph Wilson Ele	**Bid Date:12-16-2019**

We hereby submit specifications and estimate for:

Includes: Labor and material to install new exit signs as needed, rewire emergency lights that are on a switch leg, trace tripping circuit, replace lights that are not bulb covered in cafeteria and storage

Excludes: any electrical issue not in this scope, lights not in this scope.

with payment to be made as follows: **$10,000.00----------XX**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Lake Area Electric shall not be responsible for damages for reasons beyond its control, such as strikes, weather or accidents.

Invoices from Lake Area Electric not paid within 30 days of the invoice will bear interest at the rate of 1% per month from the date of the invoice until paid. If an unpaid invoice is placed in the hands of an attorney for collection, Customer shall pay the reasonable fees and expenses of such attorney.
This proposal is subject to acceptance within 30 days and it is void thereafter at option of the undersigned.

LAKE AREA ELECTRICAL AND TECHNICAL SERVICES L.L.C.

Authorized Signature: Richard Gill

XX

ACCEPTANCE OF PROPOSAL BY CUSTOMER

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Date: _____ Customer Signature: _____

Print Name: _____

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Rebekah Primeaux	Janitor	E.K. Key Elementary	1/21/20	Accepted other employment
Colleen Cox	Clerk-Registrar	Iowa High School	1/17/20	Accepted other employment
Dustin Berry	Janitor	Sulphur High	1/7/20	Accepted other employment
Katrina Andrus	Clerk	Washington-Marion High	1/17/20	Personal reasons
Galina Lisitsa	Data Processing	Central Office	1/31/20	Personal reasons
Demetrias Thomas	Paraprofessional	College Oaks Elementary	1/20/20	Accepted other employment
Damian Keith Waddell	Assistant Principal	Westlake High School	1/9/20	Accepted other employment
Tarius Davis	Teacher/Coach	Vinton High	1/10/20	Accepted employment with another district
Marilyn Kay Spicer	Bus Aide	E.K. Key Elementary	2/28/20	Personal reasons
Leigh Ann Terro	Cafeteria Technician	Vincent Settlement	1/15/20	Personal reasons
Ella Winbush	Paraprofessional	Molo Middle School	8/8/18	Personal reasons
Amber Bergeaux	Cafeteria Technician	W.T. Henning	1/13/20	Personal reasons
Chancie Williams	Teacher	Gillis Elementary	1/28/20	Accepted other employment
Heather Jennings	Bookkeeper	R.W. Vincent Elementary	1/21/20	Personal reasons
Earle Banks	Electrician	DeQuincy Maintenance	1/31/20	Personal reasons
Sarah Dupre'	Teacher	Vinton Elementary	1/21/20	Personal reasons
Linda Lueckenhoff	Counselor	LCB Academy	1/31/20	Personal reasons
Dorothy LeDoux	Bus Driver	W.W. Lewis Middle	10/23/19	Personal reasons
Amanda Trosclair	Teacher	Positive Connections	1/17/20	Personal reasons
Peggy Blanchard	Teacher	Brentwood Elementary	1/31/20	Waive Act 715

RETIREMENT				
Jesse Baker	Bus Driver	LaGrange High	2/5/20	
Roland Bertrand	Bus Driver	Bell City	1/31/20	
Rebecca Melancon	Teacher	Maplewood Elementary	5/22/20	
Steven Baker	Teacher	LaGrange High	2/14/20	
Tina Jennings	Clerk	Vinton High	6/12/20	
Sandra Guillory	Bus Driver	LaGrange High	1/31/20	
Jacquelyn S. Royer	Teacher	Barbe High	4/8/20	
Dana L. Clarke	Teacher	Barbe Elementary	1/23/20	
Alberta Frank	Bus Aide	St. John Elementary	5/13/20	
Ellen Hebert	School Clerk	Gillis Elementary	5/22/20	
Marcelle Walker	School Clerk	Gillis Elementary	5/22/20	
Jodie Champagne	Speech Pathologist	Speech Department	5/22/20	
Rebecca Matte	Cafeteria Technician	Frasch Elementary	5/22/20	
MATERNITY LEAVE				Due Date:
Amanda Erbelding	Teacher	S.J. Welsh Middle	3/16/20 - 5/18/20	3/16/20 [B]
Lenissa Bellard	Teacher	A.A. Nelson Elementary	1/13/20 - 5/4/20	1/16/20 [B]
Mary Kingsley	Speech Pathologist	Speech Department	3/11/20 - 5/18/20	3/12/20 [B]
Shelby Cutrera	Speech Pathologist	Speech Department	3/30/20 - 5/21/20	3/30/20 [B]
Kayla Istre	Teacher	A.A. Nelson Elementary	2/3/20 - 4/9/20	2/3/20 [B]
Mason Bower	Teacher	St. John Elementary	2/10/20 - 5/4/20	2/16/20 [B]
Amanda Yelverton	Teacher	College Oaks Elementary	3/23/20 - 5/27/20	3/25/20 [B]

Amanda Turner	Teacher	Brenda Hunter	1/21/20 - 3/26/20	1/30/20 [B]
Mariah Faniel	Custodian	Vinton Elementary	5/4/20 - 8/1/20	5/12/20 [C]
Allison Spell	Tutor	Vinton Elementary	1/30/20 - 8/1/20	3/9/20 [B]
Crystal Trail	Teacher	E.K. Key Elementary	2/27/20 - 5/22/20	3/3/20 [B]
Stephanie Coffey	Teacher	J.I. Watson Elementary	2/3/20 - 5/22/20	2/5/20 [B]
Morgan Schlotfeldt	Lab Manager	Frasch Elementary	1/22/20 - 3/23/20	1/23/20 [B]
LEAVE WITHOUT PAY				
Charlotte Wilridge	Custodian	Iowa Middle School	1/8/20 - 4/1/20	
MEDICAL SABBATICAL				
Katie Dupre	Teacher	Frasch Elementary	Spring 2019-2020	
Michael Johnson	Teacher	Rise	Spring 2019-2020	
Stephanie Tommasi	Teacher	S.J. Welsh Middle	Spring 2019-2020	Beginning 1/6/20

APPROVED 2/3/2020

Robert Sanantin

Lake Charles, Louisiana
January 14, 2020

The Calcasieu Parish School Board, State of Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on January 14, 2020, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

The President called the meeting to order and on roll call, the following members were present:

Annette Ballard, Billy Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Damon Hardesty, Fredman Hardy, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

ABSENT: Glenda Gay

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Damon Hardesty and seconded by Billy Breaux, the following resolution was adopted, the vote thereon being as follows:

YEAS: Annette Ballard, Billy Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Damon Hardesty, Fredman Hardy, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

NAYS: None

ABSENT: Glenda Gay

NOT VOTING: None

BOND RESOLUTION

A RESOLUTION PROVIDING FOR ISSUANCE, SALE AND DELIVERY OF $4,330,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 23 OF CALCASIEU PARISH, LOUISIANA, SERIES 2020; PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS AND APPLICATION OF PROCEEDS THEREOF TO REFUNDING CERTAIN GENERAL OBLIGATION REFUNDING BONDS OF SAID DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, School District No. 23 of Calcasieu Parish, Louisiana (the "District" or "Issuer") has heretofore issued $8,070,000 of its General Obligation Refunding Bonds, 2012 Series A, dated November 20, 2012 on original issue, of which $5,930,000 is currently outstanding (the "Outstanding 2012 Bonds"), which Outstanding 2012 Bonds are payable from a pledge and dedication of

that portion of the net avails or proceeds of ad valorem taxes levied on all properties subject to taxation within the District, all in accordance with Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, and Chapter 14-A of Title 39 of the Louisiana Revised Statues of 1950, as amended (La. R.S. 39:1444 to 1456, inclusive), and other constitutional and statutory authority supplemental thereto (collectively, the "Prior Act"); and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana (the "Board"), governing authority of the District, has found and determined that refunding certain callable maturities of the Outstanding 2012 Bonds, consisting of those bonds which mature on February 15, 2024 through February 15, 2029, inclusive, (the "Refunded Series 2012 Bonds"), would be advantageous to the District; and

WHEREAS, the Board has adopted a preliminary resolution on September 10, 2019, expressing its intention to issue taxable general obligation refunding bonds of the District in an aggregate principal amount not to exceed $5,250,000 pursuant to the provisions of Subparts A and B, Part II, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "Act"); and

WHEREAS, the State Bond Commission, on October 17, 2019, granted authority for issuance of the Bonds in the aggregate principal amount not exceeding $5,250,000, said Bonds to bear interest at a rate or rates not exceeding 5.00% per annum; and

WHEREAS, pursuant to the Act, it is now the desire of the District to adopt this Bond Resolution in order to provide for issuance by the District of $4,330,000 principal amount of its Taxable General Obligation Refunding Bonds, Series 2020 (the "Bonds"), for the purpose of refunding the Refunded Series 2012 Bonds, to fix the details of the Bonds and to sell the Bonds to the purchaser thereof; and

WHEREAS, in connection with refunding of the Refunded Series 2012 Bonds, the District has found and determined that it would be of substantial benefit to purchase a municipal bond insurance policy as more fully provided for herein, and to authorize acquisition thereof; and

WHEREAS, it is further necessary to provide for application of the proceeds of the Bonds and to provide for other matters in connection with payment or redemption of the Refunded Series 2012 Bonds; and

WHEREAS, in connection with issuance of the Bonds, it is necessary that provision be made for payment of the principal, interest and redemption premium, if any, of the Refunded Series 2012 Bonds described in **Exhibit A** hereto, and to provide for the call for redemption of the Refunded Series 2012 Bonds, pursuant to a Notice of Defeasance and Call for Redemption;

WHEREAS, it is necessary that this Board as the governing authority of the District, prescribe the form and content of the Escrow Deposit Agreement providing for payment of the principal, premium and interest of the Refunded Series 2012 Bonds and authorize execution thereof as hereinafter provided;

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. The following terms shall have the following meanings in this resolution unless the context otherwise requires:

"Act" shall mean, collectively, Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, SubParts A and B, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statues of 1950, as amended (La. R.S. 39:501 to 531, inclusive), and other constitutional and statutory authority supplemental thereto.

"2012 Bonds" shall mean the Issuer's $8,070,000 General Obligation Refunding Bonds, 2012 Series A, dated November 20, 2012 on original issue, of which $5,930,000 is currently outstanding.

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

"Bond" or "Bonds" shall mean, collectively, any or all of the Taxable General Obligation Refunding Bonds, Series 2020, of the District, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond. The Bonds shall be secured by and payable from unlimited ad valorem taxes levied and collected upon all taxable properties within the District, and insured by the Policy.

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

"Bond Counsel" shall mean an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bond Obligation" shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.

"Bond Resolution" shall mean the resolution authorizing issuance of the Bonds, as further amended and supplemented as herein provided.

"Bond Year" shall mean the one-year period ending on the principal payment date on the Bonds (February 15 for the Bonds).

"Business Day" shall mean a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the District, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance policy securing payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the District in connection with the original issuance of Bonds.

"Debt Service" for any period shall mean, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Bonds and (ii) the principal amount of Bonds which mature during such period.

"Defeasance Obligations" shall mean (a) cash or (b) non callable Government Securities.

"District" or **"Issuer"** shall mean School District No. 23 of Calcasieu Parish, State of Louisiana.

"Escrow Agent" shall mean Argent Trust, Ruston, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Resolution.

"Escrow Agreement" shall mean the Escrow Deposit Agreement dated as of February 1, 2020, between the District and the Escrow Agent, substantially in the form attached hereto as **Exhibit E**, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

"Executive Officers" shall mean the President, the Secretary, and the Chief Financial Officer of the Calcasieu Parish School Board.

"Fiscal Year" shall mean the one-year period commencing on July 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the District.

"Governing Authority" shall mean the School Board of Calcasieu Parish, State of Louisiana, or its successor in function.

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

"Interest Payment Date" shall mean February 15 and August 15 of each year, commencing August 15, 2020, with respect to the Bonds.

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

1. Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

2. Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the owners of such Bonds with the effect specified in Section 11.1 of this Bond Resolution, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Bond Resolution, to the satisfaction of the Paying Agent, or waived;

3. Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to the Bond Resolution; and

4. Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in the Bond Resolution or by law.

"Paying Agent" shall mean Argent Trust, Ruston, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Bond Resolution, and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

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

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

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

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

"Refunded Bonds" means, collectively, the Refunded Series 2012 Bonds.

"Refunded Series 2012 Bonds" shall mean those bonds of the District's outstanding General Obligation Refunding Bonds, 2012 Series A, dated November 20, 2012 on original issue, maturing February 15, 2024 through February 15, 2029, inclusive, currently outstanding in the amount of 3,930,000, which are being refunded by the Bonds, as more fully described in **Exhibit A** hereto.

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

"State" shall mean the State of Louisiana.

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

SECTION 1.2. Interpretation. In this Bond Resolution, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Resolution shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1. Authorization of Bonds. (a) This Bond Resolution creates one series of Bonds to be designated *"Taxable General Obligation Refunding Bonds, Series 2020, of School District No. 23 of Calcasieu Parish, Louisiana"* and provides for the full and final payment of the principal or redemption price of, and interest on all the Bonds.

(b) The Bonds issued under this Bond Resolution shall be issued for the purpose of refunding the Refunded Bonds through escrow of a portion of the proceeds of the Bonds which shall be invested in Government Securities, plus an initial cash deposit, in accordance with the terms of the Escrow Agreement, in order to provide for payment of the principal of, premium, if any, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 13.1 hereof.

(c) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Resolution, provision will have been made for the performance of all covenants and agreements of the District incidental to the Refunded Bonds, and accordingly, and in compliance with all that is herein provided, the District is expected to have no future obligation with reference to the aforesaid Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities and funds so escrowed in accordance with the provisions of the Escrow Agreement, and that the Refunded Bonds will be defeased pursuant to the terms of the resolution of the Governing Authority which authorized their issuance, and the Act.

(d) The Escrow Agreement is hereby approved by the Governing Authority of the District and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the District substantially in the form of **Exhibit E** hereof, with such changes, additions, deletions or completions deemed appropriate by such signing officials, and it is expressly provided and covenanted that all of the provisions for payment of the principal of, premium, if any, and interest on the Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.

SECTION 2.2. Bond Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Resolution shall be a part of the contract of the District with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the District shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Resolution.

SECTION 2.3. Obligation of Bonds. The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Pledged Tax Revenues. The Pledged Tax Revenues are hereby irrevocably and irrepealably pledged and

dedicated in an amount sufficient for payment of the Bonds in principal, premium, if any, and interest as they shall become due and payable, and for other purposes hereinafter set forth in this Bond Resolution. All of the Pledged Tax Revenues shall be set aside in a separate fund as hereinafter provided, and shall be and remain pledged for the security and prompt payment of the Bonds, in principal, premium, if any, and interest and for all other payments provided for in this Bond Resolution until such Bonds shall have been fully paid and discharged.

SECTION 2.4. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized issuance of $4,330,000 principal amount of Bonds to be designated *"Taxable General Obligation Refunding Bonds of School District No. 23 of Calcasieu Parish, Louisiana, Series 2020,"* for the purpose of refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of $5,000 principal amount or any integral multiple of $5,000 in excess thereof within a single maturity, shall be numbered R-l upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on February 15 in the years and in the principal amounts and shall bear interest, payable on February 15 and August 15 of each year commencing August 15, 2020, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

DUE (Feb 15)	MATURITY AMOUNT	INTEREST RATE
2021	65,000	2.095%
2022	65,000	2.171%
2023	70,000	2.221%
2024	635,000	2.329%
2025	655,000	2.429%
2026	670,000	2.598%
2027	700,000	2.648%
2028	720,000	2.790%
2029	750,000	2.840%

The principal and premium, if any, of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner (determined as of the Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the District shall default in payment of interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest at their stated rate from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) not withstanding cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF THE BONDS

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

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

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

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the District, evidencing the same debt and entitled to the same benefits under this Bond Resolution as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the District, BAM and the Paying Agent, and any agent of the District, BAM or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Governing Authority may in its discretion adopt a resolution and thereby authorize issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the District, BAM and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the District, BAM and the Paying Agent, (ii) giving to the District, BAM and the Paying Agent an indemnity bond in favor of the District and the Paying Agent in such amount as the District and BAM may reasonably require, (iii) compliance with such other reasonable regulations and conditions as the District and BAM may prescribe and (iv) paying such expenses as the District, BAM

and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the District may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the District, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This Bond is issued to replace a lost, canceled or destroyed Bond under the authority of La. R.S. 39:515."

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

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

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

SECTION 3.5. Execution. The Bonds shall be executed in the name and on behalf of the District by the manual or facsimile signatures of the President and Secretary of the Calcasieu Parish School Board, and the corporate seal of the Calcasieu Parish School Board (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the District may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 3.6. Book Entry Registration of Bonds. The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Bonds, and held in the custody of DTC. The Secretary of the Issuer or any other officer of the Issuer is authorized to execute of the Bonds in "book-entry only" format. The Paying Agent is hereby directed to execute said Letter of Representation. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Bond

Resolution and said Letter of Representation. Initially, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

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

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

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

(a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

(b)

(b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the beneficial Owners.

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

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

Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Bond Resolution of holding, delivering or transferring the Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

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

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

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

ARTICLE IV

PAYMENT OF BONDS; DISPOSITION OF FUNDS

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

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

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Tax Revenues shall be deposited as the same may be collected to the credit of the District, in separate and special bank accounts established and maintained with the regularly designated fiscal agent of the Calcasieu Parish School Board and designated "School District No. 23 2020 Taxable General Obligation Refunding Bond Sinking Fund" (the "Sinking Fund."). Funds on deposit in the Sinking Fund shall constitute dedicated funds of the District, from which appropriations and expenditures by the District shall be made solely for the purposes of paying the principal of, interest on, and redemption premium, if any, of the Bonds. Said fiscal agent shall transfer from said Sinking Fund to the paying agent bank or banks for all Bonds payable from said fund, at least five (5) Business Days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

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

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

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

ARTICLE V

REDEMPTION OF BONDS

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

ARTICLE VI

PARTICULAR COVENANTS, ADDITIONAL BONDS

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

SECTION 6.2. Payment of Bonds. The District shall budget in each Fiscal Year sufficient Pledged Tax Revenues to make all payments required by Section 4.3 in such Fiscal Year, and shall also duly and punctually pay or cause to be paid as herein provided, the principal of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 6.3. Obligation to Collect Taxes. The District recognizes that the Governing Authority is bound under the terms and provisions of law, to levy and impose and cause the enforcement and collection the ad valorem taxes which secure issuance of the Bonds, and to provide for the proper application thereof, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Governing Authority from altering or amending from time to time as may be necessary the resolutions and/or ordinances adopted providing for the levying, imposition, enforcement and collection of the ad valorem taxes or any subsequent resolution and/or ordinance providing therefor, provided that such alterations or amendments shall not be made in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. The resolutions and/or ordinances imposing the ad valorem taxes and pursuant to which the ad valorem taxes are being levied, collected and allocated, and the obligation to continue to levy, collect and allocate the ad valorem taxes and to apply the Pledged Tax Revenues in accordance with the provisions of this Bond Resolution, shall

be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana, nor the District may discontinue the ad valorem taxes or permit to be discontinued the ad valorem taxes in anticipation of the collection of which the Bonds have been issued or in any way make any change in ad valorem taxes which would diminish the amount of the Pledged Tax Revenues to be received by the District until all of the Bonds shall have been retired as to both principal and interest.

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

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

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

ARTICLE VII

SUPPLEMENTAL BOND RESOLUTIONS

SECTION 7.1. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, a resolution and/or ordinance supplemental hereto may be adopted, which, upon filing with the Paying Agent and BAM of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms: (a) to add to the covenants and agreements of the District in the Bond Resolution other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (b) to add to the limitations and restrictions in the Bond Resolution other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (c) to surrender any right, power or privilege reserved to or conferred upon the District by the terms of the Bond Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the District contained in the Bond Resolution; (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Resolution; or (e) to insert such provisions clarifying matters or questions arising under the Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with the Bond Resolution as theretofore in effect. Notwithstanding the

foregoing, no provision of the Bond Resolution expressly recognizing or granting rights in or to BAM may be amended in any manner which affects the rights of BAM under the Bond Resolution without the prior written consent of BAM.

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

ARTICLE VIII

PARITY BONDS

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

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

ARTICLE IX

REMEDIES ON DEFAULT

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

> (a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise (in determining whether a principal payment default has occurred, no effect shall be given to payments made under the Policy); or

(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable (in determining whether an interest payment default has occurred, no effect shall be given to payments made under the Policy); or

(c) if default shall be made by the District in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Resolution, any supplemental resolution or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the District by BAM or the Owners of not less than 25% of the Bond Obligation (as defined in the Bond Resolution); or

(d) if the District shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

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

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

ARTICLE X

CONCERNING FIDUCIARIES

SECTION 10.1. Escrow Agent; Appointment and Acceptance of Duties. Argent Trust Company, Ruston, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution by executing and delivering the Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the District, subscription forms for any Government Securities required by the Escrow Agreement.

SECTION 10.2. Paying Agent; Appointment and Acceptance of Duties. The District will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Resolution. The designation of Argent Trust Company, Ruston, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the District.

SECTION 10.3. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least

$30,000,000, or assets under management of at least $25,000,000, and (iii) be subject to supervision or examination by Federal or state authority , and (iv) be acceptable to BAM. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent, and until written notice thereof shall have been given to BAM. BAM shall have the right to remove the Paying Agent upon written notice to the District and the Paying Agent. Any successor Paying Agent, if applicable, shall not be appointed unless BAM approves such successor in writing. Notwithstanding any other provision of this Bond Resolution, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Bond Resolution, the Paying Agent shall consider the effect on the Bondholders as if there were no Policy.

ARTICLE XI

MISCELLANEOUS

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

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

Any Bond shall, prior to maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal thereof, together with all accrued interest and (ii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal and all accrued interest shall have been verified by an independent certified public accountant.

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

Neither Defeasance Obligations deposited pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall

be held in trust for, the payment of the principal or redemption price, if applicable, and interest to become due on the Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

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

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

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

2. The ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent.

(b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in accordance therewith.

SECTION 11.3. Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

SECTION 11.4. Parties Interested Herein. Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the District, BAM, the Paying Agent and Owners of the Bonds any right, remedy or claim under or by reason of the Bond Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Bond Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, BAM, the Paying Agent and Owners of the Bonds.

SECTION 11.5. No Recourse on the Bonds. No recourse shall be had for payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Resolution against any member of the Governing Authority or officer of the District or any person executing the Bonds.

SECTION 11.6. Successors and Assigns. Whenever in this Bond Resolution the District are named or referred to, it shall be deemed to include their successors, and assigns and all the covenants and agreements in this Bond Resolution contained by or on behalf of the District shall bind and inure to the benefit of their successors, and assigns whether so expressed or not.

SECTION 11.7. Subrogation. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof, or BAM, shall be subrogated to all the rights and remedies against the District had and possessed by the Owner or Owners of the Refunded Bonds.

SECTION 11.8. Severability. In case any one or more of the provisions of the Bond Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Resolution which validates or makes legal any provision of the Bond Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Resolution and to the Bonds.

SECTION 11.9. Publication of Bond Resolution. This Bond Resolution shall be published one time in the official journal of the Governing Authority; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 11.10. Execution of Documents. In connection with issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the District such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Resolution, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 11.11. Recordation. A certified copy of this Bond Resolution shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Calcasieu, State of Louisiana.

SECTION 11.12. Preamble. The statements of fact expressly contained within the preamble to this Bond Resolution have been specifically reviewed by the Issuer's School Board Members and are found to be factually true and correct and are made resolutions of the Issuer.

SECTION 11.13. Insurer Provisions. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the holders of Insured Obligations or the Paying Agent under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. **2020B0025**, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy

of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Amendments, Supplements and Consents.

a. Amendments. Wherever any Security Document requires the consent of Bondholders, BAM's consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.

b. Consent of BAM Upon Default. Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM's written consent.

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

Policy Payments.

a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:

   i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Department and the Bonds; and

   ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c. Special Provisions for Insurer Default: If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

ARTICLE XII

SALE OF BONDS

SECTION 12.1. Sale of Bonds. The Bonds are hereby awarded to and sold to the Underwriter at a price of $4,297,525.00, comprised of $4,330,000.00 principal, less an Underwriter's Discount in the amount of $32,475.00, and under the terms and conditions set forth in the Bond Purchase Agreement in form substantially as attached hereto as **Exhibit B**, and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Underwriters or their agents or assigns, upon receipt by the District of the agreed purchase price. The execution by the Superintendent, duly authorized, of the Bond Purchase Agreement attached hereto as **Exhibit B** is hereby ratified and approved and accepted and the Executive Officers are hereby authorized, empowered and directed to deliver or cause to be executed and delivered all documents required to be executed on behalf of the District or deemed by them necessary or advisable to implement this Bond Resolution or to facilitate the sale of the Bonds.

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

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

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

ARTICLE XIII

REDEMPTION OF REFUNDED BONDS

SECTION 13.1. Call for Redemption. Subject only to delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption on February 15, 2022, at a redemption price of 100% of the principal amount of each bond so redeemed, and accrued interest to the date of redemption, in compliance with the resolution authorizing their issuance.

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

ARTICLE XIV

CONTINUING DISCLOSURE UNDERTAKING

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

ADOPTED AND APPROVED on this 14th day of January, 2020.

/s/ Dean Roberts
DEAN ROBERTS, President
Calcasieu Parish School Board

ATTEST:

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

(Other business not pertinent to the present excerpt may be found of record in the official minute book.)

Upon motion duly made and unanimously carried, the meeting was adjourned.

/s/ Dean Roberts
DEAN ROBERTS, President
Calcasieu Parish School Board

ATTEST:

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

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, **KARL BRUCHHAUS**, certify that I am the duly qualified and acting Superintendent of Public Schools for the Parish of Calcasieu, Louisiana, and as such, Ex-Officio Secretary of the Calcasieu Parish School Board, governing authority for School District No. 23 of Calcasieu Parish, Louisiana.

I further certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a public meeting of the Calcasieu Parish School Board held on January 14, 2020, and of a Resolution adopted at said meeting, as said minutes, and Resolution appear officially of record in my possession.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of School District No. 23 of Calcasieu Parish, Louisiana, on this 14th day of January, 2020.

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

[S E A L]

Lake Charles, Louisiana
January 14, 2020

The Calcasieu Parish School Board, State of Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on January 14, 2020, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

President, Dean Roberts, called the meeting to order and on roll call, the following members were present:

Annette Ballard, Billy Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Damon Hardesty, Fredman Hardy, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

ABSENT: Glenda Gay

The meeting was called to order and the roll called with the above results.

Thereupon, upon motion made by Damon Hardesty and seconded by Billy Breaux, the following resolution was adopted, the vote thereon being as follows:

YEAS: Annette Ballard, Billy Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Damon Hardesty, Fredman Hardy, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

NAYS: None

ABSENT: Glenda Gay

NOT VOTING: None

CERTIFICATE RESOLUTION

A RESOLUTION PROVIDING FOR ISSUANCE, SALE AND DELIVERY OF $7,440,000 CALCASIEU PARISH SCHOOL BOARD TAXABLE EXCESS REVENUE REFUNDING CERTIFICATES OF INDEBTEDNESS, SERIES 2020; PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH CERTIFICATES OF INDEBTEDNESS AND APPLICATION OF PROCEEDS THEREOF TO REFUND CERTAIN EXCESS REVENUE CERTIFICATES OF INDEBTEDNESS OF SAID SCHOOL BOARD; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board (the "Issuer") has heretofore issued $15,000,000 of its Excess Revenue Certificates of Indebtedness, 2017 Series, dated March 2, 2017, on original issue, of which $12,385,000 is currently outstanding (the "Outstanding Certificates"), which Outstanding Certificates are secured by and payable from a pledge and dedication of the excess of annual

revenues accruing to the budget of the Issuer for the period during which the Outstanding Certificates remain outstanding above statutory, necessary and usual charges, all in accordance with the provisions of Sections 2922 and 2933 *et seq.*, of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "Prior Act"), on parity with the Outstanding Parity Certificates (as defined herein);

WHEREAS, the Issuer, has found and determined that refunding a portion of the Outstanding Certificates, consisting of those certificates which mature on February 1, 2024 through February 1, 2027, inclusive, would be advantageous to the Issuer; and

WHEREAS, the Issuer has adopted a preliminary resolution on September 10, 2019, expressing its intention to issue taxable excess revenue refunding Certificates of Indebtedness of the Issuer in an aggregate principal amount not to exceed $10,000,000 pursuant to the provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Subparts A and B, Part II, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 to La. R.S. 39:531, inclusive), and other constitutional and statutory authority supplemental thereto (the "Act"); and

WHEREAS, the State Bond Commission, on October 17, 2019, granted authority for issuance of the Certificates of Indebtedness in the aggregate principal amount not exceeding $10,000,000, said Certificates of Indebtedness to bear interest at a rate or rates not exceeding 5.00% per annum; and

WHEREAS, pursuant to the Act, it is now the desire of the Issuer to adopt this Certificate Resolution in order to provide for issuance by the Issuer of $7,440,000 principal amount of its Taxable Excess Revenue Refunding Certificates of Indebtedness, Series 2020 (the "Certificates"), for the purpose of refunding the Refunded Certificates (as defined herein), to fix the details of the Certificates and to sell the Certificates to the purchaser thereof; and

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

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

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

WHEREAS, it is necessary that this Issuer, prescribe the form and content of the Escrow Deposit Agreement providing for payment of the principal, premium and interest of the Refunded Certificates and authorize execution thereof as hereinafter provided;

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. The following terms shall have the following meanings in this resolution unless the context otherwise requires:

"Act" shall mean, collectively, Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, SubParts A and B, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 to 531, inclusive), and other constitutional and statutory authority supplemental thereto.

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

"Bond Counsel" shall mean an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Business Day" shall mean a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

"Certificates" shall mean, collectively, any or all of the Taxable Excess Revenue Refunding Certificates, Series 2020, of the Issuer, issued pursuant to this Certificate Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Certificate. The Certificates shall be secured by and payable from a pledge and dedication of the excess of annual revenues accruing to the budget of the Issuer for the period during which the Certificates remain outstanding above statutory, necessary and usual charges, all in accordance with the provisions of the Act, and insured by the Policy.

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

"Certificate Obligation" shall mean, as of the date of computation, the principal amount of the Certificates then Outstanding.

"Certificate Resolution" shall mean the resolution authorizing issuance of the Certificates, as further amended and supplemented as herein provided.

"Certificate Year" shall mean the one-year period ending on the principal payment date on the Certificates (February 1 for the Certificates).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Certificates, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the Issuer, fees and disbursements of

consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Certificates, costs and expenses of refunding, premiums for the insurance policy securing payment of the Certificates, if any, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of Certificates.

"Debt Service" for any period shall mean, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Certificates and (ii) the principal amount of Certificates which mature during such period.

"Defeasance Obligations" shall mean (a) cash or (b) non callable Government Securities.

"Escrow Agent" shall mean Hancock Whitney Bank, Baton Rouge, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Certificate Resolution.

"Escrow Agreement" shall mean the Escrow Deposit Agreement dated as of February 1, 2020, between the Issuer and the Escrow Agent, substantially in the form attached hereto as **Exhibit E**, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

"Executive Officers" shall mean the President, the Secretary, and the Chief Financial Officer of the Calcasieu Parish School Board.

"Fiscal Year" shall mean the one-year period commencing on July 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the Issuer.

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

"Interest Payment Date" shall mean February 1 and August 1 of each year, commencing August 1, 2020, with respect to the Certificates.

"Issuer" shall mean Calcasieu Parish School Board, State of Louisiana.

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

1. Certificates theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

2. Certificates for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the owners of such Certificates with the effect specified in Section 11.1 of this Certificate Resolution, provided that if such Certificates are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Certificate Resolution, to the satisfaction of the Paying Agent, or waived;

3. Certificates in exchange for or in lieu of which other Certificates have been registered and delivered pursuant to the Certificate Resolution; and

4. Certificates alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in the Certificate Resolution or by law.

"Outstanding Certificates" shall mean the Issuer's $15,000,000 Excess Revenue Certificates, Series 2017, dated March 2, 2017, on original issue, of which $12,385,000 is currently outstanding.

"Outstanding Parity Certificates" shall mean (i) the Issuer's $15,000,000 Excess Revenue Certificates, Series 2017, maturing February 1, 2020 through February 1, 2023, issued pursuant to a resolution adopted February 14, 2017; and (ii) the Issuer's $4,250,000 Excess Revenue Certificates of Indebtedness, Series 2019, maturing April 1, 2020 through April 1, 2029, issued pursuant to a resolution adopted April 9, 2019.

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

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

"Pledged Revenues" shall mean the excess of annual revenues accruing to the budget of the Issuer, including Unreserved General Fund Balance of the Issuer, for the period during which the Certificates remain outstanding, above statutory, necessary and usual charges, all in accordance with the provisions of the Act, as amended, and all other laws on the same subject matter.

"Policy" shall mean the policy of municipal bond insurance issued by BAM insuring the scheduled payment of the principal of and interest on the Certificates when due.

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

"Record Date" shall mean, with respect to an Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding the month in which an Interest Payment is due, whether or not such day is a Business Day.

"Refunded Certificates" means, collectively, the Refunded Certificates maturing February 1, 2024 to February 1, 2027, as more fully described in **Exhibit A** hereto.

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

"State" shall mean the State of Louisiana.

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

"Unreserved Fund Balance" shall mean, with respect to the Issuer's General Fund each Fiscal Year, current available financial resources available for spending for any lawful purpose, in accordance with Generally accepted Accounting Principals ("GAAP"), consistently applied.

SECTION 1.2. Interpretation. In this Certificate Resolution, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Certificate Resolution shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF CERTIFICATES

SECTION 2.1. Authorization of Certificates. (a) This Certificate Resolution creates one series of Certificates to be designated *"Taxable Excess Revenue Refunding Certificates, Series 2020, of Calcasieu Parish School Board, State of Louisiana"* and provides for the full and final payment of the principal or redemption price of, and interest on all the Certificates.

(b) The Certificates issued under this Certificate Resolution shall be issued for the purpose of refunding the Refunded Certificates through escrow of a portion of the proceeds of the Certificates which shall be invested in Government Securities, plus an initial cash deposit, in accordance with the terms of the Escrow Agreement, in order to provide for payment of the principal of, premium, if any, and interest on the Refunded Certificates as they mature or upon earlier redemption as provided in Section 13.1 hereof.

(c) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Certificates, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Certificates under this Certificate Resolution, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Certificates, and accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the aforesaid Refunded Certificates, except to assure that the Refunded Certificates are paid from the Government Securities and funds so escrowed in accordance with the provisions of the Escrow Agreement, and that the Refunded Certificates will be defeased pursuant to the terms of the resolution of the Issuer which authorized their issuance, and the Act.

(d) The Escrow Agreement is hereby approved by the Issuer and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of **Exhibit E** hereof, with such changes, additions, deletions or completions deemed appropriate by such signing officials, and it is expressly provided and covenanted that all of the provisions for payment of the principal of, premium, if any, and interest on the Refunded Certificates from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.

SECTION 2.2. Certificate Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Certificates by those who shall own the same from time to time, the provisions of this Certificate Resolution shall be a part of the contract of the Issuer with the Owners of the Certificates and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Certificates. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Certificates, each of which Certificates, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Certificate Resolution.

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

SECTION 2.4. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized issuance of $7,440,000 principal amount of Certificates to be designated *"Taxable Excess Revenue Refunding Certificates of the Calcasieu Parish School Board, State of Louisiana, Series 2020,"* for the purpose of refunding the Refunded Certificates. The Certificates shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Certificate Resolution.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Certificates are issuable as fully registered Certificates without coupons in the denominations of $5,000 principal amount or any integral multiple of $5,000 in excess thereof within a single maturity, shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on February 1 in the years and in the principal amounts and shall bear interest, payable on February 1 and August 1 of each year commencing August 1, 2020, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

DUE (Feb 1)	MATURITY AMOUNT	INTEREST RATE
2021	130,000	2.095%
2022	125,000	2.171%
2023	125,000	2.221%
2024	1,705,000	2.329%
2025	1,740,000	2.429%
2026	1,785,000	2.598%
2027	1,830,000	2.648%

The principal and premium, if any, of the Certificates are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Certificates is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner (determined as of the Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Certificates shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the Issuer shall default in payment of interest on any Certificates due on any Interest Payment Date, then all such Certificates shall bear interest at their stated rate from the most recent Interest Payment Date to which interest has been paid on the Certificates, or if no interest has been paid on the Certificates, from their dated date. The person in whose name any Certificate is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Certificate has been called for redemption on a redemption date which is prior to such Interest Payment Date) not withstanding cancellation of such

Certificate upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF THE CERTIFICATES

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

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

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Certificates. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Certificates of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Issuer and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Certificate during a period beginning at the opening of business on the 15th calendar day of the month in which an Interest Payment is due, or any date of selection of Certificates to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Certificate so selected for redemption in whole or in part.

All Certificates delivered upon any registration of transfer or exchange of Certificates shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Certificate Resolution as the Certificates surrendered. Prior to due presentment for registration of transfer of any Certificate, the Issuer, BAM and the Paying Agent, and any agent of the Issuer, BAM or the Paying Agent may deem and treat the person in whose name any Certificate is registered as the absolute owner thereof for all purposes, whether or not such Certificate shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Certificates Mutilated, Destroyed, Stolen or Lost. In case any Certificate shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Governing Authority may in its discretion adopt a resolution and thereby authorize issuance and delivery of a new Certificate in exchange for and substitution for such mutilated or improperly canceled Certificate, or in lieu of and

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

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

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

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

SECTION 3.5. Execution. The Certificates shall be executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the President and Secretary of the Calcasieu Parish School Board, and the corporate seal of the Calcasieu Parish School Board (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Certificates shall cease to be such officer before the Certificates so signed and sealed shall have been actually delivered, such Certificates may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Certificates had not ceased to hold such office. Said officers shall, by the execution of the Certificates, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Certificates or any legal opinion certificate thereon, and the Issuer may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Certificate, notwithstanding that at the date of such Certificate such person may not have held such office or that at the time when such Certificate shall be delivered such person may have ceased to hold such office.

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

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

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

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

(a) DTC determines to discontinue providing its service with respect to the Certificates. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

(b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the beneficial Owners.

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

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

Whenever during the term of the Certificates the beneficial ownership thereof is determined by a book entry at DTC, the requirements of this Certificate Resolution of holding, delivering or transferring the Certificates shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

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

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

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

ARTICLE IV

PAYMENT OF CERTIFICATES; DISPOSITION OF FUNDS

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

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

The Certificates are secured by and payable in principal and interest from the irrevocable pledge and dedication of the excess of annual revenues of the Issuer in the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, and subsequent years above statutory, necessary and usual charges. The Issuer has obligated itself to budget annually a sufficient sum of money to pay the Certificates and the interest thereon as they respectively mature, and to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and the interest on all Refunded Certificates after payment in such years of all statutory, necessary, and usual charges, until all the Certificates have been paid.

The Issuer has obligated itself, that so long as any of the Certificates are outstanding, in each year, it will maintain efficiency and economy, together with sufficient rates, fees and charges in the operation of the Calcasieu Parish School System together with taxes levied and collected each year sufficient to meet debt service requirements on all outstanding excess revenue certificates of indebtedness, including the Certificates, after payment of all statutory, necessary and usual charges of the Issuer for the current year, and said obligation will be irrevocable until the Certificates have been paid in full as to both principal and interest, and this Certificate Resolution will not be subject to amendment in any manner which would impair the rights of the holders from time to time of the Certificates or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. This Certificate Resolution will be irrepealable until the Certificates and the interest accruing thereon shall have been fully paid, satisfied, and discharged.

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Certificates will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Revenues shall be deposited as the same may be collected to the credit of the Issuer, in separate and special bank accounts established and maintained with the regularly designated fiscal agent of the Calcasieu

Parish School Board and designated "Calcasieu Parish School Board 2020 Taxable Excess Revenue Refunding Certificate Sinking Fund" (the "Sinking Fund."). Funds on deposit in the Sinking Fund shall constitute dedicated funds of the Issuer, from which appropriations and expenditures by the Issuer shall be made solely for the purposes of paying the principal of, interest on, and redemption premium, if any, of the Certificates. Said fiscal agent shall transfer from said Sinking Fund to the paying agent bank or banks for all Certificates payable from said fund, at least five (5) Business Days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

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

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

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

ARTICLE V

REDEMPTION OF CERTIFICATES

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

ARTICLE VI

PARTICULAR COVENANTS

SECTION 6.1. Obligation of the Issuer in Connection with Issuance of the Certificates. As a condition of the issuance of the Certificates, the Issuer hereby binds and obligates itself to: deposit irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from issuance and sale of the Certificates as will enable the Escrow Agent to (i) pay the interest on the Refunded Certificates through February 1, 2022 and pay in full on February 1, 2022, the principal of the Refunded Certificates; and (ii) deposit in trust with the Escrow Agent such amount of the proceeds of the Certificates as will enable the Escrow Agent to pay the Costs of Issuance and the costs properly attributable to establishment and administration of the Escrow Fund.

SECTION 6.2. Payment of Certificates. The Issuer shall budget in each Fiscal Year sufficient Pledged Revenues to make all payments required by Sections 4.1, 4.2 and 4.3 in such Fiscal Year, and shall also duly and punctually pay or cause to be paid as herein provided, the principal of every Certificate and the interest thereon, at the dates and places and in the manner stated in the Certificates according to the true intent and meaning thereof.

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

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

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

SECTION 6.6. Pledged Revenues Not Encumbered. As of this date, the Pledged Revenues are not pledged or encumbered in any way, except to the payment of the Refunded Certificates and the Outstanding Parity Certificates previously issued by the Issuer.

ARTICLE VII

SUPPLEMENTAL CERTIFICATE RESOLUTIONS

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

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

ARTICLE VIII

PARITY CERTIFICATES

SECTION 8.1. Issuance of Parity Certificates. All of the Certificates shall enjoy complete parity of lien on the Pledged Revenues despite the fact that any of the Certificates may be delivered at an earlier date than any other of the Certificates. The Issuer may issue other Certificates or obligations payable from or enjoying a lien on the Pledged Revenues on a parity with the Certificates.

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

The Issuer may issue other certificates or obligations payable from or enjoying a lien on its excess revenues on a parity with the Certificates, so long as the Issuer's excess revenues during the most recently completed fiscal year for which audited financial statements are available are not less than 1.15 times the maximum annual debt service requirements for all of the Issuer's outstanding debt secured by excess revenues. For purposes of performing such calculation, non-recurring expenses, including but not limited to supplement payments to employees and capital outlay expenditures, shall be executed.

It is specifically understood that after funds have been set aside out of the revenues of any year sufficient to pay the principal of and the interest on the Certificates for the then current year and such funds have been deposited in the 2020 Certificates Sinking Fund, then any excess of annual revenues remaining in that year will be free for expenditure by the Issuer for any other lawful purpose.

ARTICLE IX

REMEDIES ON DEFAULT

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

(a) if default shall be made in the due and punctual payment of the principal of any Certificate when and as the same shall become due and payable, whether at maturity or otherwise (in determining whether a principal payment default has occurred, no effect shall be given to payments made under the Policy); or

(b) if default shall be made in the due and punctual payment of any installment of interest on any Certificate when and as such interest installment shall become due and payable (in determining whether an interest payment default has occurred, no effect shall be given to payments made under the Policy); or

(c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Certificate Resolution, any supplemental resolution or in the Certificates contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the Issuer by BAM or the Owners of not less than 25% of the Certificate Obligation (as defined in the Certificate Resolution); or

(d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

then, upon the happening and continuance of any Event of Default, BAM and the Owners of the Certificates shall be entitled to exercise all rights and powers for which provision is made under Louisiana law; provided, however, that the exercise of remedies at the direction of the Owners is subject to the prior written consent of BAM, and BAM, acting alone, shall have the exclusive right to direct any action or remedy to be undertaken so long as it is not then in default of its payment obligations under the Policy. Under no

circumstances may the principal or interest of any of the Certificates be accelerated. The Issuer shall notify BAM immediately upon the occurrence of any Event of Default. All remedies shall be cumulative with respect to the Paying Agent, the Owners and BAM; if any remedial action is discontinued or abandoned, the Paying Agent, the Owners and BAM shall be restored to the former positions.

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

ARTICLE X

CONCERNING FIDUCIARIES

SECTION 10.1. Escrow Agent; Appointment and Acceptance of Duties. Hancock Whitney Bank, Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Certificate Resolution by executing and delivering the Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement.

SECTION 10.2. Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Certificate Resolution. The designation of Hancock Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Certificate Resolution by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Issuer.

SECTION 10.3. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least $30,000,000, or assets under management of at least $25,000,000, and (iii) be subject to supervision or examination by Federal or state authority , and (iv) be acceptable to BAM. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent, and until written notice thereof shall have been given to BAM. BAM shall have the right to remove the Paying Agent upon written notice to the Issuer and the Paying Agent. Any successor Paying Agent, if applicable, shall not be appointed unless BAM approves such successor in writing. Notwithstanding any other provision of this Certificate Resolution, in determining whether the rights of the Certificateholders will be adversely affected by any action taken pursuant to the terms and provisions of this Certificate Resolution, the Paying Agent shall consider the effect on the Certificateholders as if there were no Policy.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Defeasance. (a) If the Issuer shall pay or cause to be paid to the Owners of all Certificates then outstanding, the principal and interest to become due thereon, and any amounts which may be then payable by the Issuer with respect to the Policy to BAM, at the times and in the manner stipulated therein and in this Certificate Resolution, then the covenants, agreements and other obligations of the Issuer to the Certificateholders shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to

evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer any moneys, securities and funds held by it pursuant to the Certificate Resolution which are not required for the payment or redemption of Certificates not theretofore surrendered for such payment or redemption.

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

Any Certificate shall, prior to maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal thereof, together with all accrued interest and (ii) the adequacy of the Defeasance Obligations so deposited to pay when due the principal and all accrued interest shall have been verified by an independent certified public accountant.

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

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

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

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

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

2. The ownership of Certificates and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent.

(b) Any request or consent by the Owner of any Certificate shall bind all future Owners of such Certificate in respect of anything done or suffered to be done by the Issuer or the Paying Agent in accordance therewith.

SECTION 11.3. Moneys Held for Particular Certificates. The amounts held by the Paying Agent for the payment due on any date with respect to particular Certificates shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Certificates entitled thereto.

SECTION 11.4. Parties Interested Herein. Nothing in the Certificate Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, BAM, the Paying Agent and Owners of the Certificates any right, remedy or claim under or by reason of the Certificate Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Certificate Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, BAM, the Paying Agent and Owners of the Certificates.

SECTION 11.5. No Recourse on the Certificates. No recourse shall be had for payment of principal of or interest on the Certificates or for any claim based thereon or on this Certificate Resolution against any member of the Governing Authority or officer of the Issuer or any person executing the Certificates.

SECTION 11.6. Successors and Assigns. Whenever in this Certificate Resolution the Issuer are named or referred to, it shall be deemed to include their successors, and assigns and all the covenants and agreements in this Certificate Resolution contained by or on behalf of the Issuer shall bind and inure to the benefit of their successors, and assigns whether so expressed or not.

SECTION 11.7. Subrogation. In the event the Certificates herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof, or BAM, shall be subrogated to all the rights and remedies against the Issuer had and possessed by the Owner or Owners of the Refunded Certificates.

SECTION 11.8. Severability. In case any one or more of the provisions of the Certificate Resolution or of the Certificates issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Certificate Resolution or of the Certificates, but the Certificate Resolution and the Certificates shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Certificate Resolution which validates or makes legal any provision of the Certificate Resolution or the Certificates which would not otherwise be valid or legal shall be deemed to apply to this Certificate Resolution and to the Certificates.

SECTION 11.9. Publication of Certificate Resolution. This Certificate Resolution shall be published one time in the official journal of the Governing Authority; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 11.10. Execution of Documents. In connection with issuance and sale of the Certificates, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Certificate Counsel, to effect the transactions contemplated by this Certificate Resolution, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 11.11. Recordation. A certified copy of this Certificate Resolution shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Calcasieu, State of Louisiana.

SECTION 11.12 Preamble. The statements of fact expressly contained within the preamble to this Certificate Resolution have been specifically reviewed by the Issuer's School Board Members and are found to be factually true and correct and are made resolutions of the Issuer.

SECTION 11.13 Insurer Provisions. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the holders of Certificates or the Paying Agent under the Certificate Resolution.

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

BAM as Owner. Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Certificates for all purposes under the Certificate Resolution, including, without limitations, for purposes of exercising remedies and approving amendments.

Consent of BAM in Addition to Bondholder Consent. Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of holders of the Insured Obligations or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.

BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Certificate Resolution and may enforce the provisions of the Certificate Resolution as if it were a party thereto.

Subrogation. The Issuer and the Paying Agent agree for the benefit of BAM that:

a) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Paying Agent), on account of principal of or interest on the Certificates, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Certificate Resolution and the Certificates; and

b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the Certificate Resolution and the Certificates, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Certificates to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

c) The Certificate Resolution shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Certificate Resolution or any other document executed in connection with the Certificates ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Issuer agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

Notwithstanding anything herein to the contrary, the Issuer agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the Issuer, payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, BAM Reimbursement Amounts shall be, and the Issuer hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Certificates on a parity with debt service due on the Certificates.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Certificates and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

ARTICLE XII

SALE OF CERTIFICATES

SECTION 12.1. Sale of Certificates. The Certificates are hereby awarded to and sold to the Underwriter at a price of $7,384,200.00, comprised of $7,440,000.00 principal, less $55,800.00 Underwriter's Discount, and under the terms and conditions set forth in the Certificate Purchase Agreement in form substantially as attached hereto as **Exhibit B**, and after their execution and authentication by the Paying Agent, the Certificates shall be delivered to the Underwriters or their agents or assigns, upon receipt

by the Issuer of the agreed purchase price. The execution by the Superintendent, duly authorized, of the Certificate Purchase Agreement attached hereto as **Exhibit B** is hereby ratified and approved and accepted and the Executive Officers are hereby authorized, empowered and directed to deliver or cause to be executed and delivered all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement this Certificate Resolution or to facilitate the sale of the Certificates.

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

SECTION 12.3. Executive Officers Determine Certificate Terms. The Executive Officers are hereby designated as representatives of the Issuer and the execution by the Executive Officers of the Certificate Purchase Agreement between the Issuer and the Underwriter is hereby ratified and approved.

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

ARTICLE XIII

REDEMPTION OF REFUNDED CERTIFICATES

SECTION 13.1. Call for Redemption. Subject only to delivery of the Certificates, the Refunded Certificates are hereby irrevocably called for redemption on February 1, 2022, at a redemption price of 100% of the principal amount of each Certificate so redeemed, and accrued interest to the date of redemption, in compliance with the resolution authorizing their issuance.

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

ARTICLE XIV

CONTINUING DISCLOSURE UNDERTAKING

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

ADOPTED AND APPROVED on this 14th day of January, 2020.

/s/ Dean Roberts
DEAN ROBERTS, President
Calcasieu Parish School Board

ATTEST:

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

(Other business not pertinent to the present excerpt may be found of record in the official minute book.)

Upon motion duly made and unanimously carried, the meeting was adjourned.

/s/ Dean Roberts
DEAN ROBERTS, President
Calcasieu Parish School Board

ATTEST:

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

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, **KARL BRUCHHAUS**, certify that I am the duly qualified and acting Superintendent of Public Schools for the Parish of Calcasieu, Louisiana, and as such, Ex-Officio Secretary of the Calcasieu Parish School Board, State of Louisiana.

I further certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a public meeting of the Calcasieu Parish School Board held on January 14, 2020, and of a Resolution adopted at said meeting, as said minutes, and Resolution appear officially of record in my possession.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Calcasieu Parish School Board, State of Louisiana, on this 14th day of January, 2020.

KARL BRUCHHAUS, Secretary

[S E A L]

Exhibit A

OUTSTANDING CERTIFICATES TO BE REFUNDED

$15,000,000
CALCASIEU PARISH SCHOOL BOARD
EXCESS REVENUE CERTIFICATES OF INDEBTEDNESS
SERIES 2017

MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	CUSIP NO.
02/01/2024	1,575,000	5.000%	128478 CX0
02/01/2025	1,650,000	5.000%	128478 CY8
02/01/2026	1,735,000	5.000%	128478 CZ5
02/01/2027	1,820,000	5.000%	128478 DA9

The Refunded 2017 Certificates will be called for redemption on February 01, 2022, at a price of par and accrued interest through the redemption date.

Execution Version

EXHIBIT B

CERTIFICATE PURCHASE AGREEMENT

$7,440,000
CALCASIEU PARISH SCHOOL BOARD
TAXABLE EXCESS REVENUE REFUNDING
CERTIFICATES OF INDEBTEDNESS
SERIES 2020

January 14, 2020

Calcasieu Parish School Board, Louisiana
Lake Charles, Louisiana

Ladies and Gentlemen:

The undersigned, Crews & Associates, Inc. (the "*Underwriter*"), being duly authorized, hereby offers to enter into this Certificate Purchase Agreement (this "*Certificate Purchase Agreement*") with Calcasieu Parish School Board, State of Louisiana (the "*Issuer*") for the purchase of the Certificates (as hereinafter defined) by the Underwriter.

This offer is made subject to the written acceptance of this Certificate Purchase Agreement by the Issuer on or before 7:00 p.m. prevailing Central Time on the date hereof, as authorized by the Issuer by a resolution adopted by the Issuer, on September 10, 2019 and a resolution adopted by the Issuer on January 14, 2020 (collectively, the "*Certificate Resolution*"), and if not so accepted and approved, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer by the Underwriter at any time prior to the acceptance of this Certificate Purchase Agreement.

All capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to such terms in the Certificate Resolution, unless the context shall clearly indicate otherwise.

SECTION 1
PURCHASE, SALE AND DELIVERY OF THE CERTIFICATES

(a) Upon the terms and conditions and upon the basis of the representations, warranties, and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, $7,440,000 in aggregate principal amount of its Taxable Excess Revenue Refunding Certificates of Indebtedness, Series 2020 (the "*Certificates*"). The Certificates shall bear interest at the rates per annum and mature on the dates and in the amounts set forth in Schedule I hereto. The purchase price of the Certificates shall be $7,384,200 (representing $7,440,000 original principal amount of the Certificates, less an Underwriter's discount in the amount of $55,800).

(b) Delivery of the Certificates shall be made in New York, New York at The Depository Trust Company ("*DTC*"), 55 Water Street, New York, New York, at the Closing Time (as stated below), or at such other place as shall be mutually agreed upon by the Issuer and the Underwriter. Subject to the terms hereof, the Closing shall take place at 10:00 a.m., prevailing Central time, on February 13, 2020, (or such other time or business day as may be mutually agreed upon by the Underwriter and the Issuer in writing) at the offices of Joseph A. Delafield, A Professional Law Corporation, Lake Charles, Louisiana. Payment for the Certificates shall be made in lawful money of the United States of America in

immediately available federal funds and shall be payable to Hancock Whitney Bank, Baton Rouge, Louisiana, as paying agent (the "*Paying Agent*") for the account of the Issuer at 10:00 a.m., prevailing Central time on February 13, 2020, or such other date and time as shall be mutually agreed upon by the Issuer and the Underwriter. The date of such delivery and payment is herein called the "*Closing Date*" and the hour and date of such delivery and payment is herein called the "*Closing Time*." The Certificates shall be delivered in definitive or temporary form as fully registered certificates bearing CUSIP numbers in such denominations as the Underwriter shall specify. There shall be one Certificate delivered for each maturity of the Certificates, registered in the name of Cede & Co., as nominee for DTC. On the Business Day preceding the Closing Date, the Certificates shall be delivered by the Issuer to the Paying Agent to be held in escrow pending their release to the Underwriter on the Closing Date.

(c) The Certificates are to be issued under the provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, SubParts A and B, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 to 531, inclusive), and other constitutional and statutory authority supplemental thereto (the "*Act*"). The Certificates are also being issued pursuant to the authority of the Certificate Resolution.

(d) The proceeds of the Certificates will be used by the Issuer for the purpose of: (i) refunding the Issuer's Excess Revenue Certificates of Indebtedness, Series 2017 (the "*Refunded Certificates*") maturing February 1, 2024 through February 1, 2027 (the "*Project*"); and (ii) paying the costs of issuance of the Certificates, including the premium for a bond insurance policy.

(e) The Certificates will be secured by and payable in principal and interest from the irrevocable pledge and dedication of the excess of annual revenues of the Issuer in the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, and subsequent years above statutory, necessary and usual charges. In the Certificate Resolution the Issuer has obligated itself to budget annually a sufficient sum of money to pay the Certificates and the interest thereon as they respectively mature, and to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and the interest on all outstanding Certificates after payment in such years of all statutory, necessary, and usual charges, until all the Certificates have been paid.

(f) Payment of the principal of and interest on the Certificates when due will be guaranteed by a municipal bond insurance policy (the "*Bond Insurance Policy*") to be issued simultaneously with the delivery of the Certificates by Build America Mutual Assurance Company (the "*Bond Insurer*").

(g) Interest on the Certificates will be payable each February 1 and August 1, commencing August 1, 2020 (each an "*Interest Payment Date*"). The Certificates shall be callable for redemption as provided in the Certificate Resolution.

(h) At or before the time of the Issuer's acceptance hereof, the Issuer shall furnish the Underwriter with a copy of the Official Statement of the Issuer relating to the Certificates. Said Official Statement, including the cover page and the appendices thereto, is hereinafter called the "*Official Statement.*" The Preliminary Official Statement dated December 18, 2019, as supplemented December 19, 2019, describing the Certificates was, as of its date, deemed by the Issuer to be final for purposes of Rule 15c2-12 except for the omission of no more than the information described in Section (b)(1) of Rule 15c2-12. The Issuer authorized and consents to the use of the final Official Statement describing the Certificates, in the form of the Preliminary Official Statement but with the completion of such pricing information and any other necessary information by the Underwriter.

(i) The Issuer hereby agrees that it will cause to be executed as a condition to the issuance of the Certificates the Continuing Disclosure Certificate, in substantially the form set forth in Appendix D to

the Official Statement (collectively, the "*Continuing Disclosure Certificate*") on or before the Closing Date evidencing the written undertaking by Issuer for the benefit of Bondholders required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 (the "*Rule*"). The Underwriter agrees to comply with the Rule and applicable rules of the Municipal Securities Rulemaking Board.

(j) In order to assure compliance with the Internal Revenue Code of 1986, as amended, the Issuer will execute a No-Arbitrage Certificate dated the Closing Date (the "*No-Arbitrage Certificate*").

SECTION 2
REPRESENTATIONS AND AGREEMENTS OF THE ISSUER

By its execution hereof, the Issuer represents, warrants, and covenants to and with the Underwriter, as follows:

(a) The Official Statement does not, as of the date hereof, and on the Closing Date will not, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; provided, however, that the representations and warranties in this paragraph shall not apply to the information contained under the captions "BOOK-ENTRY ONLY SYSTEM," "BOND INSURANCE," "SOURCES AND USES OF FUNDS," "TAX MATTERS," "LEGAL MATTERS," "FINANCIAL ADVISOR," "UNDERWRITING," "MISCELLANEOUS," "APPENDIX C - FORM OF OPINION OF BOND COUNSEL," AND "APPENDIX F – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" (collectively, the "*Issuer's Excluded Sections*").

(b) The Issuer is a political subdivision of the State. The Issuer is authorized by the laws of the State, including particularly the Act and the Certificate Resolution to: (i) issue, sell, execute, and deliver the Certificates for the purposes specified herein, (ii) enter into and perform its obligations under the Certificate Resolution, and (iii) carry out and consummate the transactions contemplated by this Certificate Purchase Agreement and the Certificate Resolution.

(c) The Issuer has complied with all provisions of the Constitution and laws of the State pertaining to the adoption of the Certificate Resolution, the issuance and sale of the Certificates, and the execution and delivery of this Certificate Purchase Agreement, including the Act.

(d) By official action of the Issuer prior to the Closing Date, the Issuer will duly adopt the Certificate Resolution and duly authorize all actions required to be taken by it for: (i) the issuance and sale of the Certificates upon the terms set forth herein and in the Certificate Resolution; (ii) the execution, delivery and due performance of this Certificate Purchase Agreement, the Certificates, and the Certificate Resolution; and (iii) the delivery of any and all such other agreements and documents as may be required to be executed, delivered, or performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforesaid documents.

(e) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, overtly threatened by written communication against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor): (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices; or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Certificates, the Certificate Resolution, this Certificate Purchase Agreement or any agreement or instrument to which the Issuer is a

party and that is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the documents described in (B) below or by the aforesaid documents; or (B) materially adversely affect (1) the transactions contemplated by this Certificate Purchase Agreement, the Certificate Resolution, or the Certificates; or (2) the exemption of the interest on the Certificates from federal or State income taxation.

(f) The Issuer is not in breach of or in default under any applicable law or administrative regulation of the State or the United States of America, or any applicable judgment or decree, or any loan agreement, note, resolution, or other agreement or instrument to which the Issuer is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Certificates and the transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(g) All consents, approvals, authorizations, and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Issuer in connection with the issuance and sale of the Certificates, the execution and delivery of this Certificate Purchase Agreement, and the consummation of the transactions contemplated by this Certificate Purchase Agreement and the Certificate Resolution have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws or as to any approvals or consents relating to the Project that are not required as of the date hereof.

(h) Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the knowledge of the Issuer, threatened to issue, any order seeking to enjoin the offer or sale of the Certificates.

(i) Any certificate signed by an authorized officer of the Issuer delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(j) The Issuer is not in default and has not been in default at any time, as to principal or interest, with respect to any bonds, certificates of indebtedness, notes, securities or other obligations issued by the Issuer or any successor of the Issuer.

(k) This Certificate Purchase Agreement is in the form approved by the Issuer and upon the execution and delivery hereof, will constitute the legal, valid, and binding obligation of the Issuer, enforceable in accordance with its terms (subject in each case to principles of equity, regardless of whether proceedings for enforcement be of a legal or equitable nature, and to any applicable bankruptcy, reorganization, insolvency, moratorium, or other laws affecting the enforcement of creditors' rights generally from time to time in effect).

(l) The Certificates will be duly authorized, executed, authenticated, issued, and delivered and will constitute legal, valid, and binding obligations of the Issuer and entitled to the benefits and security of the Certificate Resolution (subject to principles of equity, regardless of whether proceedings for enforcement be of a legal or equitable nature, and any applicable bankruptcy, reorganization, insolvency, moratorium, or other laws affecting the enforcement of creditors' rights generally from time to time in effect).

(m) The Certificates will be limited obligations of the Issuer, secured by the Issuer's excess of annual revenues above statutory, necessary and usual charges, as well as those funds and monies of the Issuer budgeted, allocated, available, dedicated, set aside, or otherwise to be utilized to fund or make debt

service payments on the outstanding Certificates, and do not constitute an indebtedness or pledge of the general credit of the State of Louisiana or any other political subdivision thereof.

(n) The Issuer will apply the proceeds from the sale of the Certificates as specified in the Certificate Resolution and this Certificate Purchase Agreement.

(o) The adoption by the Issuer of the Certificate Resolution and the execution and delivery by the Issuer of this Certificate Purchase Agreement, the Certificates, and the other documents contemplated hereby, and the compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under: (i) any governing instruments; (ii) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement, or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound; or (iii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties.

(p) As of the date of this Certificate Purchase Agreement and (unless an event occurs of the nature described in Section 2(r)) at all times subsequent thereto during the period from the date of this Certificate Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Certificates (as determined in accordance with Section 10 hereof) the information contained in the Official Statement (other than the information contained under the Issuer's Excluded Sections) does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(q) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto during the period from the date of this Certificate Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Certificates (as determined in accordance with Section 10 hereof), the information in the Official Statement (other than the information contained under the Issuer's Excluded Sections), as so supplemented or amended, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(r) If during the period from the date of this Certificate Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Certificates (as defined and determined in accordance with Section 10 hereof), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, it shall notify the Underwriter, and, if in the opinion of the Underwriter such fact or event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and furnish to the Underwriter a reasonable number of copies of the supplement or amendment.

(s) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon.

(t) To the extent permitted by law, the Issuer agrees to hold harmless and indemnify the Underwriter, any member, trustee, officer, official, or employee of the Underwriter and each person, if

any, who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, trustee, director, officer, official, employee, or agent (collectively, the "*Indemnified Parties*"), for any and all losses, claims, damages, liabilities, or expenses whatsoever to the extent caused by any untrue statement or misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement concerning the Issuer or its properties or operations or caused by any omission from the Preliminary Official Statement or the Official Statement of any material fact concerning the Issuer or its properties or operations necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. In case any action shall be brought against one or more of the Indemnified Parties based upon the Preliminary Official Statement or the Official Statement and in respect of which reimbursement may be sought against the Issuer, the Indemnified Parties shall promptly notify the Issuer in writing, and the Issuer shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Reimbursable Party or Indemnified Parties unless the employment of such counsel has been specifically authorized by the Issuer. The Issuer shall not be bound to make reimbursement for any settlement of any such action effected without its consent by any of the Indemnified Parties, but, if settled with the consent of the Issuer or if there be a final judgment for the plaintiff in any such action against the Issuer or any of the Indemnified Parties, with or without the consent of the Issuer, the Issuer agrees to reimburse the Indemnified Parties to the extent provided in this Certificate Purchase Agreement.

(u) The Issuer acknowledges and agrees that (i) the purchase and sale of the Certificates pursuant to this Certificate Purchase Agreement is an arm's-length transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent, fiduciary, financial advisor, or municipal advisor of the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Certificates or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Certificate Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Certificates.

(v) Except as described in the Official Statement, during the five years preceding the date of this Certificate Purchase Agreement, the Issuer has not failed to comply, in all material respects, with any of its prior continuing disclosure undertakings executed pursuant to the requirements of the Rule.

SECTION 3
CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS

The Underwriter's obligations hereunder shall be subject to the accuracy of and compliance with the representations and agreements of the Issuer contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) Concurrently with their acceptance hereof, the Issuer shall deliver or cause to be delivered to the Underwriter an executed copy of this Certificate Purchase Agreement;

(b) On the Closing Date, the Certificates (including any opinions attached thereto or printed thereon), the No-Arbitrage Certificate, the Continuing Disclosure Certificate, the Certificate Resolution, the Paying Agent Agreement, and the Official Statement shall have been duly authorized, executed, and

delivered, each in the form submitted to the Underwriter on the date hereof with only such changes therein as shall be agreed upon by the Underwriter or its counsel.

(c) At or before the Closing Time, the Underwriter shall have received:

(i) The Official Statement executed on behalf of the Issuer;

(ii) The opinions, addressed to the Underwriter in form and substance satisfactory to the Underwriter and its counsel, dated as of the Closing Date, indicating that the Underwriter may rely upon such opinions as if the same were addressed to the Underwriter, of:

(A) Joseph A. Delafield, A Professional Law Corporation, Bond Counsel, substantially in the form attached as Appendix C to the Official Statement, together with a supplemental opinion; and

(B) Jones Walker LLP, Baton Rouge, Louisiana, as counsel to the Underwriter;

(iii) Certified copies of the minutes of the Louisiana State Bond Commission reflecting approval of the issuance of the Certificates by the Issuer;

(iv) Certified copies of the Certificate Resolution and an executed original of the Continuing Disclosure Certificate;

(v) Specimen form of the Certificates;

(vi) Evidence that the Bond Insurance Policy has been issued and is in full force and effect;

(vii) Evidence satisfactory to the Underwriter that the Certificates have received an insured rating of "AA" (Insured) from S&P and that such ratings are in effect at the Closing Time;

(viii) A certificate of an authorized representative of the Issuer dated as of the Closing Date to the effect that:

(A) As of the date of this Certificate Purchase Agreement, the information contained in the Preliminary Official Statement except for the information contained in the Issuer's Excluded Sections did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make statements contained therein, in the light of the circumstances under which they were made, not misleading;

(B) At all times subsequent to the date of this Certificate Purchase Agreement up to and including the Closing Date, the information contained in the of the Official Statement except for the information contained in the Issuer's Excluded Sections did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make statements contained therein, in the light of the circumstances under which they were made, not misleading; and

(C) No litigation is pending or, to their knowledge threatened, to restrain or enjoin the execution and delivery of the Certificates, the Certificate Resolution, or the

No-Arbitrage Certificate or the existence or powers of the Issuer or the right of the Issuer to carry out the terms thereof, and the issuance of the Certificates and the execution and delivery of the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated thereby and the compliance by the Issuer with the provisions thereof will not conflict with or constitute on the part of the Issuer a breach of or a default under its by-laws, or any existing law, court or administrative regulation, decree, or order or any agreement, indenture, mortgage, loan, or other instrument to which the Issuer is subject or by which it is bound;

(ix) A copy of the Issuer's Blanket Letter of Representations to The Depository Trust Company;

(x) A certificate of an authorized representative of the Paying Agent to the effect that (A) the Paying Agent is a Mississippi state banking corporation duly organized, validly existing, and in good standing under the laws of the state of Mississippi, (B) the Paying Agent has full right, power, and authority to accept the duties enumerated in the Paying Agent Agreement and to perform its obligations under the Paying Agent Agreement, (C) the Paying Agent Agreement constitutes valid and binding obligations of the Paying Agent in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, (D) the performance of the Paying Agent of its functions under the Paying Agent Agreement will not result in any violation of the incorporating documents or bylaws of the Paying Agent, any court order to which the Paying Agent is subject, or any agreement, indenture or other obligation or instrument to which the Paying Agent is subject or any agreement, indenture, or other obligation or instrument to which the Paying Agent is a party or by which the Paying Agent is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Paying Agent is required to be obtained by the Paying Agent in order to perform its functions under the Certificate Resolution and the Paying Agent Agreement, and (E) to the best of such authorized representative's knowledge, there is no action, suit, proceeding, or investigation at law or in equity before any court, public board, or body pending or threatened against or affecting the Paying Agent wherein an unfavorable decision, ruling, or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Paying Agent to perform its obligations under the Paying Agent Agreement; and

(xi) Such additional certificates, opinions, and other documents as the Underwriter, its counsel, or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Certificate Purchase Agreement and the transactions contemplated hereby and by the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter and Bond Counsel.

SECTION 4
THE UNDERWRITER'S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Certificates by the Underwriter's notification to the Issuer in writing or by electronic communication of their election to do so between the date hereof and the Closing Date, if at any time hereafter and prior to the Closing Time:

(i) Legislation shall be introduced in or enacted by the Congress of the United States or adopted by either House thereof or introduced in or enacted by the legislature of the State, or a decision by a Federal court (including the Tax Court or Claims Court of the United States) or a State court shall be rendered, or a ruling, regulation (proposed, temporary or final), or statement by or on behalf of the

Treasury Department of the United States, the Internal Revenue Service, or other Federal or State agency shall be made, with respect to the revenues and other property pledged to the payment of the Certificates or with respect to interest received which is of the general character of interest paid on the Certificates , or which would have the effect of changing directly or indirectly the Federal or State income tax consequences of interest on bonds of the general character of the Certificates in the hands of the holders thereof, which legislation, ruling, regulation, or official statement would, in the Underwriter's reasonable judgment, materially adversely affect the market price of the Certificates;

(ii) Any legislation, ordinance, rule, regulation, or policy statement shall be introduced in or be enacted by any governmental body, department, or agency in the State or the Federal government, or a decision by any court of competent jurisdiction within the State or the Federal government shall be rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Certificates;

(iii) A stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission or any governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of the obligations of the general character of the Certificates, or the issuance, offering or sale of the Certificates, including all underlying obligations, as contemplated hereby or by the Official Statement is in violation or would be in violation of any provision of the Federal securities laws, including the Securities Act of 1933, as amended and then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(iv) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered to the effect that obligations of the general character of the Certificates are not exempt from registration under the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Certificate Resolution is an indenture that is not exempt from qualification under the Trust Indenture Act of 1939, as amended and as then in effect;

(v) Any event shall have occurred, or information become known, which, in the Underwriter's reasonable opinion, makes untrue in any material respect any statement or information contained in the Official Statement (as it may have been previously supplemented or amended) or has the effect that the Official Statement (as it may have been previously supplemented or amended) contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

(vi) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(vii) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Certificates or obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter such as the Underwriter;

(viii) A general banking moratorium shall have been established by federal, New York, or State authorities;

(ix) Any proceeding shall be pending or threatened by the Securities Exchange Commission against the Issuer;

(x) A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have escalated, or any other national emergency (including without limitation, acts of terrorism) relating to the effective operation of government or the financial community shall have occurred, which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Certificates;

(xi) The President of the United States of America, the Office of Management and Budget, the Department of the Treasury, the Internal Revenue Service, or any other governmental body, department, or agency of the United States of America shall take or propose to take any action or implement or propose regulations or rulings which, in the Underwriter's reasonable opinion, materially adversely affect the market price of the Certificates, impacts adversely in a material manner upon the Issuer's ability to apply the proceeds of the Certificates for the purposes for which the Certificates were authorized to be issued or causes the Official Statement (as it may have been previously supplemented or amended pursuant to Section 3(q) hereof) to be incorrect or misleading in any material respect;

(xii) The Issuer shall fail to deliver Official Statements to the Underwriter as provided in Section 1(i) hereof; provided, however, that the Underwriter may not terminate its obligations hereunder as a result of the failure of the Issuer to deliver such Official Statement unless such failure materially affects the Underwriter's marketing and sale of the Certificates or subjects the Underwriter to compliance infractions under the Securities and Exchange Commission or MSRB delivery requirements;

(xiii) The marketability of the Certificates or the market price thereof, in the opinion of the Underwriter, shall have been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets;

(xiv) There shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations;

(xv) The Bond Insurance Policy of the Bond Insurer securing the Certificates or any credit facility of the Bond Insurer shall have been repudiated by the Bond Insurer, or any litigation or proceeding shall be pending or threatened which questions the validity or enforceability thereof or seeks to enjoin performance by the Bond Insurer thereunder, or the Underwriter shall have received notice from the Bond Insurer that it will be unable to perform thereunder; and

(xvi) The insured ratings of the Certificates shall have been downgraded from "AA" (Insured) by S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC ("*S&P*") after the date hereof, the effect of which, in the reasonable judgment of the Underwriter, is to affect materially and adversely the market prices of the Certificates.

SECTION 5
CONDITIONS TO THE ISSUER'S OBLIGATIONS

The Issuer's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder. If the Underwriter defaults on its obligation to purchase the Certificates hereunder, this Certificate Purchase Agreement shall terminate and the Issuer shall have all rights and remedies as may be allowed by law to enforce the action or inaction of the Underwriter hereunder. In the event of any such termination, the Issuer shall not be under any obligation to the Underwriter.

SECTION 6
REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the Issuer's representations, warranties, and agreements shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter on its own behalf, and shall survive delivery of the Certificates to the Underwriter.

SECTION 7
PAYMENT OF EXPENSES

Whether or not the Certificates are sold by the Issuer to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder nor shall the Issuer be under any obligation for any fees or expenses of the Underwriter should the Certificates not be delivered, and then only to the extent set forth herein. All expenses and costs of the Issuer incident to issuing the Certificates including, without limitations, the fees and expenses of Bond Counsel, the fees and expenses of Underwriter's Counsel, the initial fee of the Paying Agent, and the fees and expenses of counsel to the Paying Agent, fees and expenses of counsel to the Issuer, fees and expenses of the Escrow Agent and the Verification Agent, the expenses and costs for the preparation, printing, photocopying, executing, and delivery of the Certificate Resolution, the Paying Agent Agreement, this Certificate Purchase Agreement, and all other agreements and documents contemplated hereby, the fees and expenses of consultants and rating agencies, the premium for the bond insurance policy, the State Bond Commission fees, the expenses and costs for the preparation, printing, photocopying, execution, and delivery of the Certificates, the Official Statement, fees and expenses of the financial advisor of the Issuer shall be paid by the Issuer, but only to the extent the Certificates are sold and delivered.

SECTION 8
NOTICE

Any notice or other communication to be given under this Certificate Purchase Agreement may be given by mailing or delivering the same in writing to:

If to the Issuer:	Calcasieu Parish School Board, Louisiana 3310 Broad Street Lake Charles, Louisiana 70615 Attention: Wilfred Bourne, Jr., Chief Financial Officer
If to the Paying Agent:	Hancock Whitney Bank 445 North Blvd., Suite 201 Baton Rouge, Louisiana 70802 Attention: Corporate Trust Department
If to the Underwriter:	Crews & Associates, Inc. 521 President Clinton Avenue, Suite 800 Little Rock, Arkansas 72201 Attention: Michael Lambert

with a copy to: Jones Walker LLP
445 North Boulevard, Suite 800
Baton Rouge, Louisiana 70802
Attention: Matthew W. Kern

SECTION 9
APPLICABLE LAW; NON-ASSIGNABILITY

The Certificate Purchase Agreement shall be governed by the laws of the State of Louisiana. This Certificate Purchase Agreement shall not be assigned by any party. The representations, warranties, covenants and obligations of the Underwriter hereunder, and the terms and conditions of this Certificate Purchase Agreement shall be binding on the Underwriter.

SECTION 10
DETERMINATION OF END OF UNDERWRITING PERIOD

For purposes of this Certificate Purchase Agreement the "End of the Underwriting Period" for the Certificates shall mean the earlier of (a) the Closing Date unless the Issuer has been notified in writing to the contrary by the Underwriter on or prior to the Closing Date, or (b) the date on which the End of the Underwriting Period of the Certificates has occurred under Rule 15c2-12; provided, however, that the Issuer shall be entitled to treat as the End of the Underwriting Period for the Certificates the date specified in the notice from the Underwriter stating the date which is the End of the Underwriting Period.

The Issuer may request from the Underwriter from time to time, and the Underwriter shall provide to the Issuer upon such request, such information as may be reasonably required in order to determine whether the End of the Underwriting Period for the Certificates has occurred under Rule 15c2-12 with respect to the unsold balances of Certificates that were originally sold to the Underwriter for resale to the public and which are held by the Underwriter for sale to the public.

The individuals executing this Certificate Purchase Agreement are doing so in their official capacities as persons authorized to sign on behalf of the respective parties hereto.

SECTION 11
NO LIABILITY; SELLING THE CERTIFICATES

No individual member, officer, agent, or employee of any of the parties hereto will be charged personally with any liability, or held liable under any term or provision of this Certificate Purchase Agreement because of his or her execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

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SECTION 13
EXECUTION OF COUNTERPARTS

This Certificate Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Sincerely,

CREWS & ASSOCIATES, INC., as Underwriter

By:_____
Michael Lambert, Senior Managing Director

Accepted this ___ day of January, 2020

CALCASIEU PARISH SCHOOL BOARD

By:_____
Dean Roberts, President

SECTION 13
EXECUTION OF COUNTERPARTS

This Certificate Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Sincerely,

CREWS & ASSOCIATES, INC., as Underwriter

By:_____
Michael Lambert, Senior Managing Director

Accepted this 14th day of January, 2020

CALCASIEU PARISH SCHOOL BOARD

By:_____
Dean Roberts, President

SCHEDULE I

$7,440,000
CALCASIEU PARISH SCHOOL BOARD
TAXABLE EXCESS REVENUE REFUNDING
CERTIFICATES OF INDEBTEDNESS
SERIES 2020

MATURITY SCHEDULE

Maturity (February 1)	Principal Amount	Interest Rate	Price	Yield
2021	$ 130,000	2.095%	100.00%	2.095%
2022	125,000	2.171	100.00	2.171
2023	125,000	2.221	100.00	2.221
2024	1,705,000	2.329	100.00	2.329
2025	1,740,000	2.429	100.00	2.429
2026	1,785,000	2.598	100.00	2.598
2027	1,830,000	2.648	100.00	2.648

EXHIBIT C **Form of Certificate**

Unless this Certificate of Indebtedness is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Issuer or its agent for registration of transfer, exchange, or payment, and any Certificate of Indebtedness issued is registered in the name of Cede & Co. Or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

As provided in the Certificate Resolution referred to herein, until the termination of the system of book entry only transfers through DTC, and notwithstanding any other provision of the Certificate Resolution to the contrary, this Certificate of Indebtedness may be transferred in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

UNITED STATES OF AMERICA **STATE OF LOUISIANA**

REGISTERED **REGISTERED**

NO. R-1 **$____**

CALCASIEU PARISH SCHOOL BOARD
TAXABLE EXCESS REVENUE REFUNDING
CERTIFICATE OF INDEBTEDNESS
SERIES 2020

DATED DATE	INTEREST RATE:	MATURITY DATE:	CUSIP:
February 13, 2020	2.095%	February 1, 2021	128478 DB7

The Calcasieu Parish School Board, State of Louisiana (herein called the "Issuer"), for value received, hereby acknowledges itself indebted and promises to pay to

Registered Owner: **CEDE & CO.**
Tax ID #13-2555119

Principal Amount: *** _____ *** Dollars

PAYING AGENT/REGISTRAR'S
CERTIFICATE OF REGISTRATION

HANCOCK WHITNEY BANK
in the City of Baton Rouge, Louisiana
As Paying Agent/Registrar

This Certificate of Indebtedness is one of the Certificates referred to in the within mentioned Certificate Resolution.

By: _____
Date of Authentication:

or registered assigns, on the maturity date set forth above, the principal amount set forth above, together with interest thereon from the date hereof, said interest payable semi-annually on February 1 and August 1 in each year, beginning August 1, 2020, at the interest rate per annum set forth above (using a year of 360 days comprised of twelve 30-day months) until said principal sum is paid. The principal of this Certificate of Indebtedness upon maturity is payable in lawful money of the United States of America at the principal corporate trust office of Hancock Whitney Bank, located in the City of Baton Rouge, Louisiana (the Paying Agent/Registrar), or successor thereto, upon presentation and surrender hereof. Interest on this Certificate of Indebtedness is payable by check mailed on each interest payment date by the Paying Agent/Registrar to the registered owner (determined as of the fifteenth (15th) calendar day of the month preceding a month in which an Interest Payment is due) at the address, as shown on the books of the Paying Agent/Registrar.

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

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

IN WITNESS WHEREOF, the Calcasieu Parish School Board, State of Louisiana, has caused this Certificate of Indebtedness to be executed in its name by the facsimile signatures of its President and Secretary and the impress or imprint hereon of the seal of said Board, and this Certificate of Indebtedness to be dated February 13, 2020.

CALCASIEU PARISH SCHOOL BOARD
STATE OF LOUISIANA

/s/ _____
SECRETARY

/s/ _____
PRESIDENT

ADDITIONAL PROVISIONS

This Certificate of Indebtedness is one of an issue, the Certificates of Indebtedness of which are all of like date, tenor and effect, except as to the number, maturity and rate of interest, aggregating in principal the sum of SEVEN MILLION FOUR HUNDRED FORTY THOUSAND ($7,440,000) DOLLARS of the Issuer's Taxable Excess Revenue Refunding Certificates of Indebtedness, Series 2020 (the "Certificates of Indebtedness"); said Certificates of Indebtedness to mature annually, and issued pursuant to a resolution adopted on January 14, 2020, by the Issuer (the "Certificate Resolution"), under and by virtue of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Subparts A and B, Part II, Chapter 4, Sub-Title II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501-531, inclusive), and other constitutional and statutory authority supplemental thereto (the "Act"), and pursuant to proceedings regularly and legally taken by the Issuer, for the purpose of refunding the Issuer's $15,000,000 Excess Revenue Certificates of Indebtedness, 2017 Series dated March 2, 2017, maturing February 1, 2024 through and including February 1, 2027, and paying the costs of issuance thereof, including the premium for a bond insurance policy.

This Certificate of Indebtedness and the issue of which it forms a part are secured by and payable from a pledge and dedication of the excess of annual revenues accruing to the budget of the Issuer, including Unreserved General Fund Balance of the Issuer, for the period during which the Certificates of Indebtedness remain outstanding above statutory, necessary and usual charges, all in accordance with the provisions of the Act, and all other laws on the same subject matter (the "Pledged Revenues"), all as provided in the Certificate Resolution.

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

Optional Redemption. The Certificates of Indebtedness are not callable for optional redemption prior to their stated maturity.

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

STATEMENT OF INSURANCE

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

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____

(Please print or typewrite Name and Address, including Zip Code, and Federal Taxpayer Identification or Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____

attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

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

LEGAL OPINION

We have acted as bond counsel in connection with issuance by the Calcasieu Parish School Board (the "Issuer") of $7,440,000 Taxable Excess Revenue Refunding Certificates of Indebtedness, Series 2020, dated the date of delivery thereof (the "Certificates of Indebtedness"). All capitalized terms herein, unless otherwise defined, shall have the respective meanings assigned thereto in the Certificate Resolution (herein defined).

The Certificates of Indebtedness are issued for the purpose of refunding the Issuer's Excess Revenue Certificates of Indebtedness, Series 2017, dated March 2, 2017 on original issue, consisting of a portion of the outstanding Certificates which mature February 1, 2024 to February 1, 2027, inclusive (the "Refunded Certificates"), pursuant to the provisions of (i) Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and Subparts A and B, Part II, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501-531) (collectively, the "Act"), and (ii) a resolution adopted by the Calcasieu Parish School Board on January 14, 2020, as amended and supplemented from time to time (the "Certificate Resolution").

Under the Certificate Resolution, the Issuer has pledged the excess of annual revenues above statutory, necessary and usual charges (the "Pledged Revenues") for payment of the principal of, premium, if any, and interest on the Certificates of Indebtedness when due. Terms not otherwise defined herein shall have the meanings ascribed thereto in the Certificate Resolution.

We have examined (i) the Constitution and statutes of the State of Louisiana (the "State"), including the Act; (ii) the Certificate Resolution; (iii) a certified transcript of proceedings in connection with issuance of the Certificates of Indebtedness; (iv) executed and authenticated Certificate No. R-1; and (v) such other documents, instruments, papers and matters of law as we have considered necessary or appropriate for the purposes of this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the preliminary or final Official Statement or other offering material relating to the Certificates of Indebtedness (except to the extent, if any, stated in the Official Statement) and we express no opinion relating thereto (excepting only matters set forth as our opinion in the Official Statement).

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Certificate Resolution and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

On the basis of the foregoing examinations, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Issuer is validly existing as a political subdivision of the State, with the power to adopt the Certificate Resolution, perform the agreements on its part contained therein and to issue the Certificates of Indebtedness.

2. The Certificate Resolution has been duly adopted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable against the Issuer, in accordance with its terms.

3. The Certificate Resolution creates a valid lien on the Pledged Revenues pledged by the Issuer for the security of the Certificates of Indebtedness. The Certificate Resolution provides that after funds have actually been set aside out of the revenues of any year sufficient to pay the principal of and the interest on the Certificates of Indebtedness for that year and such funds have been deposited in a sinking fund, then any excess of annual revenues remaining in that year shall be free for expenditure by the Issuer for other lawful purposes.

4. The Certificates of Indebtedness have been duly authorized, executed and delivered by the Issuer are valid and binding special obligations of the Issuer, secured by and payable from the Pledged Revenues. The Issuer has covenanted in the Certificate Resolution to budget annually a sufficient sum of money to pay the Certificates of Indebtedness and the interest thereon as they respectively mature, and to continue to levy and collect taxes and other revenues in each year, within the limits prescribed by law, sufficient to pay the principal of and interest on all outstanding Certificates of Indebtedness.

5. Interest on the Certificates of Indebtedness is exempt from Louisiana income taxes under existing laws.

6. The Escrow Agreement has been duly authorized, executed and delivered by, and constitutes the legal, binding and valid obligation of the Issuer. Upon application of the proceeds of the Certificates of Indebtedness as provided in the Certificate Resolution and the Escrow Agreement, funds sufficient to pay the Refunded Certificates on the date hereof, at maturity, or earlier redemption, and all interest to accrue on said Refunded Certificates until such payment will have been irrevocably deposited in trust to make such payments, and the covenants and agreements and other obligations of the Issuer to the owners of the Refunded Certificates will be discharged and satisfied. Provided that this opinion is qualified to the extent that enforceability of the Escrow Agreement may be limited by applicable bankruptcy, moratorium, insolvency, or similar laws or equitable principles from time to time in effect relating to enforcement of creditors' rights generally.

7. The Certificates of Indebtedness are exempt from registration under the Securities Act of 1933 and the Louisiana Blue Sky Laws, and the Certificate Resolution is exempt from qualification under the Trust Indenture Act of 1939.

It is to be understood that rights of the owners of the Certificates of Indebtedness and enforceability of the Certificates of Indebtedness and the Certificate Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights, and laws affecting remedies for enforcement of rights and security provided for therein heretofore or hereafter enacted, to the extent constitutionally applicable, including the remedies of specific performance and executory process, and that their enforcement may also be subject to the exercise of the sovereign police powers of the State or its governmental bodies and the exercise of judicial discretion in appropriate cases.

For purposes of this opinion, our services as Certificate counsel have not extended beyond the examinations and expressions of conclusions referred to above. Except as stated above, no opinion is expressed as to any federal or state tax consequences resulting from ownership of, receipt of interest on, or disposition of the Certificates of Indebtedness. We assume no obligation to update or supplement this opinion to reflect facts, circumstances or changes in law that may hereafter occur.

The opinions contained herein are given only as of the date hereof. No opinion is expressed as to any future acts of the parties or changes in existing law. We undertake no responsibility and disclaim any obligation to supplement this opinion or otherwise advise you or any person of any change after the date hereof in the law (whether constitutional, statutory or judicial) or the facts presently in effect, even though such change may alter the scope or substance of the opinions expressed herein or affect the legal or factual statements or assumptions herein. We have no obligation to revise or reissue this opinion pertaining to any transaction which occurs after the date hereof and undertake no responsibility or obligation to consider this opinions's applicability or correctness to any person other than its addressees. This letter expresses our legal opinion as to the foregoing matters based on our professional judgment at this time; it is not, however, to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth above.

Respectfully submitted,

JOSEPH A. DELAFIELD,
A PROFESSIONAL CORPORATION

By:_____
JOSEPH A. DELAFIELD

LEGAL OPINION CERTIFICATE

I, the undersigned Secretary of Calcasieu Parish School Board, State of Louisiana, do hereby certify that the above and foregoing is a true copy of the complete legal opinion of Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the Certificates of Indebtedness of the issue described therein and was delivered to the Original Purchaser thereof. I further certify that an executed copy of the above-referenced legal opinion is on file in my office and that an executed copy thereof has been furnished to the Paying Agent/Registrar for this Certificate of Indebtedness.

_____
SECRETARY

EXHIBIT D

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

CALCASIEU PARISH SCHOOL BOARD
EXCESS REVENUE CERTIFICATES OF INDEBTEDNESS
2017 SERIES
DATED MARCH 2, 2017 ON ORIGINAL ISSUE

OF
CALCASIEU PARISH SCHOOL BOARD
STATE OF LOUISIANA

NOTICE IS HEREBY GIVEN that, pursuant to a resolution adopted on January 14, 2020, by the Calcasieu Parish School Board, State of Louisiana (the "Issuer"), on February 13, 2020, there will be deposited with **Hancock Whitney Bank**, Baton Rouge, Louisiana (the "Escrow Agent"), as Escrow Agent under an Escrow Deposit Agreement dated as of February 1, 2020 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys will be invested in direct, non-callable obligations of the United States of America, in an amount sufficient to assure the availability of sufficient moneys to pay the interest through February 1, 2022, and the principal on the Issuer's outstanding certificates of indebtedness of Excess Revenue Certificates of Indebtedness, Series 2017, dated March 2, 2017, maturing February 1, 2024 through February 1, 2027, inclusive (these maturities herein collectively referred to as the "Refunded 2017 Certificates"), as hereinafter set forth.

In accordance with the provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, SubParts A and B, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statues of 1950, as amended (La. R.S. 39:501 to 531, inclusive), and other constitutional and statutory authority supplemental thereto, the Refunded 2017 Certificates are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the resolution of the Issuer providing for their issuance. In accordance with the resolution providing for their issuance the Refunded 2017 Certificates are to be called for redemption at the earliest possible time, but not later than February 1, 2022.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded 2017 Certificates which have been so defeased are hereby further called for redemption, as follows:

> The outstanding Excess Revenue Certificates of Indebtedness of Calcasieu Parish School Board, State of Louisiana, 2017 Series, dated March 2, 2017, consisting of all of the certificates of said issue maturing February 1, 2024 through February 1, 2027, inclusive, **SAID CERTIFICATES TO BE REDEEMED ON FEBRUARY 1, 2022** at a redemption price of 100% of the principal amount thereof and accrued interest to the call date, upon presentation and surrender of said certificates at the principal corporate trust office of Hancock Whitney Bank, Baton Rouge, Louisiana, the paying agent therefor.

Said Refunded 2017 Certificates which are to be redeemed, as shown in **Exhibit A** attached hereto, shall be presented for payment at the place specified above, on the call date specified above, after which call date no further interest shall accrue or be paid on said outstanding Refunded 2017 Certificates.

The owners of the Refunded 2017 Certificates which are hereby called for redemption pursuant to the terms of this notice are hereby notified and requested to present such Certificates for payment and redemption on the date and at the place specified above. The Refunded 2017 Certificates called for redemption will be paid from funds which have been irrevocably deposited for this purpose in an Escrow Fund established with the Escrow Agent pursuant to the Escrow Deposit Agreement.

CALCASIEU PARISH SCHOOL BOARD
STATE OF LOUISIANA

BY: _____
Karl Bruchhaus, Superintendent
Calcasieu Parish School Board

Date: **January 14**, 2020

Exhibit A

OUTSTANDING CERTIFICATES OF INDEBTEDNESS TO BE REFUNDED

$15,000,000
CALCASIEU PARISH SCHOOL BOARD
EXCESS REVENUE CERTIFICATES OF INDEBTEDNESS
2017 SERIES

MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	CUSIP NO.
02/1/2024	1,575,000	5.000%	128478 CX0
02/1/2025	1,650,000	5.000%	128478 CY8
02/1/2026	1,735,000	5.000%	128478 CZ5
02/1/2027	1,820,000	5.000%	128478 DA9

The Refunded 2017 Certificates will be called for redemption on February 1, 2022, at a price of par and accrued interest through the redemption date.