

AGENDA
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET
LAKE CHARLES, LOUISIANA
Tuesday, November 12, 2019

1. **Prayer** – Aaron Natali
2. **Pledge of Allegiance** – Zain Sabir/Barbe High School
3. **Roll Call**
4. **Approval of Minutes/Take Appropriate Action**
 - A. October 8, 2019
 - B. Resolution for District 30 Issuance, Sale, Delivery of \$10,250,000 General Obligation Bonds
 - C. Resolution for District 33 Issuance, Sale, Delivery of General Obligation Bonds (Numbers updated after sale of bonds on November 12)
5. **Presentations**
 - A. Presentation of Certificates of Excellence to AP Scholars/Karen Williams and Nicole Fontenot/CPSB Advanced Studies
6. **Superintendent's Report**
7. **Executive Session**
 - A. Discussion of Auto Liability Claim #LAS11478C1/Attorney Kyle Beasley
 - B. Take action on Auto Liability Claim #LAS11478C1
8. **Committee Reports**

(None)
9. **Innovation Projects**
 - A. Digital Citizenship – Video Contest Winner

10. Take Appropriate Action

- A.** Approval of Resolution Approving One-Time Sales Tax Supplement for Active Employees
- B.** Approval to authorize staff to negotiate purchase offer on property at 421 Ash and 480 Cypress, near Sulphur High School/Riverboat Funds
- C.** Approval of Cooperative Endeavor Agreement between CPSB and the Community Center and Playground District Number 1 of Ward 6
- D.** Resolution to hire special legal counsel for Sales Tax Department/Stutes & Lavergne Law Firm
- E.** Request to apply for the National Clean Diesel Rebate Program/School Bus Replacement Funding Program Grant

11. Permission to Advertise

- A.** A.M. Barbe High School Repairs to Building D/\$50 million allocation
- B.** A.M. Barbe High School Renovations to Building E “Commons”/\$50 million allocation
- C.** Phase 2- Classroom addition plus new playgrounds and front parking addition/J.D. Clifton Elementary/District 31 Bond Funds

12. Bid Reports

- A.** E-Rate year 23 (20-21) bid/Technology Department
- B.** Bid #2020-05PC/Covered pavilions and restrooms/R.W. Vincent Elementary and LeBlanc Middle School/\$50 million allocation
- C.** Bid #2020-04PC/Pearl Watson Elementary, Phase 3 Renovations/District 31 Bond Funds
- D.** Bid #2020-02PC/Ralph Wilson Elementary Phase 4 Renovations/District 31 Bond Funds
- E.** Bid #2020-06PC/Re-roofing at Westlake High School/District 23 Bond Funds
- F.** Bid #2020-03PC/Renovations to Westlake High School Baseball Field/District 23 Bond Funds

13. Correspondence

- A.** Change Order Number Nineteen (19) for the Project, “Classroom Pods-Phase 10,” Riverboat Fund; Champeaux, Evans, Hotard, APACD, Architect; Miller & Associates Dev. Company, Inc., Contractor; *Increase* of \$11,934.91 and *Increase* of three (3) days.
- B.** Change Order Number Four (4) for the Project, “Phase I Restroom Renovations for Barbe High School,” \$50 million allocation; Randy M. Goodloe, AIA, APAC, Architect; Pat Williams Construction, Contractor; *Increase* of \$1,727.39 and *Increase* of nineteen (19) days.
- C.** Change Order Number One (1) 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 \$22,804.82.

D. Change Order Number Four (4) for the Project, “Track replacement for Vinton High School and Bell City High School,” Project 2019-12PC; Champeaux, Evans, Hotard, APAC, Designer: GeoSurfaces, Inc., Contractor; *Increase* of six (6) days.
E Recommendation of Acceptance for the Project, “Restroom Improvements, E.K. Key Elementary.”

F. Recommendation of Acceptance for the Project, “Track Replacement Project for Vinton High School and Bell City High School.”

G. Beneficial Occupancy/Vinton High School and Bell City High School Track Replacement Project

H. Change Order Number Two (2) for the Project, “Ralph Wilson Elementary Phase 3,” District 31 Bond Funds; Griggs Mitchell & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$117,848.00 and *Increase* of Forty-five (45) days.

14. Condolences/Recognitions

15. Schedule Committees

November 21, 2019.....Employee Benefits Committee
January 28, 2020..... Budget Committee

16. Adjourn Meeting

Item 4. A.

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, October 8, 2019, at 5:00 p.m.

The meeting was called to order by Damon Hardesty, President. The prayer was led by Dean Roberts and the Pledge of Allegiance were led by Reese Edwards, a student at Westlake High School.

ROLL CALL

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

Mr. Bujard, Mrs. Gay, and Mr. Duhon were absent. Mr. Natali arrived after the roll was called.

APPROVAL OF MINUTES/TAKE APPROPRIATE ACTION

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

B. Attorney Jay Delafield presented the following Resolution for Bond Purchase Agreement not to exceed \$10,360,000 and General Obligation Refunding Bonds not to exceed \$4,300,000.

Lake Charles, Louisiana
October 8, 2019

The Calcasieu Parish School Board, governing authority of School District No. 30 of Calcasieu Parish, 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 October 8, 2019, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

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

Annette Ballard, Billy Breaux, Russell Castille, Mack Dellafosse, Damon Hardesty, Fredman Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

ABSENT: Bliss Bujard, John Duhon, Glenda Gay

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

Thereupon, upon motion made by Mr. Dellafosse and seconded by Mr. Hardy, the following resolution was adopted, the vote thereon being as follows:

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

NAYS: None

ABSENT: Bliss Bujard, John Duhon, Glenda Gay

NOT
VOTING: None

RESOLUTION

A RESOLUTION OF THE CALCASIEU PARISH SCHOOL BOARD, GOVERNING AUTHORITY OF SCHOOL DISTRICT NO. 30 OF CALCASIEU PARISH, LOUISIANA (THE “DISTRICT” OR “ISSUER”), AUTHORIZING PREPARATION AND DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT AND AUTHORIZING THE FORM OF AND EXECUTION OF THE BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY BY THE DISTRICT OF NOT EXCEEDING \$10,360,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019A AND \$4,300,000 GENERAL OBLIGATION REFUNDING BONDS SERIES 2019B (TAXABLE); AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Calcasieu Parish School Board (the “**Board**”), governing authority of the District, adopted a preliminary resolution on June 11, 2019, expressing its intention to issue general obligation refunding bonds of the District in an amount not to exceed \$15,500,000 to mature not later than February 15, 2029, at a rate or rates of interest not exceeding 4.5% per annum (the “**Bonds**”) pursuant to the provisions of Subpart A of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 et seq.) (the “**Act**”), to refund the Refunded Bonds;

WHEREAS, pursuant to the provisions of La. R.S. 39:505, the Bonds may be sold at private sale in the manner determined by the Board, as governing authority of the Issuer, provided the issuance of such general obligation bonds is approved by the State Bond Commission by two-thirds of the members present and voting thereon; and

WHEREAS, the State Bond Commission, on July 18, 2019, granted authority for issuance of not exceeding \$15,500,000 General Obligation Refunding Bonds, refunding the callable maturities of the Issuer’s outstanding General Obligation Refunding Bonds, 2010 Series, consisting of those bonds maturing February 15, 2021 through February 15, 2022; the Issuer’s outstanding General Obligation Refunding Bonds, 2012 Series, consisting of those bonds maturing February 15, 2020 through February 15, 2028; and the Issuer’s outstanding General Obligation Refunding Bonds, 2012 Series A, consisting of those bonds maturing February 2024 through February 2029, inclusive, the proposed issuance of not exceeding \$15,500,000 General Obligation Refunding Bonds, Series 2019, taxable or tax-exempt, in one or more series, to mature no later than February 15, 2029, at a rate or rates not exceeding 4.5% per annum, secured by and payable from the levy and collection of unlimited annual ad valorem taxes;

WHEREAS, the Issuer desires to authorize preparation and distribution of a Preliminary Official Statement and an Official Statement, relating to issuance of the Bonds, and authorize distribution to prospective and actual purchasers of the Bonds and to authorize the execution and delivery of a Bond Purchase Agreement between the Issuer and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), providing for the sale of the Bonds within the parameters set forth herein; and

NOW, THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, governing authority of School District No. 30 of Calcasieu Parish, Louisiana, that:

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

SECTION 2. The Issuer hereby authorizes preparation, use and distribution of a Preliminary Official Statement in connection with marketing and sale of the Bonds by the Underwriter in substantially the form submitted to the Issuer, with such additions, omissions and changes as may be approved by Bond Counsel to the Issuer. The Issuer further authorizes and approves execution of a final Official Statement by the President and/or Secretary of the Issuer and the delivery of such Official Statement to the Underwriter for use in connection with the public offering and sale of the Bonds.

SECTION 3. The sale of the Bonds to the Underwriter within the parameters set forth herein is hereby approved. Upon sale of the Bonds, the President and/or Secretary of the Issuer, as Executive Officers, are each authorized, empowered and directed to execute on behalf of the Issuer, the Bond Purchase Agreement between the Issuer and the Underwriter in form substantially attached hereto as Exhibit A, with such additions, omissions and changes as may be approved by Bond Counsel to the Issuer.

SECTION 4. The President and/or Secretary of the Issuer be and they are further authorized, empowered, and directed to execute on behalf of the Issuer, at or about the time of execution of the Bond Purchase Agreement, any and all other documents deemed necessary by Bond Counsel to the Issuer, to be executed and delivered contemporaneously with the Bonds.

SECTION 5. All resolutions, ordinances, or orders in conflict herewith, be, to the extent of such conflict, and they are hereby repealed.

Adopted and approved on this 8th day of October, 2019.

/s/ Damon Hardesty

DAMON HARDESTY, President

ATTEST:

/s/ Karl Bruchhaus

KARL BRUCHHAUS, Secretary

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

PRESENTATIONS

Mr. Raymond Fondel, representing Southern University, presented a framed proclamation thanking the Calcasieu Parish School Board for their hospitality regarding the recent football game with McNeese and Southern University and the use of the Board Room for the regional Southern University meeting this past April 12.

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

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

Head Start staff participated in the LDOE Systems Thinking training on September 25-26, 2019.

Policy Council Meeting was held on September 16th. Policy Council Officers were elected. The following items were approved:

- ✓ Financial Reports for July and August 2019
- ✓ Director's Reports for August 2019
- ✓ Attendance Report for August 2019
- ✓ Amending the bylaws to remove Article V – Membership – Section 1 Part D – remove # 1 and #2
- ✓ 2019-2020 Personnel Recommendations

2. All Board Members have received the September, 2019, School Population Report.

3. I would like to report our sales tax numbers for our general fund which show September, 2019, collections at \$760,575.00 or 5.6% above budget for the 3rd month of the 2019-2020 school year. Collections are \$760,574 or 5.6% above collections for the same month last year. Collections after three months of 2019-2020 are \$1,832,201 or 4.2% below budget and \$1,979,676 or 4.6% below the same period last year.

4. We have here with us this evening the Head Start Policy Council and Community Representatives and I would like to introduce them:

Policy Council Members:

Carlissa Book
Taylor Earnshaw
Theresa Robinson
Beatrice Cahee
Jaylon Williams
Rachael Bruce
Nachella Bushnell
Lori Dugas
Jodi Fobbs
Kiara Duncan
Malarie Ellender
Gwen Schlesinger

Policy Council Alternates:

Iselyn Malvo
Kimberly Gibson
Jimmy Randle
Jerri McCarty
Priscilla Jones
Kiara Ceasar
Allison Matthews

Policy Council Community Representatives

Nolia Bernard
Kimberlie Heckard
Ashley Mingo
Jonita Hartman
Lena Guillory
Mack Dellafosse

5. Our annual Wellness Fair is going to be Saturday, October 26, at the Civic Center. Please remember it is free to all full time CPSB employees with or without health insurance and any retiree that is on the CPSB group health insurance plan.

6. CPSB partners with the Simon Youth Foundation to host our Prien Lake Mall site to support our district's dropout recovery and alternative education strategy. Our graduation rate of those students going through the program increased from 89% to 93% for 2018-2019. Please help us

celebrate the success of the program with Dr. Washington and her staff at the Simon Youth Prien Lake Mall site.

COMMITTEE REPORTS

A. Budget Committee/September 24, 2019/*Dean Roberts, Chair*

Mr. Roberts gave the following report:

The Calcasieu Parish School Board Budget and Fiscal Management Committee met in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, September 24, 2019, at 5:00 p.m.

The meeting was called to order by Dean Roberts, Chairman. The prayer and pledge of allegiance were led by Ron Hayes.

ROLL CALL

The roll was called by CFO Wilfred Bourne and the following committee members were present:

Dean Roberts, Chair
Russell Castille, Vice-Chair
Annette Ballard
Glenda Gay
Damon Hardesty
Fred Hardy
Ron Hayes
Alvin Smith
Eric Tarver
Desmond Wallace

Mack Dellafosse arrived after the roll was called. John Duhon was absent.

Other Board Members present:

Billy Breaux
Bliss Bujard

TAKE APPROPRIATE ACTION

I. 2019-2020 General Fund Budget Revision #1

Budget revision #1 for the 2019-20 General Fund includes Revenues and Other Sources of Funds of \$344,534,479, an increase of \$135,893, and Expenditures and Other Uses of Funds of \$354,479,681, an increase of \$1,464,597 over the original budget.

General Fund budget revision #1 projects a current deficit of \$9,945,202 resulting in a projected unassigned fund balance of \$37,609,486 or 10.92% of projected expenditures.

*Note: Projected Beginning Fund Balance and projected Fund Balance restrictions also adjusted.

On a motion to approve by Mr. Tarver and a second by Mr. Hayes, the motion carried unanimously to approve the General Fund Budget Revision #1.

On behalf of the committee, Mr. Roberts offered a motion to approve the General Fund Budget Revision #1; a second was not needed. The motion carried on a unanimous vote.

2. Open Checkbook Presentation and Discussion

Mr. Bourne presented the description, the process, and research on the Open Checkbook process.

Mr. Breaux offered a motion to vote no on adoption of the Open Checkbook program. Mr. Hardy seconded the motion. Mr. Breaux clarified that his motion was to reject the program.

After much discussion, Mr. Wallace offered a substitute motion to adopt the Open Checkbook program on a trial basis instead of rejecting it. Mr. Hardy seconded the motion. Mr. Tarver asked for a roll call vote. On a roll call vote for the substitute motion to adopt the program on a trial basis, the motion failed on a 3 to 10 vote.

Yes: Mrs. Gay, Mr. Wallace, Mr. Hardy

No: Mr. Roberts, Mr. Castille, Mrs. Ballard, Mr. Dellafosse, Mr. Hardesty, Mr. Hayes, Mr. Smith, Mr. Tarver, Mr. Breaux, Mr. Bujard

This item failed at committee and was not discussed. Mr. Hardy thanked the members for their consideration of the program.

3. Fiscal Risk Assessment

Each year, BESE and the Department of Education are required by Act 7 of the 2005 Regular Legislative Session to do a Fiscal Risk Assessment to evaluate the fiscal health of each school system in the state and notify each system of its status related to the elements of the definition of financially at risk.

Ultimately, the purpose of Act 7 is to allow the state to be aware of what is happening at the local level in terms of financial issues and to assist in resolving these problems promptly and in the best interest of the school children in each school system.

The assessment consists of three phases:

- Phase 1 - Maintaining awareness of external conditions encountered by school systems that if not addressed could lead to financial problems.
- Phase 2 - Identifying factors that could lead to weaknesses or problems in the financial operations of a school system.
- Phase 3 - Emergency procedures for financially at-risk school systems.

Depending on the severity of risk, Phase 3 procedures can range anywhere from simply monitoring the situation to requiring the implementation of an emergency action plan.

The annual assessment of the Calcasieu Parish School Board, reports that for the second year in a row, we are not at-risk in any category, to any degree, as shown in the “Action” column indicating “No Action Necessary”.

This item was for information purposes only.

4. POD Project 10 Update

In conjunction with keeping the board informed about the current status of Pod Project 10, the status of each pod being constructed is listed below.

Completed Projects:

Iowa Middle, Iowa High, LeBleu Settlement, Positive Connections (Pod 1), College Street T&I, Nelson Elementary, EK Key Elementary, Sulphur High 9th Grade, S.J. Welsh Middle, Sam Houston High, Bell City High, Positive Connections (Pod 2).

Construction in Progress:

LaGrange High – Toilet partitions and accessories installed. Interior wall 2nd paint coat pending permanent light installation. Firestopping at rated walls complete. Ceiling grid complete, installing perimeter/cut tiles. Ceramic tile at restrooms complete. Electrical complete. HVAC units running. Flooring to begin in early October. Interior modifications to computer lab & Admin

areas are underway. Exterior sidewalks underway & scheduled to be poured next week, weather permitting. Drainage improvements being installed.

This item was for information purposes only.

5. POD Project 11 Update

In conjunction with keeping the board informed about the current status of Pod Project 11, the status of the project is listed below.

Prien Lake Elementary School

- Temporary Fencing with debris screen has been installed.
- Selective site demolition has been completed.
- Excavation and structural fill for Building Pad has been completed. *Note: No additional cut and fill was required.*
- Drilled shaft layout has been completed.
- Drilled Shaft installation scheduled to begin Wednesday 9/11.

Kaufman Elementary School

- Temporary Fencing with debris screen has been installed.
- Existing 3" water line feeding the East portion of the school has been relocated and re-connected to school in preparation for Building Pad excavation.
- Building Pad work will be scheduled as weather permits.

Fairview Elementary School

- Temporary Fencing scheduled to be installed next week.

Moss Bluff Elementary School

- No work at this site.

Moss Bluff Middle School

- No work at this site.

Gillis Elementary School

- Project is approximately 40% complete
- First floor slab and walls are installed
- Second floor structure and floor slab are complete
- All preliminary sitework, drainage and new electrical service are complete
- All permanent and temporary electrical tie ins to existing buildings are complete
- Second floor walls will begin this week with roof structure to follow
- Progress has been set back due to past inclement weather conditions. Progress should catch up now that weather conditions have improved.

This item was for information purposes only.

6. Public Auction

The annual auction of surplus items will be held at the Burton Coliseum on Friday and Saturday, November 15-16, 2019. Pederson & Pederson Auctions, Inc. will conduct the auction that will also include items from many other entities. The staff is still compiling the list of surplus items that will be in the auction. We will e-mail the list to all Board Members when complete or will have it for view at the October Board Meeting.

Staff recommendation: Declare listed items as surplus and authorize the items to be sold at auction November 15-16, 2019.

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

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

ADJOURN MEETING

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Tarver, the meeting adjourned at 6:10 p.m.

INNOVATION PRESENTATION

A. Sam Houston High School/Cell Phone BYOD Update with additional schools requesting to participate in the BYOD pilot

Shannon Foolkes, Principal of Sam Houston High School, and several students presented information to the Board regarding their experience with the Bring Your Own Device program.

Several more high schools are asking to be included in the pilot program:

Iowa High School, Westlake High School, Sulphur High School, Barbe High School, LaGrange High School, and DeQuincy High School.

Principal Troy Fontenot from Iowa High School spoke to the Board.

Blue Card: Donnie Fuselier

Mr. Dellafosse offered a motion to approve these schools participating in the pilot on January 1, 2020, after presentation of a working plan; Mr. Tarver seconded the motion. On a vote, the motion carried with no opposition.

TAKE APPROPRIATE ACTION

Mr. Hardesty read the following:

A. Approval of revision in Head start Policy Council By-Laws/Section V

Article V **Membership**

Section 1

The Policy Council shall consist of:

- A. Parent Reps elected or selected from each center's parent committee.
 - 1. Each center will have one Parent Rep for every 50 children enrolled. Centers with less than 50 children enrolled will have one Parent Rep.
 - a) Each Parent Rep is a voting member of the Policy Council; and
 - b) Each Parent Rep must have a child currently enrolled in Head Start.
 - 2. Each center must elect one alternate for every representative elected or selected.
 - a) Each alternate may vote in place of an absent Parent Rep from the same center; and
 - b) Each alternate must have a child currently enrolled in Head Start.
- B. Three Community Reps selected by the grantee staff.
 - 1. The Policy Council must approve Community Reps before voting rights may be exercised; and
 - 2. Each Community Rep is a voting member of the Policy Council.
- C. Ex-officio Members appointed by the President, approved by the Policy Council.
 - 1. Ex-officio Members may actively participate in meetings with the exception of:
 - a) Making motions; and
 - b) Voting.
 - 2. Ex-officio Members are not considered in calculating quorum.
 - 3. Ex-officio Membership may be rescinded by a two-thirds vote of the entire Policy Council.

4. Ex-officio Members must be reappointed each program year.
- D. Honorary Members (community members with expertise in ongoing issues) appointed by the President, approved by the Policy Council.
 1. ~~Honorary Members may actively participate in meetings with the exception of:~~
 - a) ~~Making motions; and~~
 - b) ~~Voting.~~
 2. ~~Honorary Members are not considered in calculating quorum.~~
 3. Honorary Membership may be rescinded by a two-thirds vote of the entire Policy Council.
 4. Honorary Members must be reappointed each program year.

Section 2

Members are elected or appointed for one calendar year. Members may not serve more than three years in a lifetime.

Section 3

- A. Head Start Staff and their immediate family are prohibited from serving as Parent Reps or Community Reps.
- B. Grantee members and their immediate family are prohibited from serving as Parent Reps.
- C. Immediate family for the purposes of this document, include: mother, father, grandmother, grandfather, brother, sister, son, daughter, or equivalent in-law or step relationship.

Section 4

The quorum of the Policy Council shall consist 51% of the voting membership to include 51% of the members' present being Parent Reps. The chair is considered in the calculation of quorum.

Section 5

Upon committing violations of the Head Start Performance Standards or the Policy Council By-Laws, members may be removed from the Policy Council by a two-thirds (2/3) vote of the entire Policy Council.

- A. Members will be allowed one minute to speak on each allegation of violations of the Head Start Performance Standards or the Policy Council By-Laws and two minutes to speak on any motion to excuse Said member from their position.

- B. Members will be allowed to respond to all allegations of violations of the Head Start Performance Standards or the Policy Council By-Laws.
- C. Deliberations shall take place in closed session where only the allegations and responses as well as the motion to excuse may be discussed all guests, Honorary Members, and the Member in question will leave the room for closed session.
- D. The vote must take place in open session.
- E. A member with two unexcused or two consecutive absences forfeits position as well as membership to the Policy Council.
- F. Only the Policy Council President may excuse absences.

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

B. Approval of Resolution to support the 2020 Census

RESOLUTION

WHEREAS, the Constitution of the United States of America requires that a census be taken every 10 years, with the first census having taken place in 1790, and the next census to take place in 2020; and

WHEREAS, the Calcasieu Parish Police Jury is committed to ensuring that every resident is counted; and

WHEREAS, federal and state funding is allocated to communities and decisions are made on matters of national and local importance based, in part, on census data; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for the accurate and fair redistricting of state legislative seats, local seats, and voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

WHEREAS, the information collected by the census is confidential and protected by law; and

WHEREAS, Kevin White, President of the Calcasieu Parish Police Jury, has appointed a Complete Count Committee and has designated a Chairperson and Liaison to work with the community and the U.S. Census Bureau to ensure a complete and accurate count of all persons within Calcasieu Parish, Louisiana.

NOW, THEREFORE,

BE IT RESOLVED BY THE CALCASIEU PARISH SCHOOL BOARD OF CALCASIEU PARISH, LOUISIANA, convened in Regular Session on the 8th day of October, 2019, that it does hereby support the goals and ideals of the 2020 Census, pledges support of the U.S. Census Bureau's efforts to disseminate 2020 Census information, and encourage all people in Calcasieu Parish to participate in events and initiatives that will raise awareness of the 2020 Census and increase participation among populations.

THUS PASSED AND ADOPTED on the date above inscribed.

* * * * *

Damon Hardesty, President

Karl Bruchhaus, Superintendent

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

BID REPORTS

A. Bid 2020-33 – Copy Paper/General Funds

BID 2020-33 – COPY PAPER was opened on October 7, 2019 @ 2:00 PM

BIDS WERE WENT TO THE FOLLOWING:

CONTRACT PAPER GROUP
ECONOMICAL JANITORIAL
OFFICE DEPOT
STAPLES
VERITIV

BID RESULTS AS FOLLOWS:

CONTRACT PAPER GROUP	\$25.07
ECONOMICAL	\$26.07
LIBERTY PAPER	\$24.86
QUILL	\$29.87
VERITIV	\$25.60

THE STAFF RECOMMENDS AWARDDING LIBERTY PAPER AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

B. Bid 2020-34 – Refrigerated Truck/School Food Services Department

BID 2020-34 – REFRIGERATED TRUCK was opened on October 7, 2019 @ 3:00 PM

BIDS WERE SENT TO THE FOLLOWING:
INTERNATIONAL TRUCKS OF HOUSTON
ITA TRUCK SALES
KENWORTH OF LOUISIANA
MARTIN AUTOMOTIVE

BID RESULTS AS FOLLOWS:
ITA TRUCK SALES \$118,999.00
MARTIN AUTOMOTIVE \$122,360.00
OLD RIVER OF NOLA \$119,374.00

THE STAFF RECOMMENDS AWARDDING ITA TRUCK SALES AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

PERMISSION TO ADVERTISE

Mr. Hardesty read the following:

A. Phase 2 – Classroom additions, new playgrounds, front parking addition at J.D. Clifton Elementary School/District 31 Bond Funds

On a motion by Mr. Dellafosse and a second by Mr. Hayes, the motion carried on a unanimous vote.

B. Additions & Renovations at S.P. Arnett Middle School/District 23 Bond Funds

On a motion by Mr. Dellafosse and a second by Mr. Hayes, the motion carried on a unanimous vote.

C. Renovations to Westlake High School Tennis Court/District 23 Bond Funds

On a motion by Mr. Dellafosse and a second by Mr. Hayes, the motion carried on a unanimous vote.

D. Renovations to Westlake High School Track/District 23 Bond Funds

On a motion by Mr. Dellafosse and a second by Mr. Hayes, the motion carried on a unanimous vote.

E. Additions & Renovations at Westlake High School/District 23 Bond Funds

On a motion by Mr. Dellafosse and a second by Mr. Hayes, the motion carried on a unanimous vote.

CORRESPONDENCE

Mr. Hardesty read the following:

A. Change Order Number One (1) for the Project, “Phase 2 New Two-Story Classroom Wing, Restroom Additions, New Hydronic Piping,” Washington-Marion High School; District 31 Bond Funds; Ellender Architects & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$10,348.08 and *Increase* of Seven (7) days.

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

B. Change Order Number One (1) for the Project, “Restroom Improvements E.K. Key Elementary School,” \$50 million allocation; Ellender Architects & Associates, LLC, Designer; K&J Development of SWLA, LLC, Contractor; *Decrease* of \$3,715.50.

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

C. Change Order Number One (1) for the Project, “Pearl Watson Elementary Phase 2,” District 31 Bond Funds; Griggs Mitchell & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$6,289.00 and *Increase* of Seventeen (17) days.

On a motion 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, “Ralph Wilson Elementary Phase 3,” District 31 Bond Funds; Griggs Mitchell & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$21,122.00 and *Increase* of Twenty-One (21) days.

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

E. Change Order Number One (1) for the Project, “John J. Johnson Elementary, Phase 1, Addition of new sidewalk at new playground,” District 31 Bond Funds; Griggs Mitchell & Associates, LLC, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$3,864.00 and *Increase* of Forty-five (45) days.

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

F. Change Order Number Three (3) for the Project, “Track replacement for Vinton High School and Bell City High School,” Project 2019-12PC; Champeaux, Evans, Hotard, APAC, Designer: GeoSurfaces, Inc., Contractor; *Increase* of \$1,178.75 and *Increase* of Fifteen (15) days.

G. Recommendation of Acceptance for the Project, “Ralph Wilson Phase 2 Exterior Improvements.”

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

H. Recommendation of Acceptance for the Project, “Re-roofing 7th grade South, S.J. Welsh Middle.”

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

I. Beneficial Occupancy Restroom Improvements, Sulphur High School

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

J. Change Order Number Four (4) for the Project, “Sam Houston High School New Gymnasium and Band Building,” Sales Tax District 3; Champeaux, Evans, Hotard Architects, Designer; Pat Williams Construction, LLC, Contractor; *Increase* of \$12,717.23 and *Increase* of Thirty-one (31) days.

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

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

K. Recommendation of Acceptance for the Project, “John J. Johnson Phase I Interior and Exterior Improvements.”

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

L. Recommendation of Acceptance for the Project, “Renovations to A.M. Barbe High School Re-roofing Buildings J&H.

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

CONDOLENCES/RECOGNITIONS

Mr. Hardy asked for a letter of condolence to the family of Mrs. Irene Ann Dugas.

Mr. Dellafosse reminded the board to look in their packets for information on the upcoming City of Lake Charles Teen Connection program.

SCHEDULE COMMITTEES

A& P Committee, October 22, 2019, 5:00 p.m.

ADJOURN MEETING

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

President

Secretary

Damon Hardesty

Karl Bruchhaus

Item 4. B.

BOND RESOLUTION

A RESOLUTION PROVIDING FOR ISSUANCE, SALE AND DELIVERY OF \$10,250,000 GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 30 OF CALCASIEU PARISH, LOUISIANA, SERIES 2019A; AND \$4,410,000 GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 30 OF CALCASIEU PARISH, LOUISIANA, SERIES 2019B (TAXABLE); 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, the District has heretofore issued \$9,700,000 of its General Obligation Refunding Bonds, 2010 Series, dated August 16, 2010 on original issue, of which \$3,375,000 is currently outstanding (the "Outstanding 2010 Bonds"), which Outstanding 2010 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, Sub-Part A of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 to 517, inclusive), Sections 521 and 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:521 and La. R.S. 39:531), and other constitutional and statutory authority supplemental thereto (collectively, "the Act"); and

WHEREAS, the District has heretofore issued \$12,825,000 of its General Obligation Refunding Bonds, 2012 Series, dated March 29, 2012 on original issue, of which \$8,475,000 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 the Act; and

WHEREAS, the District has heretofore issued \$8,135,000 of its General Obligation Refunding Bonds, 2012 Series A, dated November 20, 2012 on original issue, of which \$5,955,000 is currently outstanding (the "Outstanding 2012A Bonds"), which Outstanding 2012A 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 the 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 2010 Bonds, consisting of those bonds which mature on February 15, 2021 through February 15, 2022, inclusive, currently outstanding in the amount of \$2,305,000 (the "Refunded Series 2010 Bonds"), would be advantageous to the District; and

WHEREAS, the Board, as 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, 2020 through February 15, 2028, inclusive, currently outstanding in the amount of \$8,475,000 (the "Refunded Series 2012 Bonds"), would be advantageous to the District; and

WHEREAS, the Board, as governing authority of the District, has found and determined

that refunding certain callable maturities of the Outstanding 2012A Bonds, consisting of those bonds which mature on February 15, 2024 to February 15, 2029, inclusive, currently outstanding in the amount of \$3,930,000 (the “Refunded 2012A Bonds” and, together with the Refunded 2010 Bonds and the Refunded 2012 Bonds, the “Refunded Bonds”), would be advantageous to the District; and

WHEREAS, the Board has adopted a preliminary resolution on June 11, 2019, expressing its intention to issue general obligation refunding bonds of the District in an aggregate principal amount not to exceed \$15,500,000 pursuant to the provisions of the Act; and

WHEREAS, the State Bond Commission, on July 18, 2019, granted authority for issuance of the Bonds in the aggregate principal amount not exceeding \$15,500,000, said Bonds to bear interest at a rate or rates not exceeding 4.5% per annum; and

WHEREAS, the Board has adopted a resolution on October 8, 2019, authorizing preparation and distribution of the Preliminary Official Statement, the Official Statement, and authorizing the form of and execution of the Bond Purchase Agreement, and sale of the Bonds at interest rates and terms most advantageous to the District; 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 \$10,250,000 principal amount of its General Obligation Refunding Bonds, Series 2019A (the “Series 2019A Bonds”), for the purpose of refunding the Refunded 2010 Bonds and the Refunded 2012 Bonds, and \$4,410,000 principal amount of its General Obligation Refunding Bonds, Series 2019B (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “Bonds”), for the purpose of refunding the Refunded 2012A Bonds, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof; and

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

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

WHEREAS, in connection with issuance of the Bonds, it is necessary that provision be made for payment of the principal, interest and redemption premium, if any, of the Refunded Bonds described in **Exhibit A** hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to a Notices 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 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, Sub-Part A of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 to 517, inclusive), Sections 521 and 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:521 and La. R.S. 39:531), and other constitutional and statutory authority supplemental thereto.

“AGM” shall mean Assured Guaranty Municipal Corp., or any successor thereto.

“2010 Bonds” shall mean the Issuer’s \$9,700,000 General Obligation Refunding Bonds, 2010 Series, dated August 16, 2010, on original issue, of which \$3,375,000 is currently outstanding.

“2012 Bonds” shall mean the Issuer’s \$12,825,000 General Obligation Refunding Bonds, 2010 Series, dated March 29, 2012 on original issue, of which \$8,475,000 is currently outstanding.

“2012A Bonds” shall mean the Issuer’s \$8,135,000 General Obligation Refunding Bonds, 2010 Series, dated November 20, 2012 on original issue, of which \$5,955,000 is currently outstanding.

“Bond” or “Bonds” shall mean, collectively, any or all of the General Obligation Refunding Bonds, 2019A Series and 2019B Series (Taxable), 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, AGM 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 Series 2019A Bonds or February 15 for Series 2019B 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” shall mean School District No. 30 of Calcasieu Parish, State of Louisiana.

“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 Bond Resolution.

“Escrow Agreement” shall mean the Escrow Deposit Agreement dated as of November 1, 2019, 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 February 15, 2020, with respect to the Series 2019A Bonds, and February 15 and August 15

of each year, commencing February 15, 2020, with respect to the Series 2019B Bonds.

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

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

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

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

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

“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 AGM 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 2010 Bonds, the Refunded 2012 Bonds and the Refunded 2012A Bonds.

“Refunded 2010 Bonds” shall mean those bonds of the District’s outstanding General Obligation Refunding Bonds, 2010 Series, dated August 16, 2010 on original issue, maturing February 15, 2021 through February 15, 2022, inclusive, currently outstanding in the amount of \$2,305,000, which

are being refunded by the Series 2019A Bonds, as more fully described in **Exhibit A** hereto.

“Refunded 2012 Bonds” shall mean those bonds of the District’s outstanding General Obligation Refunding Bonds, 2012 Series, dated March 29, 2012 on original issue, maturing February 15, 2020 through February 15, 2028, inclusive, currently outstanding in the amount of \$8,475,000, which are being refunded by the Series 2019A Bonds, as more fully described in **Exhibit A** hereto.

“Refunded 2012A 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 to February 15, 2029, inclusive, currently outstanding in the amount of \$3,930,000, which are being refunded by the Series 2019B Bonds (Taxable), as more fully described in **Exhibit A** hereto.

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

“Series 2019A Bond” or “Series 2019A Bonds” shall mean any or all of the General Obligation Refunding Bonds, 2019A Series 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 Series 2019A Bond.

“Series 2019B Bond” or “Series 2019B Bonds” shall mean any or all of the General Obligation Refunding Bonds, 2019B Series 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 Series 2019B Bond.

“State” shall mean the State of Louisiana.

“Underwriter” shall mean Stifel, Nicolaus & Company, Incorporated of Baton Rouge, Louisiana.

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 two separate series of Bonds to be designated “*General Obligation Refunding Bonds, 2019A Series, of School District No. 30 of Calcasieu Parish, Louisiana*” and “*General Obligation Refunding Bonds, 2019B Series, of School District No. 30 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. (a) Pursuant to the provisions of the Act, there is hereby authorized issuance of \$10,250,000 principal amount of Bonds to be designated "*General Obligation Refunding Bonds of School District No. 30 of Calcasieu Parish, Louisiana, Series 2019A,*" for the purpose of refunding the Refunded 2010 Bonds and the Refunded 2012 Bonds. The Series 2019A Bonds shall be in substantially the form set forth in **Exhibit C-1** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

(b) Pursuant to the provisions of the Act, there is hereby authorized issuance of \$4,410,000 principal amount of Bonds to be designated "*General Obligation Refunding Bonds of School District No. 30 of Calcasieu Parish, Louisiana, Series 2019B (Taxable),*" for the purpose of refunding the

Refunded 2012A Bonds. The Series 2019B Bonds shall be in substantially the form set forth in **Exhibit C-2** 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. (a) The Series 2019A Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof within a single maturity, shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on 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 February 15, 2020, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

<u>DUE</u> <u>(Feb 15)</u>	<u>MATURITY</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2020	\$ 845,000	3.000%
2021	1,870,000	3.000%
2022	1,960,000	4.000%
2023	825,000	4.000%
2024	855,000	4.000%
2025	900,000	4.000%
2026	950,000	4.500%
2027	1,000,000	4.500%
2028	1,045,000	4.500%

(b) The Series 2019B Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof within a single maturity, shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on 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 February 15, 2020, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

<u>DUE</u> <u>(Feb. 15)</u>	<u>MATURITY</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2020	\$ 95,000	3.000%
2021	70,000	3.000%
2022	70,000	3.000%
2023	75,000	3.000%
2024	635,000	2.100%
2025	655,000	2.200%
2026	665,000	2.350%
2027	690,000	2.400%
2028	715,000	2.500%
2029	740,000	2.600%

The principal and premium, if any, of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner (determined as of the Record Date) at the address of such Owner as it appears on the

registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the District shall default in payment of interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest at their stated rate from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1. Exchange of Bonds; Persons Treated as Owners. The District shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond Resolution to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the District, AGM 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 AGM to make payments under the Policy, AGM 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, AGM and the Paying Agent, and any agent of the District, AGM 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, AGM and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the District, AGM and the Paying Agent, (ii) giving to the District, AGM and the Paying Agent an indemnity bond in favor of the District and the Paying Agent in such amount as the District and AGM may reasonably require, (iii) compliance with such other reasonable regulations and conditions as the District and AGM may prescribe and (iv) paying such expenses as the District, AGM 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. 39:971 through 39:974."

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

PAYMENT OF BONDS; DISPOSITION OF FUNDS

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

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

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Tax Revenues shall be deposited as the same may be collected to the credit of the District, in separate and special bank accounts established and maintained with the regularly designated fiscal agent of the Calcasieu Parish School Board and designated “School District No. 30 2019A General Obligation Refunding Bond Sinking Fund” (the “Series 2019A Sinking Fund”), and “School District No. 30 2019B General Obligation Refunding Bond Sinking Fund” (the “Series 2019B Sinking Fund”) and, together with the Series 2019A 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 AGM) 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. (a) As a condition of the issuance of the Series 2019A Bonds, the District hereby binds and obligates itself to: (i) 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 Series 2019A Bonds as will enable the Escrow Agent to pay in full on December 11, 2019, the principal of and interest on the Refunded 2012 Bonds; (ii) 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 Series 2019A Bonds as will enable the Escrow Agent to pay in full on February 15, 2020, the principal of and interest on the Refunded 2010 Bonds; and (iii) deposit in trust with the Escrow Agent such amount of the proceeds of the Series 2019A 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.

(b) As a condition of the issuance of the Series 2019B Bonds, the District hereby binds and obligates itself to: (i) 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 Series 2019B Bonds as will enable the Escrow Agent to pay in full on February 15, 2022, the principal of and interest on the Refunded 2012A Bonds; and (ii) deposit in trust with the Escrow Agent such amount of the proceeds of the Series 2019B 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. Tax Covenants. (A) To the extent permitted by the laws of the State, the District will comply with the requirements of the Code to establish, maintain and preserve the exclusion from “gross income” of interest on the Bonds under the Code. The District shall not take any action or fail to take any action, nor shall they permit at any time or times any of the proceeds of the Bonds or any other funds of the District to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an “arbitrage bond” as defined in the Code or would result in the inclusion of the interest on any Bond in “gross income” under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of proceeds of the Bonds in a manner which would cause the Bonds to be “private activity bonds” under the Code.

(B) The District shall not permit at any time or times any proceeds of the Bonds or any other funds of the District to be used, directly or indirectly, in a manner which would result in exclusion of interest on any Bond from the treatment afforded by Section 103(a) of the Code, as from time to time amended, or any successor provision thereto.

(C) For purposes of paragraphs (A) and (B) above, “interest” shall include any original issue discount properly allocable to the holder of a Bond.

SECTION 6.4. 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 6.5. 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 6.6. 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 AGM. The District further agrees that the Paying Agent, AGM 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 6.7. 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 AGM 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 AGM

may be amended in any manner which affects the rights of AGM under the Bond Resolution without the prior written consent of AGM.

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 AGM 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 AGM 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 AGM 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, AGM 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 AGM, and AGM, 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 AGM immediately upon the occurrence of any Event of Default. All remedies shall be cumulative with respect to the Paying Agent, the Owners and AGM; if any remedial action is discontinued or abandoned, the Paying Agent, the Owners and AGM shall be restored to the former positions.

SECTION 9.2. Notice to Insurer of Events of Default. The Paying Agent shall provide AGM 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 Hancock Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the District.

SECTION 10.3. 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 AGM. 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 AGM. AGM 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 AGM 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 AGM, 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 AGM 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, AGM 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 AGM 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 AGM, and AGM 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, AGM, 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, AGM, 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 AGM, 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.

ARTICLE XII

SALE OF BONDS

SECTION 12.1. Sale of Bonds. The Series 2019A Bonds are hereby awarded to and sold to the Underwriter at a price of \$11,073,631.80, comprised of \$10,250,000.00 principal, plus \$900,506.80 of Original Issue Premium, less \$76,875.00 Underwriter's Discount, and the Series 2019B Bonds are hereby awarded to and sold to the Underwriter at a price of \$4,348,014.55, comprised of \$4,410,000.00 principal, less net original issue discount in the amount of \$28,910.45, less \$33,075.00 Underwriter's Discount, 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. (a) Subject only to delivery of the Series 2019A Bonds, the Refunded 2010 Bonds are hereby irrevocably called for redemption on February 15, 2020, 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.

(b) Subject only to delivery of the Series 2019A Bonds, the Refunded 2012 Bonds are hereby irrevocably called for redemption on December 11, 2019, 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.

(c) Subject only to delivery of the Series 2019B Bonds, the Refunded 2012A 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 12th day of November, 2019.

/s/ Damon Hardesty
DAMON HARDESTY, President
Calcasieu Parish School Board

ATTEST:

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

Item 4. C.

BOND RESOLUTION

A RESOLUTION PROVIDING FOR ISSUANCE, SALE AND DELIVERY OF _____ GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 33 OF CALCASIEU PARISH, LOUISIANA, SERIES 2019; 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. 33 of Calcasieu Parish, Louisiana (the "District") has heretofore issued \$7,970,000 of its General Obligation Refunding Bonds, 2010 Series, dated April 19, 2010 on original issue, of which \$3,790,000 is currently outstanding (the "Outstanding 2010 Bonds"), which Outstanding 2010 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 and Article VII, Section 26(E) of the Constitution of the State of Louisiana, and those portions of Part II of Article VII of the Constitution of 1974 of the State of Louisiana not repealed by the 1977 Louisiana Legislature, and Subpart A of Part III of Chapter 4 of Sub-Title II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and all other laws on the same subject matter;

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 2010 Bonds, consisting of those bonds which mature on February 15, 2021 through February 15, 2025, inclusive, currently outstanding in the amount of \$3,225,000 (the "Refunded Series 2010 Bonds"), would be advantageous to the District;

WHEREAS, the Board has adopted a preliminary resolution on July 9, 2019, expressing its intention to issue general obligation refunding bonds of the District in an aggregate principal amount not to exceed \$3,350,000 pursuant to the provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Sub-Part A of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 to 517, inclusive), Sections 521 and 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:521 and La. R.S. 39:531), and other constitutional and statutory authority supplemental thereto (collectively, "the Act");

WHEREAS, the State Bond Commission, on August 15, 2019, granted authority for issuance of the Bonds in the aggregate principal amount not exceeding \$3,350,000, said Bonds to bear interest at a rate or rates not exceeding 5.00% per annum;

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 \$_____ principal amount of its General Obligation Refunding Bonds, Series 2019 (the "Bonds"), for the purpose of refunding the Refunded 2010 Bonds, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof;

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

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

WHEREAS, in connection with issuance of the Bonds, it is necessary that provision be made for payment of the principal, interest and redemption premium, if any, of the Refunded Bonds described in **Exhibit A** hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to a Notices 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 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. Preamble. All of the facts recited in the preamble to this Bond Resolution have been reviewed by the District and the Board and are found to be true and correct and are made resolutions of the Board for and on behalf of the District.

SECTION 1.2. 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, Sub-Part A of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 to 517, inclusive), Sections 521 and 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:521 and La. R.S. 39:531), and other constitutional and statutory authority supplemental thereto.

“**BAM**” shall mean Build America Mutual Assurance Company, or any successor thereto.

“**2010 Bonds**” shall mean the Issuer’s \$7,970,000 General Obligation Refunding Bonds, 2010 Series, dated April 19, on original issue, of which \$3,790,000 is currently outstanding.

“**Bond**” or “**Bonds**” shall mean, collectively, any or all of the General Obligation Refunding Bonds, 2019, 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 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” shall mean School District No. 33 of Calcasieu Parish, State of Louisiana.

“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 Bond Resolution.

“Escrow Agreement” shall mean the Escrow Deposit Agreement dated as of December 1, 2019, 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 February 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 Hancock Whitney Bank, Baton Rouge, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Bond Resolution, and thereafter **“Paying Agent”** shall mean such successor Paying Agent.

“Person” shall mean any individual, corporation, partnership, joint venture,

association joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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

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

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

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

“Refunded Bonds” means, collectively, the Refunded 2010 Bonds.

“Refunded 2010 Bonds” shall mean those bonds of the District’s outstanding General Obligation Refunding Bonds, 2010 Series, dated April 19, 2010 on original issue, maturing February 15, 2021 through February 15, 2025, inclusive, currently outstanding in the amount of \$3,225,000, 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.

“Series 2019 Bond” or “Bonds” shall mean any or all of the General Obligation Refunding Bonds, 2019 Series 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 Series 2019 Bond.

“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

separate series of Bonds to be designated “*General Obligation Refunding Bonds, Series 2019, of School District No. 33 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 \$_____ principal amount of Bonds to be designated “*General Obligation Refunding Bonds of School District No. 33 of Calcasieu Parish, Louisiana, Series*”

2019,” for the purpose of refunding the Refunded 2010 Bonds. The Bonds shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof within a single maturity, shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on 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 February 15, 2020, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

<u>DUE</u> <u>(Feb 15)</u>	<u>MATURITY</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2020	\$ __,000	.00%
2021	__,000	.00%
2022	__,000	.00%
2023	__,000	.00%
2024	__,000	.00%
2025	__,000	.00%

The principal and premium, if any, of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to the Owner (determined as of the Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the District shall default in payment of interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest at their stated rate from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF THE BONDS

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

which would require BAM to make payments under the Policy, BAM and its designated agent shall be provided with access to inspect and copy the registration books of the District for the Bonds.

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

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

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

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

authority of La. R.S. 39:971 through 39:974.”

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

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

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

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

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

Notwithstanding anything to the contrary herein, while the Bonds are issued in

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

PAYMENT OF BONDS; DISPOSITION OF FUNDS

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

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

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Tax Revenues shall be deposited as the same may be collected to the credit of the District, in separate and special bank accounts established and maintained with the regularly designated fiscal agent of the Calcasieu Parish School Board and designated "School District No. 33 2019 General Obligation Refunding Bond Sinking Fund" (the "Series 2019 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 shall not be callable for optional redemption prior to their maturity date.

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: (i) 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 pay in full on February 15, 2020, the principal of and interest on the Refunded 2010 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. Tax Covenants. (A) To the extent permitted by the laws of the State, the District will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The District shall not take any action or fail to take any action, nor shall they permit at any time or times any of the proceeds of the Bonds or any other funds of the District to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

(B) The District shall not permit at any time or times any proceeds of the Bonds or any other funds of the District to be used, directly or indirectly, in a manner which would result in exclusion of interest on any Bond from the treatment afforded by Section 103(a) of the Code, as from time to time amended, or any successor provision thereto.

(C) For purposes of paragraphs (A) and (B) above, "interest" shall include any original issue discount properly allocable to the holder of a Bond.

SECTION 6.4. 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 6.5. 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 6.6. 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 6.7. 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. 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 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 Hancock Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and

substance satisfactory to the District.

SECTION 10.3. 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.

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 \$ _____, comprised of \$ _____ principal, plus \$ _____ of net Original Issue Premium, less \$ _____ Underwriter's Discount,, 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 are authorized to accept and execute on behalf of the District an offer of the Underwriters for purchase of the Bonds as expressly set forth in the Bond Purchase Agreement.

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 2010 Bonds are hereby irrevocably called for redemption on February 15, 2020, 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 12th day of November, 2019.

/s/ Damon Hardesty

DAMON HARDESTY, President
Calcasieu Parish School Board

ATTEST:

/s/ Karl Bruchhaus

KARL BRUCHHAUS, Secretary
Calcasieu Parish School Board

ITEM 5.A.

2019 - Presenting the certificates of excellence to the AP Scholars

Karen Williams, Administrative Coordinator of Advanced Studies

Nicole Fontenot, Consultant, Advanced Studies

AP Exams

The AP Examinations are administered each year in May and represent the culmination of college-level work in a given discipline in a secondary school setting. Rigorously developed by committees of college and AP high school faculty, the AP Exams test students' ability to perform at a college level. Exams are scored with a range from 1 to 5, with 5 being the highest score a student can achieve, and the College Board recommends college credit with a three or higher.

AP Seminar and Research Certificate – Granted to students who earn scores of 3 or higher in both AP Seminar and AP Research.

Barbe

- Jillian A. Bech
-

AP Capstone Diploma – Granted to students who earn scores of 3 or higher in AP Seminar and AP Research and on four additional AP Exams of their choosing.

Barbe

- Tatum N. Comeaux
- Virginia G. Laney
- Juliette M. Lemoine
- Umar M. Shaikh
- Kana M. Webb
-

AP Scholars -- Granted to students who receive scores of 3 or higher on three or more AP Exams.

BARBE

- Kennedy N. Anderson
- Jillian A. Bech
- Callie A. Blackledge
- Aubrey D. Caldwell
- Jeffrey S. Chatagnier
- Sydney M. Clark
- William R. Condos
- Alison E. Cox
- Gavin M. Cox
- Isabella J. Daniels
- Preston C. Debetaz
- Austin L. Dellafosse
- Blake A. Fagan
- Caimen B. George
- Serena M. Greenlee
- Sophia R. Haddon
- Aya F. Hijazi
- Kayla M. Kusters
- Virginia G. Laney
- Micah A. Le-Masakela
- John Liu
- Aidan P. Mahoney
- Emily E. Martin
- Senee V. Mays
- Dillan S. Mickel
- Alec B. Ortego
- Santana L. Pinkley
- Timothy J. Richard-Jackson
- David A. Ritchie
- Maddison L. Shaw
- Cole W. Smith
- Brittany E. White

SAM HOUSTON

- Matthew J. Foreman
- William C. Hebert
- Michael A. LeJeune
- Benjamin H. Martin

SULPHUR

- Cameron P. Bertrand
- Alexis D. Bostick
- Caden R. Burgett
- Grant H. Dugas
- Emily F. Dunbar
- Kolby L. Gary
- Brooks P. Giardina
- Erin J. Hidalgo
- Katelyn B. Kohlenberg
- Lauren J. LeBlanc
- Claire N. McMillen
- Elizabeth A. Moss
- Sydney K. O'Blanc
- Brennan S. Peloquin
- Abbigail J. Perkins
- Emily A. Petross
- Bryce A. Polak
- Daniel T. Rodriguez
- Trinity F. Trahan
- Jackson P. Viator

Vinton

- Amy M. Clark

LaGrange

- Isabella M. Thomas

AP Scholar with Honor: Granted to students who receive an average score of at least 3.25 on all AP Exams taken, **and** scores of 3 or higher on four or more of these exams.

BARBE

- Thomas H. Bell
- Zachary J. Bordelon
- Rachel C. Guilbeau
- Ariel M. Harrington
- Andrea L. Huber
- Emily A. Langley
- Gabrielle R. Marceaux
- Evan J. Marque
- Braden K. Miles
- Jacob N. Rimlinger
- Travis G. Sharpe
- Kyla B. Sonnier
- Trent J. Waterman

SAM HOUSTON

- Eli T. Doyle
- Isabella F. Smith
- Kaylee N. Wright
- Hannah D. Zimmerman

SULPHUR

- Cara T. Dean
- Joseph B. Granich
- Kyli E. Gremillion
- Kaleb M. Latta
- Landon B. Sargent
- Kate L. Turner
- Thomas L. Tyree
- Abby D. Wyatt

Vinton

- Zane W. McCaughey

Westlake

- Jillian B. Elliott

AP Scholar with Distinction: Granted to students who receive an average score of at least 3.5 on all AP Exams taken, **and** scores of 3 or higher on five or more of these exams

BARBE

- Zeke E. Abshire
- Ali M. Ali
- Colby D. Blank
- Isaac J. Broussard
- Kelsey E. Broussard
- Kevin J. Cagnolatti
- Grant L. Caldwell
- Chloe L. Camel
- Tatum N. Comeaux
- Gabriella M. Demourelle
- Truman H. Devilbiss
- David P. Duhon
- Alana M. Fournet
- Naivaidya Garg
- Helene S. Girard
- Alyson K. Goree
- John F. Griswold
- Josi B. Guidry
- Brendan E. Guillory
- Joseph A. Hughes
- Bronson P. Jordan
- Hafsah T. Khan
- Christi Kruger
- Juliette M. Lemoine
- Kevyn J. Malveaux
- Philip T. Melton
- Haya Naveed
- Gabriella R. Ryder
- Umar M. Shaikh
- Dhruv Sharma
- Nicholas J. St Mary
- Griffin C. Turner
- Kana M. Webb
- Bethany A. Williams

SAM HOUSTON

- Clifton L. Breaux
- Holly M. Comeaux
- Kylian T. Hagerich
- Carina P. Veillon

SULPHUR HIGH

- Megan P. Alexander
- Connor T. Dean
- Emily L. Fitkin
- Colleen G. Fontenot
- Katherine E. Marker
- Sarah E. Medwick
- Stephen C. Mesuch
- William R. Midkiff
- Olivia D. Reeves
- Nesha S. Rubin
- Jordan S. Savoie
- Kendall M. Soileau
- David A. Spicer
- Hailey L. Stroderd
- Kaleb J. Taylor

Westlake

- Mason P. Dronet

National AP Scholar: Granted to students who receive an average score of at least 4 on all AP Exams taken, **and** scores of 4 or higher on eight or more of these exams.

BARBE

- David P. Duhon
- Juliette M. Lemoine
- Kana M. Webb
- Bethany A. Williams

Sulphur

- Emily L. Fitkin
- Jordan S. Savoie
- David A. Spicer

ITEM 9.A.

Digital citizenship refers to appropriate and responsible technology use. It encompasses more than just internet safety on websites and is essential in helping students today with, online safety and privacy, cyberbullying and digital communication, as well as digital literacy. During the month of October the Technology Department celebrated and focused on digital citizenship by hosting a contest for students to create a three minute Public Service announcement video focusing on digital citizenship. Digital citizenship webinars were held for teachers as well as tips on the Technology Departments twitter sight. New this year: CPSB Technology Department has implemented a digital citizenship ambassador program. A teacher at each school was chosen and trained at the technology center. The ambassador coordinates all digital citizenship school events and training as well as how to incorporate digital citizenship into everyday lessons.

ITEM 10. A.

RESOLUTION

WHEREAS, the Calcasieu Parish School Board has specific sales taxes dedicated to employee salaries and benefits,

AND WHEREAS, it is the desire of the Calcasieu Parish School Board to use the excess sales taxes dedicated and accumulated in the General Fund to provide a salary supplement to active employees of the Calcasieu Parish School Board for services rendered in the fiscal year 2019-2020 and is to be paid on the November 22, 2019, regularly scheduled pay date,

AND WHEREAS, an employee is defined as an individual actively working full-time or part-time in their respective position and employed by the Calcasieu Parish School Board on November 8, 2019, (excludes board members and substitute labor),

AND WHEREAS, this supplement is being provided conditioned on employees completing their respective scheduled days to be worked for the 2019-2020 fiscal year and any employee not fulfilling this requirement is subject to having the supplement prorated by the Superintendent and surrendering any portion not earned,

THEREFORE BE IT RESOLVED, that all employees based on the teachers' salary schedule shall be paid a gross supplement of \$3,000 and all other personnel shall be paid a gross supplement of \$2,100 with one-half of the appropriate supplement paid to employees that work part-time less than 4 hours, and that any exceptions to the preceding definitions and rules will be resolved by the Superintendent and that said supplement is to be paid on the November 22, 2019, regularly scheduled pay date,

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

YEAS:

NAYS:

ABSENT:

ABSTAIN:

And the resolution was declared adopted on this, the 12th day of November, 2019.

Karl Bruchhaus
Secretary

Damon Hardesty
President

This worksheet is intended only as
a calculation of estimated probable costs!

			Tchr Sched Based Employees		All Other Employees	
Sales Tax Supplement Cost Estimate - FY2020			3,000	Prior year	2,100	Prior year
			Supplement		Supplement	
			\$ 3,000	Current year	\$ 2,100	Current year
			sal	ben	sal	ben
4942 Districtwide Total all employees			9,579,000	2,683,317	3,671,850	1,190,046
			12,262,317		4,861,896	
15,411,792	(Roughly 90% funded by GF)	Total Cost	17,124,213			
GenFund Cost						

Notes & recommendations:

Nov. 2019 sales tax supplement is recommended to be \$3,000 for those employees tied to the teacher's salary schedule and all others to be \$2,100; to be paid on Nov. 22, with employment determination date of November 8, 2019. SI and CFO determined that approx. \$27.6M was available as Sales Tax Surplus funds from the 1995 tax and the 2015 tax combined considering the \$20M board approved S/T funds reservation at the end of fiscal year 6/30/19. SI & CFO determined that approximately \$15.5M could be used to pay supplement considering long-term concerns of diminishing MFP funding and future Sales Tax uncertainty and the \$20M board approved S/T funds reservation. Also considered was the payment of approx. \$1.54M in COMPASS stipends in October 2019 from surplus S/T funds.

**Calcasieu Parish School Board
History of Teacher Salaries**

1991-92	\$388 Local One-Time Supplement
1992-93	Raises given in range from \$350 at BA with/0 to \$542 at PHD with/25.
1993-94	No Increase.
1994-95	No Increase.
1995-96	\$3,300 raise to all levels of teacher schedule from passage of 1/2 cent sales tax.
1996-97	\$750 State raise to all levels of teacher schedule. Local raises to create at least \$350 between steps and \$1,500 between degrees ranged from \$147 at BA w/14 to \$2,907 at PHD w/25.
1997-98	\$1,084 State raise to all levels of teacher schedule.
1998-99	\$985 State raise to all levels of teacher schedule.
1999-00	No Increase.
2000-01	\$600 One-Time Local Supplement \$2,000 One-Time Local Supplement
2001-02	\$2,060 State raise to all levels of teacher salary schedule \$1,500 Local raise to all levels of teacher salary schedule \$ 300 Local supplement
2002-03	Local \$725 One-Time Supplement State \$610 Supplement
2003-04	State \$610 Raise State \$1,300 Supplement
2004-05	State \$1,300 Raise State \$309 Raise One Additional Step To Teacher Schedule For All Degees Local \$942 One-Time Supplement
2005-06	State & Local \$747 Raise
2006-07	State \$1,500 Raise Local \$2,200 One-Time Supplement Local \$1,500 One-Time Supplement
2007-08	State \$4,696 Raise Local \$304 Raise Local \$1,700 One-Time Supplement
2008-09	State \$1,019 Raise Local \$1,250 One-Time Supplement
2009-10	No increase.
2010-11	No increase.
2011-12	No increase.
2012-13	Local \$800 One-Time Supplement
2013-14	State \$600 One-Time Supplement
2014-15	State \$561 Raise Local \$900 One-Time Supplement
2015-16	Local \$4,000 Raise (funded by new 1/2 cent sales tax) Local \$1,100 One-Time Supplement
2016-17	Local \$1,450 One-Time Supplement
2017-18	Local \$2,850 One-Time Supplement
2018-19	Local \$3,000 One-Time Supplement
2019-20	State \$1,000 Raise

**Calcasieu Parish School Board
History of Support Salaries**

1991-92	\$388 Local One-Time Supplement
1992-93	1.65% Raise With Cap of \$542
1993-94	No Increase.
1994-95	No Increase.
1995-96	Raises of 10% not less than \$1,200 for full time
1996-97	State \$150 One Time Supplement - One Additional Local Step To Each Schedule
1997-98	State Raise \$350 Per Schedule
1998-99	State \$300 One-Time Supplement
1999-00	No Increase.
2000-01	Local \$350 One-Time Supplement Local \$500 One-Time Supplement State \$328.78 One Time Supplement
2001-02	Local \$500 Raise to all support schedules Local \$300 One-Time Supplement
2002-03	State \$477 One Time Supplement Local \$350 One-Time Supplement Local \$300 One Time Supplement
2003-04	State \$477 Raise Local \$300 Raise Local \$500 One-Time Supplement
2004-05	Local \$800 One-Time Supplement
2005-06	No Increase.
2006-07	State \$500 Raise Local \$1,700 One-Time Supplement Local \$1,000 One-Time Supplement
2007-08	State \$1,000 Raise Local \$500 Raise Local \$1,700 One-Time Supplement
2008-09	State \$1,000 One-Time Supplement Local \$1,250 One-Time Supplement
2009-10	No Increase.
2010-11	No increase.
2011-12	No increase.
2012-13	Local \$800 One-Time Supplement
2013-14	Local \$300 One-Time Supplement
2014-15	Local \$550 One-Time Supplement
2015-16	Local 10% salary schedule increase Local \$750 One-Time Supplement
2016-17	Local \$1,000 One-Time Supplement
2017-18	Local \$2,000 One-Time Supplement
2018-19	Local \$2,100 One-Time Supplement
2019-20	State \$500 Raise

ITEM 10. B.

TO: Board Members
FROM: Wilfred Bourne, CFO
SUBJECT: 421 Ash St. & 480 Cypress St., Sulphur, Near Sulphur HS
DATE: November 1, 2019

Recently, staff contacted a realtor representing the owner of two adjoining properties located at 421 Ash Street (Tract 1) & 480 Cypress St. (Tract 2), south of Sulphur High School, in regards to the possibility of purchasing one or both of the properties. Tract 1 is 1.09 acres and Tract 2 is .45 acres. The properties are located across the street from campus and could be used for future expansion once cleared. Staff is requesting permission to negotiate and extend a purchase offer to the owner, not to exceed appraisal value. Value range for Tract 1 is estimated at \$130,000 to \$170,000 and Tract 2 is estimated at \$100,000 to \$120,000. Property would be purchased with Riverboat Funds.

Staff recommendation: Authorize staff to negotiate and extend a purchase offer on one or both tracts to owner, not to exceed appraisal value, and if accepted, to initiate purchase proceedings and authorize president to sign all necessary documents.



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CALCASIEU PARISH SCHOOL BOARD AND
COMMUNITY CENTER AND PLAYGROUND
DISTRICT NO. ONE OF WARD SIX**

**STATE OF LOUISIANA
PARISH OF CALCASIEU**

THIS AGREEMENT is effective on the date set forth herein by and between COMMUNITY CENTER AND PLAYGROUND DISTRICT NO. ONE OF WARD SIX, hereafter sometimes referred to as the “DISTRICT”, a political subdivision of the State of Louisiana, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter sometimes referred to as “SCHOOL BOARD”, also a political subdivision of the State of Louisiana, each of whom is represented by their respective agents named hereafter.

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

WHEREAS, the DISTRICT is a political subdivision of the State of Louisiana and has a legal obligation to provide recreational activities for the benefits of its citizens, and

WHEREAS, the SCHOOL BOARD is a political subdivision of the State of Louisiana and is responsible for its public educational facilities and services for Calcasieu Parish, including its recreational facilities, and

WHEREAS, the SCHOOL BOARD is responsible for athletic fields maintained by DeQuincy High School which the DISTRICT desires to use for recreational activities, and

WHEREAS, the aforesaid facilities are maintained by the SCHOOL BOARD, and

WHEREAS, the DISTRICT wishes to contribute to the maintenance of athletic fields and facilities maintained by DeQuincy High School.

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

1. Scope of Agreement

DeQuincy High School will allow the DISTRICT to host not more than twenty (20) games per year on athletic fields maintained by DeQuincy High School, including use of fields for multiple practices prior to said games, use of stadium lockers, press box, restrooms, and athletic field parking areas.

DeQuincy High School will furnish the supplies, equipment, and labor needed to prepare the fields for athletic contests of or sponsored by the DISTRICT.

The schedule of use of the aforesaid athletic fields and practice areas shall be subject to prior approval by the principal of DeQuincy High School.

The DISTRICT shall purchase and donate to the Calcasieu Parish School Board for use by DeQuincy High School an LS lawn tractor, MT1 Series, MT122 Sub Compact, three cylinder four-wheel drive, turf tires, front end loader, sixty inch mid-mount mower, at an approximate cost of \$15,228.00. After said donation DeQuincy High School shall be responsible for the maintenance and operation of the aforesaid lawn tractor.

2. Term of Agreement

The initial term of this agreement shall be ten (10) years from and after its effective date, _____, 2019. At the end of this term the agreement will automatically renew for successive one year calendar periods, unless either party provides no less than sixty (60) day written notice of either intent not to renew the agreement, or notice of termination of the agreement. Any "renewal" term may be terminated by either party upon giving sixty (60) day written notice.

3. Maintenance of Athletic Fields

All operational day-to-day costs for utilities, routine inspections, maintenance, and upkeep, including but not limited to supplies, equipment, and labor needed to prepare fields for athletic contests, are the responsibility of the SCHOOL BOARD. However, with respect to the athletic contests and practices sponsored by or permitted by the DISTRICT, the DISTRICT shall be responsible for supervision thereof, inspection of the premises for dangerous conditions, for notifying the SCHOOL BOARD of any such dangerous conditions in advance of athletic contests and/or practices, for staff needed to properly supervise and "host" the athletic contests, such as security, concession stand, and gate workers, and contest officials, and for amenities needed by the DISTRICT. While this agreement includes permission for the DISTRICT to use the athletic fields for practices for the athletic contests it will host, the area to be used and the schedule of use for practices are subject to prior approval by the principal of DeQuincy High School.

DISTRICT shall promptly notify the school principal of any conditions which present a danger to the public and/or to participants in athletic contests and practices.

4. Amendments and Assignments

No amendments to this agreement shall be valid unless made in writing and approved by both parties hereto. The agreement may not be assigned by either party without the consent of the other.

5. Damages, Indemnity, and Insurance

For purposes of this agreement the DISTRICT shall be considered as Lessee and the SCHOOL BOARD Lessor of the athletic fields, practice and parking areas during their use by the DISTRICT. The DISTRICT is responsible for the cost to repair or replace all damages to school property which occurs during or as a result of use of Calcasieu Parish School Board property/building/facility pursuant to this Agreement. *The DISTRICT assumes responsibility for the premises during its use and further agrees to indemnify, defend and to hold harmless the Calcasieu Parish School Board, its agents, officers and employees from any loss or liability, whether in tort, workers' compensation or otherwise, for or on account of injury to (including death of) persons or damage to property, including costs, attorney's fees and expenses incidental thereto, arising from the condition of the premises, from the DISTRICT's use of School Board property whether or not said losses, injuries, deaths or property damages arise partially or wholly from the fault of the Calcasieu Parish School Board, its agents, officers and/or employees, it being the intent of the DISTRICT to indemnify and to hold the Calcasieu Parish School Board, its agents, officers and employees harmless from any lawsuit, damages or liability arising from the use of School Board property by the DISTRICT, its agents, licensees, invitees, and others on the premises and whether or not caused partially or wholly by the fault or negligence of the Calcasieu Parish School Board, its officers, agents and employees.* The DISTRICT during its use of the athletic facilities assumes responsibility for the condition of the property, premises and grounds. The Calcasieu Parish School Board, its agents, officers and employees shall not be responsible for damages caused by vices or defects of the stipulated Calcasieu Parish School Board premises and grounds. Evidence of at least \$1 million in general liability insurance shall be furnished to the Calcasieu Parish School Board prior to use of the facilities in the form of a certificate and the insurance afforded under such policies shall be primary. The certificate shall reflect the Calcasieu Parish School Board as an Additional Insured under the appropriate portion of the coverage and shall be mailed to Calcasieu Parish School Board Risk Management Department, P.O. Box 800, Lake Charles, Louisiana 70602. Failure to provide proof of insurance as required shall not relieve the DISTRICT of its obligations under this Agreement. The DISTRICT shall also maintain workers' compensation insurance covering its employees.

6. No Stipulation for the Benefit of Others

This agreement is intended for the benefit of the DISTRICT and the SCHOOL BOARD and does not confer any rights upon any other persons. Neither shall the provisions hereof create rights or causes of action in favor of anyone not a named party to this agreement.

7. Dispute Resolution

While all parties agree to negotiate all disputes regarding this agreement in good faith, the DISTRICT and the SCHOOL BOARD agree that if they are unable to independently and satisfactorily resolve any disagreement, then either party may seek redress in the 14th Judicial District Court in and for Calcasieu Parish, Louisiana.

8. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, and venue for any dispute shall be the 14th Judicial District Court, Calcasieu Parish, Louisiana.

9. Severability

If any provision of this agreement is held invalid, void, or unenforceable under any law or regulation by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed deleted from the agreement.

10. No Authorship Presumption

The DISTRICT and the SCHOOL BOARD have both had an opportunity to negotiate the language of this agreement in consultation with their respective legal counsel. No presumption shall arise or adverse inference shall be drawn by virtue of any authorship of this agreement. The DISTRICT and the SCHOOL BOARD hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement with respect to authorship hereof.

11. Non-Discrimination Agreement

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

12. Use of Premise

No alcoholic beverages, controlled dangerous substances, tobacco, firearms/guns or other weapons, explosive or flammable substances may be brought onto/into Calcasieu Parish School Board grounds and/or facilities.

The DISTRICT shall use the athletic fields, practice and parking areas only for the purposes of athletic contests and practices, and may not use any other area of the school facilities.

The DISTRICT has inspected the premises, has determined the premises are suitable for its proposed use, and that the premises are in safe and clean condition. The DISTRICT agrees that it will not store or place hazardous materials, supplies, or equipment upon and will not conduct any hazardous operations on the school premises, nor will the DISTRICT permit any hazardous or unsafe conduct to take place on the premises. Further, the DISTRICT will take appropriate safety measures, including placement of warning signs and erection of clearly visible barricades, to prevent the entry of unauthorized persons upon the premises. The DISTRICT assumes responsibility for the safety and management of the premises, and of all equipment, materials, supplies and other tangible things on the premises during the athletic events and practices. The DISTRICT will conduct no operations on the premises which will unduly interfere with the school activities at DeQuincy High School. The DISTRICT agrees to maintain the premises in proper and safe condition during its use thereof, and to comply with all applicable safety and environmental laws and regulations which pertain to its operations and presence on the premises.

13. Headings

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

14. Addresses of Notices

All notices between the DISTRICT and the SCHOOL BOARD which may be provided with respect hereto shall be in writing and shall be addressed as follows:

The SCHOOL BOARD:
Calcasieu Parish School Board
Attn: Superintendent Karl Bruchhaus
3310 Broad Street
Lake Charles, Louisiana 70615

The DISTRICT:

Community Center and Playground District No. One of Ward Six

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

THUS DONE AND SIGNED on the ____ day of _____ 2019, 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

Printed Witness Name

Witness Signature

Printed Witness Name

BY: _____

KARL BRUCHHAUS, Superintendent

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

THUS DONE AND SIGNED on the ____ day of _____ 2019, in _____, Louisiana, and in the presence of the undersigned witnesses and Notary Public, after a due reading of the whole.

WITNESSES: **COMMUNITY CENTER AND
PLAYGROUND DISTRICT NO. ONE
OF WARD SIX**

Witness Signature BY: _____

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

ITEM 10. D.

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 has arisen in connection with a collection of taxes due by online travel companies.;

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.

Damon Hardesty, President
Calcasieu Parish School Board

Attest:

Karl Bruchhaus, Secretary

To: Karl Bruchhaus, Superintendent
From: Mark Arseneault, Grants Supervisor
CC: Mary Fontenot, Charles Sellers, Robert Barrentine, Wil Bourne
Subject: Board Approval for Grant Proposal

November 5, 2019

ITEM 10. E.

I am requesting Board approval on November 12, 2019, for the following Grant Proposal:

Grant Title: National Clean Diesel Rebate Program 2019/School Bus Replacement Funding Program

Funding Authority: United States Environmental Protection Agency

Person Applying for Grant: Mark Arseneault & Robert Barrentine, with Charles Sellers and Mary Fontenot (Transportation)

Grant Amount: Maximum of \$400,000; \$20,000 per eligible bus replacement up to 20 buses

Grant Period: x

Purpose: The purpose of this grant is to encourage and assist school systems in the replacement of eligible buses so more children can ride buses with the cleanest emissions standards. This grant would give us a rebate of \$20,000 when we replace an eligible bus with the purchase of a newer bus. The grant will provide a maximum of \$400,000, **\$20,000 per eligible bus replacement up to 20 buses.**

Buses on the application must meet the program's usage requirements:

1. Transport 10 or more preprimary, primary, or secondary school students to schools or homes;
2. Are in current operational and regular use;
3. Are used at least three days/week during the current school year OR accumulated at least 10,000 miles over the last year;
4. Run on diesel fuel and powered by pre-2006 engines

Replacement vehicles must be powered by a certified 2017 or newer model year engine or operate solely on electricity. Must be no more than one vehicle class larger than original bus and may be operated on conventional diesel, battery or hybrid drive trains, or alternative fuels. The date of the purchase order cannot pre-date the selection letter. The original bus must be scrapped with specific required documentation, including photographic evidence, submitted to EPA. Once the evidence has been submitted and the entity has taken delivery of the replacement buses, the entity will receive the rebate.

ITEM 11. A.

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

A.M. Barbe High School Repairs to Building D

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

Designer:

Randy M. Goodloe, AIA, APAC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Bruchhaus, Heath, Grigg



RANDY M. GOODLOE, AIA, APAC

A Professional Architectural Corporation

**A.M. BARBE HIGH SCHOOL
REPAIRS TO BUILDING D
ARCH. PROJECT NO. 19031
11/4/2019**

We request permission to advertise the following:

Scope of Work –

Building D - Administration

This work will consist of repairs to the existing Barbe High School Building D. The existing building will be structurally repaired and new fire proofing, insulation and exterior finish installed as required.

Estimated Cost of the work: \$145,000.00

725 KIRBY ST.
LAKE CHARLES
LA 70601

(337) 436-3036

FAX
(337) 436-3773

WWW.GOODARCH.COM

A R C H I T E C T

ITEM 11. B.

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

A.M. Barbe High School Renovations to Building E "Commons"

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

Designer:

Randy M. Goodloe, AIA, APAC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Bruchhaus, Heath, Grigg



RANDY M. GOODLOE, AIA, APAC

A Professional Architectural Corporation

**A.M. BARBE HIGH SCHOOL
RENOVATIONS TO BUILDING E "COMMONS"
ARCH. PROJECT NO. 16045B-II
11/4/2019**

Scope of Work –

Building E - Commons Area

This work will consist of renovations to the existing Barbe High School Building E, "Commons Area". The existing metal ceilings shall be removed along with light fixtures. A new metal ceiling shall be installed along with new vandal resistant light fixtures and other ceiling mounted accessories as required. Installing new fire proofing on structure where previous material was abated. Additionally, the scope shall include relocation of existing vending machines and power requirements as needed. Patching and painting of existing walls shall also be included along with replacing the existing storefront systems and doors. Areas where the existing foundations for the old original lockers are located shall be upgraded to raise the base to seating height and cap with finish material on top that will be utilized as bench seating. Misc. patching and polishing of existing terrazzo flooring along with installing terrazzo base to match the existing floors.

Estimated Cost of the work: \$345,000.00

725 KIRBY ST.
LAKE CHARLES
LA 70601

(337) 436-3036

FAX
(337) 436-3773

W W W . G O O D L O E . C O M

A R C H I T E C T

ITEM 11. C.

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description: Phase 2 - Classroom Addition Plus new Playgrounds and Front Parking
Addition J.D. Clifton Elementary nschool

Funds: Sd #31 Bond Funds

Designer:
Ellender Architect & Associates, LLC

Advertise: To be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Heath

ITEM 12. A.



Memorandum

Date: 11-12-2019
To: CPSB
From: Kim Leblanc
Re: Bid Approval for E-Rate Yr. 23(20-21)

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

323-WAN	WAN	Proposals were received from Suddenlink (Altice); Cox; Conterra; Hypercore Networks	Bid awarded to Suddenlink (Altice) for lowest price meeting specifications
323-IA	IA	Proposals were received from Suddenlink (Altice); Cox; Conterra; At&t; Hypercore Networks	Bid awarded to At&t for lowest price meeting specifications

ITEM 12. B.

BID REPORT

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

DATE: October 30, 2019

DESCRIPTION:

Covered Pavilions and Restrooms R.W. Vincent Elementary & Alonzo Leblanc Middle School

FUNDS: All Districts Capital Projects Fund

BID NUMBER: 2020-05PC

DESIGNER: ELLENDER ARCHITECTS AND ASSOCIATES, LLC

CONTRACTOR	BASE BID	ALT. #1
Gunter Construction	No Bid	
K & J Development of SWLA, LLC	\$1,029,000.00	\$93,000.00
Keiland Construction LLC	\$1,129,000.00	\$52,500.00
Magellan Construction LLC	No Bid	
John D. Myers & Associates	No Bid	
Alfred Palma, Inc.	\$1,120,000.00	\$49,400.00
PERC Development, LLC	\$1,298,500.00	\$91,920.00
Seth Priola Construction, LLC	\$1,117,000.00	\$54,000.00
Trahan Construction, LLC	\$1,169,000.00	\$55,300.00
Pat Williams Construction, LLC	\$1,181,000.00	\$39,000.00
Central Auction House	No Bid	

The Committee recommends award of the contract to: K & J Development of SWLA, LLC

BASE BID PLUS ALTERNATE #1 IN THE AMOUNT OF:

One Million One Hundred Twenty-Two thousand and no/100 \$ 1,122,000.00

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE:

Provide temporary construction access as indicated on drawings for R.W. Vincent Elementary School site.

ITEM 12. C.

BID REPORT

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

DATE: October 24, 2019

DESCRIPTION: Pearl Watson Elementary School -Phase 3 Renovation

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2020-04PC

DESIGNER: Griggs , Mitchell & Assoc. Architecture LLC

CONTRACTOR	BASE BID
Pat Williams Construction	\$ 144,000.00
Mike Kraus Construction	\$ 126,000.00
Alfred Palma General Construction	No Bid
K & J Development	\$ 149,000.00
Gunter Construction , Inc.	No Bid

The Committee recommends award of the contract to:

Pat Williams Construction

BASE BID IN THE AMOUNT OF: \$ 144,000.00

One Hundred Forty-Four Thousand Dollars and No /100

as the lowest qualified bidder meeting specifications.



KRAUS CONSTRUCTION, INC.

MICHAEL R. KRAUS

*P.O. Box 7456
Lake Charles, LA 70606-7456*

*Phone (337) 474-3784
Fax (337) 474-5837*

October 28, 2019

Via: Email: tmays@griggsmitchell.com

Griggs Mitchell and Assoc. Architecture, LLC
949 Ryan, Street Suite 130
Lake Charles, LA 70601

RE: Pearl Watson Elementary Interior Improvements

Mr. Mays:

I respectfully request the withdrawal of our bid, in the amount of \$ 126,000.00 that was submitted on, Thursday, October 24, 2019, for the above referenced project. After careful review, an accounting error has been found. I apologize for the error and any other inconvenience this may have caused.

Sincerely,

Michael R. Kraus,
President, Kraus Construction, Inc.



Griggs Mitchell & Assoc. Architecture LLC
949 Ryan Street, Suite 130
Lake Charles, LA 70601
Ph (337) 313-0457
www.jmtchell@griggsandmitchell.com

October 24, 2019

Pearl Watson Elementary Phase 3
1300 5th Street
Lake Charles, LA 70601

RE: Letter of Recommendation

To Whom It May Concern:

Kraus Construction, LLC has withdrawn their bid. The next lowest bid is Pat Williams Construction. I have had the opportunity to work with Pat Williams Construction on several occasions. My professional experiences with them have all been positive. I recommend them as a General Contractor for any project.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Mitchell", written over a light blue horizontal line.

Jason L. Mitchell, AIA
Principal Architect
GMA (Griggs Mitchell & Assoc.)

ITEM 12. D.

BID REPORT

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

DATE: October 29, 2019

DESCRIPTION: Ralph Wilson School -Phase 4 Renovations

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2020-02PC

DESIGNER: Griggs, Mitchell and Associates

CONTRACTOR	BASE BID
Pat Williams Construction	\$ 224,000.00
Kraus Construction	\$ 490,000.00
Alfred Palma General Constrictors	No Bid
K & J Development	\$ 217,000.00
Gunter Construction	No Bid

The Committee recommends award of the contract to:

K & J Development of SWLA

BASE BID IN THE AMOUNT OF:

Two Hundred and Seventeen Thousand Dollars & No / 1000
as the lowest qualified bidder meeting specifications.

ITEM 12. E.

BID REPORT

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

DA OCTOBER 25, 2019

DESCRIPTION: REROOFING AT WESTLAKE HIGH SCHOOL

FUNDS: SD# 23 BOND FUNDS

BID NUMBER: 2020-06PC

DESIGNER: KING ARCHITECT, INC.

CONTRACTOR	BASE BID
MORCORE ROOFING	\$ 2,625,000.00
DAUGHDRILL ROOFING	\$ 2,593,552.00
GUNTER CONSTRUCTION, INC.	NO BID
FERGUSON ROOFING	NO BID
INDUSTRIAL ROOFING & CONSTRUCTION	\$ 3,363,270.00
RYCAR CONSTRUCTION	\$ 2,996,990.00
ROOFING SOLUTIONS LLC	\$ 3,282,931.00

The Committee recommends award of the contract to:

DAUGHDRILL ROOFING

BASE BID IN THE AMOUNT OF: \$ 2,593,552.00

TWO MILLION FIVE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED AND
FIFTY - TWO DOLLARS AND NO/100

as the lowest qualified bidder meeting specifications.

ITEM 12. F.

BID REPORT

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

DATE: October 25 ,2019

DESCRIPTION: Renovations to Westlake High School Baseball Field

FUNDS: SD 23 Bond Funds

BID NUMBER: 2020-03PC

DESIGNER: King Architects, Inc.

CONTRACTOR	BASE BID	ALT. #1	ALT. #2
Pat Williams Construction LLC	\$ 881,000.00	\$ 916,000.00	\$ 360,000.00
Alfred Palma, Inc.	\$ 892,900.00	\$ 926,000.00	\$ 461,000.00
Gunter Construction, Inc.	\$ 912,000.00	\$ 934,000.00	\$ 384,000.00
Keiland Construction, LLC	\$ 843,000.00	\$ 1,002,000.00	\$ 415,000.00
K & J Development	\$ 900,000.00	\$ 990,000.00	\$ 450,000.00
GeoSurfaces, Inc.	\$ 748,000.00	\$ 702,000.00	\$ 255,000.00

The Committee recommends award of the contract to:

GeoSurfaces, Inc.

BASE BID AND ALTERNATE 1 & 2 IN THE AMOUNT OF: \$ 1,705,000.00

One Million Seven Hundred Five Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATES:

Alt. #1 Install synthetic turf in the outfield

Alt.#2 New LED lighting and poles

ITEM 13. A.

CHANGE ORDER

Change Order No.: 19
Date: **September 30, 2019**
Contract Date: **April 24, 2017**

Project: **Calcasieu Parish School Board
Classroom Pods – Phase X**

Project No.: **Calcasieu Parish School Board - Project No. 2017-05PC
Champeaux Evans Hotard - Project No. 1715**

To: **Miller & Associates Development Co., Inc.
P. O. Box 700
Iowa, LA 70647**

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

The Original Contract Sum	\$13,495,000.00
Net Change by Previous Change Order	<u>\$1,819,518.46</u>
Contract Sum Prior to this Change Order	\$15,314,518.46
Contract Sum will be <u>increased</u> by this Change Order	<u>\$11,934.91</u>
New Contract Sum Including this Change Order	\$15,326,453.37

Contract Time will be **increased** by: **3 days**
Revised Contract Completion Date: **November 8, 2020**

RECOMMENDED

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

**702 Dr. Michael DeBakey Dr.
Lake Charles, LA 70601
70602**

By: 

Dated: 9/30/2019

ACCEPTED

**Miller & Associates
Development Co., Inc.
(CONTRACTOR)**

**P. O. Box 700
Iowa, LA 70647**

By: 

Dated: 9-30-19

APPROVED

**Calcasieu Parish
School Board
(OWNER)**

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

By: _____

Dated: _____



702 Dr. Michael DeBakey Drive
Lake Charles, LA 70601

ph: 337-439-8871
fax: 337-439-8872

www.champeaux.biz

Date: September 30, 2019
To: Calcasieu Parish School Board
Planning & Construction Department
Attn.: Harold Heath, Construction Manager
From: Champeaux Evans Hotard, APAC
Brad Evans
Re: CEH Project # 1715
Calcasieu Parish School Board
Classroom Pods - Phase X

Change Order No. 19 - Recap

Change Order Request No. 98

LaGrange High School - Modifications resulting from existing concealed conditions discovered during excavation, for the new sidewalks, canopy footings, and drainage. Relocation of existing 2-1/2" water line and valve, relocation of existing drain lines, modifications to new storm drain lines, and removal of existing concrete footings.

Amount Requested:	ADD	\$11,934.91
Days Requested:	ADD	3 days

Total Contract Amount modification recommended for Change Order No. 19	ADD	\$11,934.91
Total Contract Time modification recommended for Change Order No. 19	ADD	3 days

CHANGE ORDER

PROJECT NAME:	<u>Phase I - Restroom Renovations for A.M. Barbe High School</u>	CHANGE ORDER NO:	<u>4</u>
PROJECT NUMBER:	<u>16045B-I</u>	CONTRACT DATE:	<u>5/15/2019</u>
CONTRACTOR:	<u>Pat Williams Construction</u>	NOTICE TO PROCEED DATE:	<u>5/30/2019</u>

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

RFC #8 - Floor drain in restroom C1.1 and gym Staff R.R. Additional concrete cutting and line scope of floor drains. - \$1,727.39 Days- 19

The Original Contract Sum	\$	379,000.00
Total Changes by Previous Change Order(s)	\$	71,610.29
Current Contract Sum	\$	450,610.29
Contract Sum will be increased by this Change Order	\$	1,727.39
New Contract Sum	\$	452,337.68

The Original Contract Completion Date and Contract Time.	Date:	<u>7/29/2019</u>	<u>60</u> DAYS
Total Time extended by Previous Change Order(s)			<u>70</u> DAYS
Contract Time will be increased by this Change Order			<u>19</u> DAYS
New Contract Completion Date & Revised Contract Time	Date:	<u>10/26/2019</u>	<u>149</u> DAYS

Added Building Area _____ (Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED

Architect's Name:

Randy M. Goodloe, AIA APAC

Address:

725 Kirby St.Lake Charles, LA 70601

By:

Date:

10-30-19

ACCEPTED

Contractor's Name:

Pat Williams Construction

Address:

1321 Hodges St.Lake Charles, LA 70601

By:

Date:

10-31-19

APPROVED

Owner:

Calcasieu Parish School Board

Address:

P.O. Box 800Lake Charles, LA 70602

By:

Date:

October 3, 2019

Randy Goodloe Architects LLC
725 Kirby Street
Lake Charles, LA 70601

Reference: RFC #8

Attention: Amy Fontenot

Pat Williams Construction L.L.C. proposes to furnish the material, labor, and equipment necessary to complete the following scope of work:

Extra work needed to be done to repair the floor drain in C1.1 including cutting, busting out, and replacing the concrete floor above the drain. Also, extra concrete material and labor needed to install above the drain in the gym staff restroom.

Pat Williams Construction- Labor and Material \$ 920.00

Porche Plumbing- Labor and Equipment \$ 546.25

Subtotal \$ 1,466.25

Overhead 5% \$ 73.31

Profit 10% \$ 153.96

Bond 2% \$ 33.87

Total Change Order Cost \$ 1,727.39

Total time needed to add to the contract **19 Days**

If you have any questions or concerns, please do not hesitate to contact me at your convenience.

Sincerely,

Jansen Daniels

Project Manager

ITEM 13. C.

CHANGE ORDER

Change Order No.: One (1)
Date: October 22, 2019
Contract Date: April 2019
Project: RESTROOM IMPROVEMENTS
SULPHUR HIGH SCHOOL
2017 ALL DISTRICTS CAPITAL PROJECTS FUND
Calcasieu Parish School Board
Project No.: EA 2019-01
To: K & J Construction of SWLA, Inc

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

The Original Contract Sum	<u>\$ 753,000.00</u>
Net Change By Previous Change Order	<u>-0-</u>
Contract Sum Prior to this Change Order	<u>\$ 753,000.00</u>
Contract Sum will be <u>increased</u> by this Change Order	<u>\$ 22,804.82</u>
New Contract Sum including this Change Order	<u>\$ 775,804.82</u>
Contract time will <u>unchanged</u> by	<u>-0-</u> days
Revised Contract Completion Date	<u>N/A</u>

RECOMMENDED

Ellender Architects &
Associates, LLC
(Designer)

1521 Cypress Street
Sulphur, LA 70663

By: E.J. Ellender

Date: Oct. 23, 2019

ACCEPTED

K & J Construction
of SWLA, LLC
(Contractor)

P. O. Box 12489
Lake Charles,
Louisiana 70612

By: Keith Yang

Date: Oct. 25, 2019

APPROVED

Calcasieu Parish
School Board
(Owner)

P.O. Box 800
Lake Charles,
Louisiana 70602

By: _____

Date: _____

ELLENDER Architects & Associates, LLC



Change Order #1 – Itemization

October 22, 2019

RESTROOM IMPROVEMENTS SULPHUR HIGH SCHOOL 2017 ALL DISTRICTS CAPITAL PROJECTS FUND Calcasieu Parish School Board

Item 1: Reroofing

Contractor to provide labor and material to replace all roofing sheet materials, coping and counterflashing metal, base flashings, plumbing vent terminals, related sheet metal items down to existing gypsum roof deck on the One-Story roof area above the Restroom and Custodial Closet located at the northeast corner of Building 3 and to provide all labor and materials required to install a new heat fused SBS modified roofing system as called for in RFC #01 dated July 18, 2019.

ADD	<u>\$ 22,804.82</u>
Total this Change Order #1 (ADD)	\$ 22,804.82

ITEM 13. D.

CHANGE ORDER

Change Order No.: 04
Date: October 28, 2019
Contract Date: March 29, 2019

Project: **Track Replacement Project
For Vinton High School and Bell City High School
For Calcasieu Parish School Board
1603 Grace Avenue, Vinton, LA 70668
7161 Hwy. 14 East, Bell City, LA 70630**

Project No.: **Calcasieu Parish School Board - Project No. 2019-12PC
Champeaux Evans Hotard - Project No. 1821**

To: **GeoSurfaces, Inc.
7080 St. Gabriel Avenue, Suite A
St. Gabriel, LA 70776**

You are hereby directed to make the following change(s) in this Contract:
Refer to the attached itemized breakdown for changes.

The Original Contract Sum	\$698,000.00
Net Change by Previous Change Order	<u>\$24,709.17</u>
Contract Sum Prior to this Change Order	\$722,709.17
Contract Sum will be increased by this Change Order	<u>\$0.00</u>
New Contract Sum Including this Change Order	\$722,709.17

Contract Time will be **increased** by: **6 days**
Revised Contract Completion Date: **Saturday, November 2, 2019**

RECOMMENDED

**Champeaux Evans
Hotard, APAC
(ARCHITECT)
702 Dr. Michael DeBakey Dr.
Lake Charles, LA 70601**

By: 
Dated: 10/28/2019

ACCEPTED

**GeoSurfaces, Inc.
(CONTRACTOR)
7080 St. Gabriel Ave., Suite A
St. Gabriel, LA 70776**

By: _____
Dated: _____

APPROVED

**Calcasieu Parish
School Board
(OWNER)
P. O. Box 800
Lake Charles, LA 70602**

By: _____
Dated: _____



702 Dr. Michael DeBakey Drive
Lake Charles, LA 70601

ph: (504) 438-8800
fax: (504) 438-0624

www.champeaux.biz

Date: **October 28, 2019**

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

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

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

Re: **Track Replacement Project For:
Vinton High School and Bell City High School
For The Calcasieu Parish School Board
CPSB project # 2019-12PC
CEH Project #1821**

Change Order No. 4 – Recap

Weather-Related Delays

Weather-related delays documented for the following months, less days allowed for by the Contract Documents, and delay due to Football Games being rescheduled, due to anticipated severe weather. (Refer to supporting documentation, attached hereto.)

<u>Month</u>	<u>Documented Weather Related & Other Delays</u>	<u>Weather-Related Days Allowed</u>	<u>Additional Days Granted</u>
October, 2019	9 days	(3 days)	6 days
		Amount Requested:	ADD \$0.00
		Days Requested:	ADD 6 days
Total Contract Amount modification recommended for Change Order No.4			ADD \$0.00
Total Contract Time modification recommended for Change Order No.4			ADD 6 days

ITEM 13. E.

RECOMMENDATION OF ACCEPTANCE

TO: Calcasieu Parish School Board

DATE: September 24, 2019

PROJECT NO: EA 2019-02

PROJECT NAME: Restroom Improvements
E. K. Key Elementary School
2017 All Districts Capital Projects Fund
1201 E. Burton Street, Sulphur, Louisiana 70663
Calcasieu Parish School Board

DESIGNER: Ellender Architects & Associates, LLC

CONTRACTOR: K & J Development of SWLA, LLC

OWNER: Calcasieu Parish School Board

I certify that, to the best of my knowledge and belief, this project is complete or substantially complete in accordance with the Plans and specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: August 12, 2019

CONTRACT DATE OF COMPLETION: October 1, 2019

NUMBER OF DAYS Underrun as of Acceptance Date: Fifty (50) Calendar Days

VALUE OF PUNCH LIST (Attach Itemized List) \$ 14,770.00

Was part of project occupied prior to Acceptance: N/A

PORION OCCUPIED: Attach Beneficial Occupancy Forms

Signed:


ARCHITECT

For Use of Owner

I concur in the Acceptance of this project:

Signed:

OWNER

ELLENDER Architects & Associates, LLC

Punch List

September 19, 2019



E. J. Ellender, AIA, NCARB

Chas L. Moore, AIA

Scott Manino, EI

Mary M. Ellender, IDI

RESTROOM IMPROVEMENTS

E. K. KEY ELEMENTARY SCHOOL

2017 ALL DISTRICTS CAPITAL PROJECTS FUND

Architectural - General Comments

- Finish installation of toilet partitions:
 - a. Where plywood is temporarily installed, replace with material as specified. (\$1,000)
 - b. Clean all surfaces. (\$200)

Architectural Comments by Room

Teacher's Restroom near East Corridor

- Install mirror. (\$200)

Women's Staff Restroom - South Corridor

- Reverse door and frame into newly created space adjacent to Women's RR. (\$250)
- Replace broken tile in Housekeeping Closet. (\$50)

Boy's Restroom - 1st & 2nd Floor - 2 Story Classroom Bldg

- Replace plywood urinal screen with material specified. (\$200)

Girl's Restroom (South Corridor)

- HC Toilet Stall - Relocate toilet to other side of stall (per plan and ADA requirements) - not in front of door. (\$1,000)
- Old toilet left ring on floor outside base of new toilet - Clean. (\$50)

Boy's Restroom (South Corridor)

- HC Toilet Stall - Relocate toilet to other side of stall (per plan and ADA requirements) - not in front of door. (\$1,000)
- Old toilet left ring on floor outside base of new toilet - Clean. (\$50)

Girl's Restroom (East Corridor - Main Restroom)

- Patch holes in north wall. (\$100)

Teacher's Restroom (West Corridor)

- Edge of HC stall door - Repair finish. (\$50)

Kindergarten Restrooms

- Paint peeling on door frame - Kindergarten Rm 3. (\$100)
- Grout smeared on floor next to toilet - Kindergarten Rm 1. (\$50)

RECOMMENDATION OF ACCEPTANCE

ITEM 13. F.

Dated: **October 30, 2019**

Project No.: **Calcasieu Parish School Board - Project No. 2019-12PC
Champeaux Evans Hotard - Project No. 1821**

Project Name: **Track Replacement Project
For Vinton High School and Bell City High School
For Calcasieu Parish School Board
1603 Grace Avenue, Vinton, LA 70668
7161 Hwy. 14 East, Bell City, LA 70630**

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

Contractor: **GeoSurfaces, Inc.
7080 St. Gabriel Avenue, Suite A
St. Gabriel, LA 70776**

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

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

Date of Acceptance by Architect: **October 30, 2019**

Contract Date of Completion (after Change Order No.4): **November 2, 2019**

Number of Days ~~Over Run~~ / Under Run: **Three (3) Days**

Liquidated Damages Per Day Stipulated in Contract: **\$500.00 / day**

Value of Punch Lists (Itemized Lists Attached):	Bell City High School Track	\$6,000.00
	Vinton High School Track	<u>\$18,800.00</u>
	Total	\$24,800.00

Was Part of the Project Occupied Prior To Acceptance: **Yes**

Portion(s) Occupied Prior To Acceptance (Attach Beneficial Occupancy Forms): **BCHS Track**

Accepted: 
Champeaux Evans Hotard, APAC

For Use By Owner:

I concur in the Acceptance of this project: _____
Calcasieu Parish School Board

ITEM 13. G.

Track Replacement Project for Vinton High School and Bell City High School for Calcasieu Parish School Board

Vinton High School Beneficial Occupancy Punch List Wednesday, October 30, 2019

In Attendance: 10/30/2019

Brad Evans, CEH

Harold Heath, CPSB

Larry Corbello, CPSB

Eric Heinen, Principal, Vinton High School

Ben Moran, GeoSurfaces, Inc.

GENERAL ITEMS

- \$1,000 • Provide Written Warranty, as specified.

SITE, GENERAL

- \$500 • Remove all bulk and loose materials, pallets, dunnage, poly sheeting, debris, and other items at various locations around the site. West of Pressbox, Runway areas, South end of track, and around track.
- \$150 • Remove dumpster from site.
- \$500 • Remove excess rubber coating (red) and rubber granules (black) at all locations / entire perimeter of track, and at perimeter of Runways, Pole Jault, and High Jump areas. Remove excess rubber coating (red) and rubber granules (black) from sand pits at High Jump areas.
- \$150 • Adjust West Gate hinge to allow gate to swing 90* to outside of track.
- \$500 • Replace East Gate with double gate, full width of sidewalk, as specified. Size gate leafs, and adjust gate hinges to allow gates to swing 180* toward track, and fold tightly against adjacent fencing, as previously discussed.
- \$500 • Complete installation of Take-off boards at runways.

TRACK

- \$9,500 • Install striping on track and runways.

FOOTBALL FIELD & SUBSURFACE DRAINAGE

- \$1,000 •
Regrade/roll/mow high spots at perimeter swales at the East and West sides of field, North side of North end zone goal, and South side of South end zone goal, where sod was installed on top of finished grade, and is impeding drainage. Install to finished grades, as indicated on drawings.
- \$500 •
Verify and grout bottoms of catch basins to match flow line of piping, as indicated on drawings.

- | | |
|-------|--|
| \$250 | • Adjust or replace (1) irrigation head at North endzone line, in line with West edge of High Jump area. Wash out/scouring occurring at head location. |
| \$750 | • Install 8" perforated drain piping with filter sock and missing Yard Drain YD-1 at the North end of the field, between the high jump area and track, as indicated on drawings. |
| \$500 | • Install swales sloping from high point between Yard Drains to drains at the location above. |

AREA SOUTH OF TRACK

- | | |
|---------|--|
| \$500 | • Remove forms, backfill, and grade around headwalls. Replace backfill with a sandy-clay or clayey-sand, in lieu of currently installed sand, which is washing away, and silting in ditches. Install solid sod, if necessary to stabilize embankments. |
| \$2,500 | • Install Hydroseed as specified, or till-in Rye/Bermuda mixture at backfilled area South of field. |

\$18,800	TOTAL OF ALL PUNCH LIST ITEMS
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**Track Replacement Project
for Vinton High School and Bell City High School
for Calcasieu Parish School Board**

**Bell City High School
Substantial Completion Punch List
Saturday, October 26, 2019**

In Attendance: 8/22/2019

Brad Evans, CEH

Jason Leonards, Assistant Principal, Cell City High School

Ben Moran, GeoSurfaces, Inc.

In Attendance: 10/26/2019

Brad Evans, CEH

GENERAL ITEMS

- \$500 • Schedule Maintenance & Care In-Service with Owner's representatives.

SITE GENERAL

- \$250 • Remove bulk liquid tote & pallet w/ (2) 55 gallon drums of coating material.
\$1,000 • Remove excess rubber coating (red) and rubber granules (black) at all locations / entire perimeter of track. Refer to photos attached.

HIGH JUMP AREA

- \$1,000 • Water noted seeping from below rubber surfacing at numerous points along North edge of high jump area. Refer to photos taken by BE/CEH this date. GeoSurfaces to investigate, and remedy if necessary. Provide response accordingly.
Note: This item is specifically noted herein for warranty purposes.

WEST SIDE OF TRACK

- \$250 • Northwest Runway Area - Install Take-Off Boards at trays, 3 locations. Shim or fill bottom of existing trays as required. Take-off Boards are currently stored on site.
\$250 • Northwest Sand Pit - Remove rubber overspray at sand pit perimeter curb, or coat curb to match, as discussed previously.
\$250 • Southwest Runway Area - Install Take-Off Boards at trays, 3 locations. Shim or fill bottom of existing trays as required. Take-off Boards are currently stored on site.
\$250 • Southwest Runway Area - Remove rubber overspray at sand pit perimeter curb, or coat curb to match, as discussed previously.
\$1,000 • West Runway Area - Standing water noted on rubber surfacing at triple jump area. Refer to photos taken by BE/CEH this date. GeoSurfaces to investigate, and remedy if necessary. Provide response accordingly.
Note: This item is specifically noted herein for warranty purposes.

EAST SIDE OF TRACK

- | | |
|-------|--|
| \$250 | • Southeast Runway Area - Install Take-Off Boards at trays, 3 locations. Shim or fill bottom of existing trays as required. Take-off Boards are currently stored on site. |
| \$250 | • Southeast Sand Pit - Remove rubber overspray at sand pit perimeter curb, or coat curb to match, as discussed previously. |
| \$250 | • Southeast sand pit - Wash out / sink holes noted at the Southeast corner of the Southeast sand pit and at the new yard drain at the Southeast corner of the Southeast sand pit. Investigate cause, and remedy the issue. |
| \$250 | • Northeast Runway Area - Install Take-Off Boards at trays, 3 locations. Shim or fill bottom of existing trays as required. Take-off Boards are currently stored on site. |
| \$250 | • Northeast Sand Pit - Remove rubber overspray at sand pit perimeter curb, or coat curb to match, as discussed previously. |

\$6,000**TOTAL OF ALL PUNCH LIST ITEMS**

ITEM 13. H.

CHANGE ORDER

Change Order No.: 002

Date: 10/21/19

Project: Ralph Wilson Elementary Phase 3

INstal a new fence and gate around covered pavillion, apply moisture barrier under al new floors, furnish and isntall two fans with light kits in the covered pavillion.

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 \$21,122.00

Contract Sum Prior to this Change Order \$866,122.00

Contract Sum will be increased by \$117,848.00
this Change Order

New Contract Sum including this Change Order \$983,970.00

Contract Time will be increased by 45 Days

Revised Contract Completion Date 3/30/2020

RECOMMENDED

Griggs Mitchell & Assoc., LLC
(Designer)

ACCEPTED

Pat Williams Construction, LLC
(Contractor)



APPROVED

Calcasieu Parish
School Board
(Owner)

P.O. Box 800
Lake Charles, LA 70602

By: 

Date: 10-24-19

By: GARY McELWEE

Date: 10/21/9

By: _____

Date: _____

October 21, 2019

Mr. Trenton Mays
GMA and Associates

Re: Ralph Wilson Elem. Phase3

The attached is the description and breakdown for change order request #2.

Install a new fence and gates around covered pavilion.

Apply moisture barrier under new VCT floors.

Furnish and install two new fans with light kits in covered pavilion.

Cost breakdown: PWC, supervision.....\$5,676.00
15% OH&P 851.00

Lake Area Electric:.....\$25,850.00
PWC OH&P 10% 2,585.00

TGLP.....\$64,350.00
10 % PWC OH&P 6,435.00

Hercules Fence.....\$8,900.00
10 % PWC OH&P 890.00

Bond cost:.....2% \$2,311.00

Total cost of change order request:.....\$117,848.00

If you have any question please feel free to call. Look forward to hearing from you.


Sincerely,

Gary McElwee
Project Manager

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Michelle Leubner	Teacher	Gillis Elementary	10/04/19	Accepted employment in another district
Ashley Evans	Paraprofessional	Brentwood Elementary	10/03/19	Personal reasons
Sadie Prejean	Paraprofessional	J.I. Watson Head Start	10/18/19	Personal reasons
Hali Miller	Paraprofessional	Maplewood Elementary	10/09/19	Accepted other employment
Kristina Hicks	Bus Driver	Fairview Elementary	10/15/19	Personal reasons
Tabatha Edwards	Teacher	F.K. White Middle	10/25/19	Personal reasons
Barbara Caesar	Paraprofessional	Oak Park Middle	10/29/19	Accepted another position in the district
Brittany Finnern	Teacher	Iowa High	11/01/19	Personal reasons
Kathy Leblanc	Custodian	Brentwood Elementary	10/18/19	Personal reasons
Laurie O'Quinn	School Nurse	Nursing Department	10/11/19	Personal reasons
Lisa VaSalle	Bus Driver	Moss Bluff Elementary	10/22/19	Personal reasons
Mindy Benoit	Cafeteria Technician	Bell City High	10/17/19	Personal reasons
Taylor Thibodeaux	Paraprofessional	Nelson Elementary	10/24/19	Personal reasons
Anita DeJean	Paraprofessional	Henry Heights Elementary	10/25/19	Accepted other employment
Lori Young	School Clerk	St. John Elementary	10/23/19	Personal reasons
Alicia Gares	Speech Pathologist	Special Services Department	12/02/19	Relocating
RETIRE REHIRE TERMING				
Bernard Breland	Speech Therapist	Pupil Appraisal	11/22/19	
RETIREMENT				
Veronica Lafanette	Bus Driver	LaGrange High	10/14/19	

Janie Williams	Teacher	LaGrange High	05/29/19	
Joseph Carrier, Jr.	Custodian	Pearl Watson Elementary	12/31/19	
Norma Guidry	Clerk	C&I Elementary Department	10/31/19	
Denice Breaux	Teacher	Moss Bluff Middle	12/30/19	
Tamla Miller	Teacher	LeBleu Settlement	12/20/19	
Diane Young	Coordinator	Library Services	12/31/19	
MATERNITY LEAVE				Due Date:
Rachel Key	Teacher	Ralph Wilson Elementary	10/21/19 - 1/6/20	10/21/19 [A]
Mary Comeaux	Teacher	J.I. Watson Head Start	12/9/19 - 1/20/20	12/11/19 [B]
Cassidi St.Romain	Teacher	College Oaks Elementary	12/2/19 - 1/21/20	11/28/19 [B]
Amber LeBlanc	Teacher	W.T. Henning Elementary	12/13/19 - 2/10/20	12/15/19 [B]
Julie Domingue	Counselor	Sulphur High	12/4/19 - 1/29/20	12/5/19 [A]
Amy Tatum	Speech Therapist	Speech Therapy Department	10/21/19 - 1/7/20	10/21/19 [B]
Mary Metoyer	Field Auditor	Sales Tax Department	11/18/19 - 1/13/20	11/18/19 [B]
LEAVE WITHOUT PAY				
Stephanie Judice	Speech Pathologist	Speech Therapy Department	11/7/19 - 2/7/20	
MEDICAL SABBATICAL				
Robert Guthrie	Teacher	Maplewood Middle	Fall 2019-2020	Beginning 9/18/19
Chancey Mouhot	Teacher	Special Services Department	Fall 2019-2020	Beginning 9/9/19
Jason Holder	Teacher	Special Services Department	Spring 2019-2020	
PROFESSIONAL DEVELOPMENT				
Joseph David	Principal	J.I. Watson Elementary	Spring 2019-2020	

October 31, 2019

Sharon James	Counselor	Pearl Watson Elementary	Spring 2019-2020	
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APPROVED 10/31/19

Robert Samantini