

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

AGENDA
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET
LAKE CHARLES, LOUISIANA
Tuesday, July 9, 2019

2019-2020 BUDGET HEARING 4:30 p.m.

Notice Posted: July 3, 2019 4:00 p.m.

NOTICE OF PUBLIC MEETING

A public meeting will be held as follows:

DATE: July 9, 2019

TIME: 5:00 p.m.

PLACE OF MEETING: 3310 Broad Street
Lake Charles, LA 70615

Adoption of 2019 Millages

1. **Prayer/Pledge of Allegiance** – Bliss Bujard
2. **Roll Call**
3. **Approval of Minutes**
A. June 11, 2019
4. **Presentations**
(None)
5. **Superintendent's Report**
6. **Executive Session**
(None)
7. **Committee Report**
(None)

8. Innovation Projects

- A. Sam Houston High School/Cell Phones

9. Take Appropriate Action

- A. Adoption of 2019 Millages
- B. Adoption of 2019-2020 Budgets
- C. Approval of 2019-2020 Salary Schedules
- D. Approval of Preliminary Refunding of Outstanding Bonds/District 33
- E. Approval of Sale and Delivery of General Obligation Bonds/District 23
- F. Approval of Resolution Calling Special Election/ Sales Tax District 3, November 16, 2019
- G. Approval of Cooperative Endeavor Agreement with District Attorney/Positive Change Initiative for Girls
- H. Adoption of Louisiana Compliance Questionnaire
- I. Approval of Student/Athletic Accident Catastrophic/Extended Day Insurance Renewal
- J. Consideration of ITEP Application #20190130

10. Bid Reports

- A. A/C System Upgrade/W.W. Lewis Middle School/\$50 Million Allocation

11. Permission to Advertise

- A. Small Wares and Equipment/School Food Services

12. Correspondence

- A. Change Order Number 1 (One) for the Project, “Re-roofing buildings J&H, Barbe High School,” Project #16045A; \$50 Million Allocation; Randy Goodloe, AIA, APAC, Architect; Daughdrill Roofing Company, Contractor; *Increase of \$12,378.00.*
- B. Change Order Number One (1) for the project, “Track Replacement Project, Vinton High School and Bell City High School,” Project 2019-12PC; Champeaux, Evans, Hotard, APAC, Architect; GeoSurfaces, Inc., Contractor; *Increase of \$20,292.02 and Increase of Twenty One (21) days.*
- C. Beneficial Occupancy/Classroom Pods Phase 10/Bell City High School
- D. Beneficial Occupancy/Classroom Pods Phase 10/Positive Connections
- E. Change Order Number 17 for Pod Project 10, “LaGrange Sidewalks, Canopies, & Drainage”-Information to be provided prior to board meeting.

13. Condolences/Recognitions

14. Schedule Committees

September 24, 2019.....Budget Committee, 5:00 p.m.

15. Adjourn Meeting

June 11, 2019

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, June 11, at 5:00 p.m.

The meeting was called to order by Damon Hardesty, President. The prayer was led by Annette Ballard. The Pledge of Allegiance was led by Mack Dellafosse.

ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: Russell Castille, Alvin Smith, Bliss Bujard, Glenda Gay, Fred Hardy, Annette Ballard, Ron Hayes, Mack Dellafosse, Damon Hardesty, Eric Tarver, Aaron Natali, Dean Roberts, John Duhon, and Desmond Wallace.

Mr. Breaux was absent.

On a motion by Mr. Tarver and a second by Mr. Hayes, the Supplemental Agenda was added on a unanimous vote. Mr. Hardesty asked for any public comment prior to the vote; there was none.

On a motion by Mr. Dellafosse and seconded by Mr. Roberts, Items 10.C&D were moved to follow Approval of Minutes and listed as Item 4.B. On a vote, the motion passed unanimously.

10. C. Approval of Resolution for Issuance of General Obligation Bonds/District 31

On a motion to approve by Mr. Duhon and a second by Mr. Tarver, the motion carried unanimously.

10. D. Approval of Resolution Authorizing Bond Refunding/ District 30

On a motion to approve by Mr. Dellafosse and a second by Mr. Hardy, the motion carried unanimously.

These items are included in the back portion of this document, in the archived Minutes, and will be published in the Lake Charles American Press on June 16, 2019 for Item D and June 18, 2019 for Item C.

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APPROVAL OF MINUTES

On a motion to approve by Mr. Hayes and a second by Mr. Dellafosse, the Minutes of the CPSB Meeting of May 14, 2019 were approved on a unanimous vote.

PRESENTATIONS

A.2018-2019 Student Perfect Attendance recognition/Keith LeLeux, Director, CWA

Myka Sha' Charles – Sulphur High

Gabriel James Davis – Sulphur High

Madalyn Grace Langley – DeQuincy High

Clint Edward Parr IV – Westlake High

Madison Nicole Seaford – Sulphur High

Sponsors:

Hoffoss-Devall Law Firm

Phillip 66

Stockwell Siebert Law Firm

Pedestal Bank

Billy Navarre

Stelly Physical and Occupational Therapy Center

B.2019 Louisiana Council for Exceptional Children Special Education Leadership of the Year Award winner, Carol Ezernack, a CPSB Early Childhood Special Education Facilitator, was presented by Ashlie Allardyce, President, LACEC.

C. Impact Agency update/Braylon Harris

SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

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

Program Governance

Policy Council meeting was held on May 20, 2019. The following items were approved:

June 11, 2019

April 15th Policy Council Minutes

April's Director's Report

April's Attendance Report

April's Financial Report

Program Operations

Enrollment – 434

2. All Board Members have received the May, 2019, Population Report. You will receive your next report at the September board meeting, which will reflect the numbers for the end of May, as well as the end of August.

3. I would like to report our current sales tax numbers for our general fund which show May, 2019, collections at \$4,418,701 or 37% above budget for the 11th month of the 2018-2019 school year.

Collections are \$2,388,398 or 17.1% above collections for the same month last year.

Collections for the 2018-2019 year after 11 months are \$17,602,986 or 12.3% over budget and \$25,215,505 or 13.5% under the same time period last year.

4.

PUBLIC NOTICE

NOTICE is hereby given in compliance with La. R.S. 42:19.1, that School Sales Tax District No. 3 of the Parish of Calcasieu, Louisiana, (the District), will meet in open and public session on the 9th day of July, 2019, at 5:00 o'clock p.m. at the offices of the Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, Louisiana, to consider calling an election to be held in the District on November 16, 2019, to consider authorizing sales tax secured bonds for the purpose of acquiring and/or improving land and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities within and for said District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public for the purpose of operating and maintaining the Districts' school facilities.

Announce: June 11, 2019

Publish: June 11, 2019

INNOVATION PRESENTATIONS

A. School of Innovation: Washington-Marion, Co-Teaching Innovation

Principal Ronnie Harvey presented several innovative ideas and asked for Board approval of the changes for the 2019-2020 school year. On a motion to approve by Mr. Hardy and a second by Mr. Tarver, the motion carried on a unanimous vote.

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COMMITTEE REPORTS

A. Budget Committee/May 28, 2019/Dean Roberts, *Chair*

Mr. Roberts gave the following report:

The Calcasieu Parish School Board Budget and Fiscal Management Committee met at 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, May 28, at 5:00 p.m.

The meeting was called to order by Dean Roberts, Chairman. The prayer was led by Desmond Wallace. The Pledge of Allegiance was led by Ron Hayes.

The roll was called by Wilfred Bourne and the following members were present: Dean Roberts, Chair, Russell Castille, Vice Chair; Annette Ballard, John Duhon, Damon Hardesty, Fred Hardy, Ron Hayes, Alvin Smith, Eric Tarver, and Desmond Wallace. Mrs. Gay was absent; Mr. Dellafosse arrived after the roll was called.

Other Board Members present: Billy Breaux, Aaron Natali

1. 2018-2019 Budget Revisions

A. Revision #3 – General Fund

Budget Revision #3 for the 2019-2019 General Fund includes Revenues and Other Sources of Funds of \$356,284,591, an increase of \$4,815,679, and Expenditures and Other Uses of Funds of \$374,603,319, an increase of \$5,819,671 over revision #2.

General Fund budget revision #3 projects a current deficit of \$18,318,728, resulting in an unassigned fund balance of \$23,513,587 or 6.60% of projected revenues.

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

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

A. Revision #1 – Special Revenue Funds

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Projected revenues and other sources of funds for 2018-2019 Special Revenue Funds are \$59,567,578, an increase of \$641,861 from the original budget. Expenditures and other uses of funds are \$58,836,971, and increase of \$641,871, with a projected surplus of \$730,607, all in School Food Services.

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

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

2. 2019-2020 Proposed General Fund Budget

Mr. Bourne then presented the 2019-2020 Proposed General Fund Budget. Proposed revenues and other sources of funds are \$344,398,586, a decrease of \$11,886,005 from the final revision for 2018-2019. Expenditures and other uses of funds are projected at \$353,015,084, a decrease of \$21,588,235 from the final revision of 2018-2019. The proposed budget for 2019-2020 projects an operating deficit of \$8,616,498 leaving a projected unassigned fund balance of \$14,897,089 or 4.33% of projected expenditures.

On a motion to approve by Mr. Tarver and a second by Mr. Hayes, the motion carried.

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

3. POD Project 10 Update

This item was for informational purposes only and did not require action.

4. POD Project 11 Update

This item was for informational purposes only and did not require action.

5. Extended Day Program Field & Payroll Reviews

5.A. School Audits

Director of Internal Auditing, Wayne Foster, presented items 5. And 5.A.

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On motions to approve Item 5 and Item 5.A. by Mr. Tarver and a second by Mr. Breaux, the motion carried on both.

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

6. List of Grant Funded Employees

This item was for informational purposes only and did not require action.

7. Property & Casualty Insurance Renewal

Risk Manager Skylar Fontenot presented item 7. On a motion to approve by Mr. Hayes and a second by Mr. Tarver, the motion carried.

On behalf of the committee, Mr. Roberts offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

8. Announcement of Public Notice

CFO Wilfred Bourne read the following public notice and stated that it would be published on May 30th:

NOTICE is hereby given in compliance with La. R.S. 42:19.1, that the Calcasieu Parish School Board, of Calcasieu Parish, Louisiana, will meet in open and public session on the 9th day of July, 2019, at 5:00 p.m., 3310 Broad Street, in the Board Room, to adopt the annual millage rates levy for Calcasieu Parish School Board.

On a motion to adjourn by Mr. Tarver and a second by Mr. Hardesty, the meeting adjourned at 5:57 p.m.

B. C&I Committee/May 28, 2019/Annette Ballard/Chair

Mrs. Ballard gave the following report:

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The Calcasieu Parish School Board Curriculum and Instruction Committee met 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, May 28, at 6:04 p.m.

The meeting was called to order by Annette Ballard, Chairman.

The roll was called by Dr. LaFargue and the following members were present: Annette Ballard, Chair, John Duhon, Vice-Chair; Eric Tarver, Alvin Smith, Dean Roberts, Fred Hardy, Damon Hardesty. Mr. Bujard was absent.

Other Board Members present: Billy Breaux, Aaron Natali, Ron Hayes, Mack Dellafosse, Russell Castille, Desmond Wallace

1. Pupil Progression Plan

The Pupil Progression Plan will be presented to the full Board at the June 11, 2019, CPSB meeting. It is available for viewing at 3310 Broad Street.

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

On behalf of the committee, Mrs. Ballard offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote. A copy of the Pupil Progression Plan is available at 3310 Broad, in the archived Minutes, and at the end of this document.

2. Amplify Science and Great Minds Pilot Project

On a motion to add this item to the agenda by Mr. Hayes and a second by Mr. Hardy, the motion carried.

Erica Guillory, Curriculum Specialist, presented the pilot project to the Board, asking to pilot in the following schools:

Amplify Science: Brentwood Elementary, Cypress Cove Elementary, Kaufman Elementary at a cost of \$107,614.08 (includes Professional Development).

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Great Minds: Henning Elementary, DeQuincy Elementary, Watkins Elementary at a cost of \$25,289.65.

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

On behalf of the committee, Mrs. Ballard offered a motion to approve the recommendation to accept. A second was not needed and the motion carried on a unanimous vote.

On a motion to adjourn by Mr. Tarver and a second by Mr. Hayes, the meeting adjourned at 6:14 p.m.

TAKE APPROPRIATE ACTION

Mr. Hardesty read the following:

A. Approval of Cooperative Endeavor Agreement, CPSB and CPPJ/Summer Food Service Program (This item is available for viewing at 3310 Broad Street and is included in the archived Minutes and the back portion of this document).

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

B. Approval of Resolution with LCDA/Re-appointment of Mack Dellafosse to service on LCDA Board

RESOLUTION

A RESOLUTION INDICATING THE INTENTION OF THE CPSB, STATE OF LOUISIANA, TO APPROVE THE TWO (2) YEAR APPOINTMENT OF Mack Dellafosse AS A DIRECTOR TO THE BOARD OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY") AS PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local

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Government Environmental Facilities and Community Development Authority Act (the "Act");
and

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

WHEREAS, the CPSB, State of Louisiana, previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act; and

NOW THEREFORE, BE IT RESOLVED by the governing authority of the CPSB, State of Louisiana, acting in such capacity:

Section 1. Approve the appointment of Mack Dellafosse to serve as a Director of the Authority for a term of two (2) years from the date hereof.

Section 2. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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

YEAS:13 (Mr. Dellafosse did not vote)

NAYS:0

ABSENT:1

And the resolution was declared adopted on this 11th day of June, 2019.

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

C. Approval of Resolution for Issuance of General Obligation Bonds/District 31 (moved to Item 4.B.)

D. Approval of Resolution Authorizing Bond Refunding, District 30 (moved to Item 4.B.)

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E. Approval of CPSB credit card for use by Personnel Department and Public Information Officer

To: Board Members

From: Robert Barrentine, Chief Operating Officer

Subject: Credit Card Request

Government agencies such as the Louisiana Department of Education require a credit card be used to pay any costs incurred with updating certificates, etc. In an effort to secure teachers, Calcasieu Parish School Board submits payment to the Louisiana Department of Education for Out-of-Field Authorization teachers. Furthermore, on-line platforms used to advertise job positions and recruit employees require a credit card for payment of services. Staff recommends approval of a CPSB credit card to be used for the purposes of recruitment, advertising job opportunities, and paying government agencies.

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

BID REPORTS

Mr. Hardesty read the following:

A. Bid #2019-22PC – Resurfacing of Football Turf at Westlake High School/\$50 Million Allocation

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

		DATE:	4-Jun-19
DESCRIPTION:	Resurfacing of Football Turf At Westlake High School		
FUNDS:	2017-All Districts Capital Projects		
BID NUMBER:	2019-22PC		
DESIGNER:	King Architects, Inc.		
CONTRACTOR		BASE BID	
Hellas Construction Inc.		\$ 520,845.00	
T3Global		\$ 457,000.00	
Geo Surfaces		\$ 430,000.00	
Shaw Sports Turf		\$ 426,172.00	

The Committee recommends award of the contract to:

Geo Surfaces, Inc.

BASE BID IN THE AMOUNT OF: \$430,000.00

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Four Hundred Thirty Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Dellafosse and a second by Mr. Hayes, the motion carried on a unanimous vote. It was announced that there was a protest filed earlier in the day challenging the recommended bid award. The President asked if anyone in the audience would like to speak on the bid and no person came forward.

B. Bid #2019-06PC – Classroom Pods Phase 11/Riverboat Funds and \$50 Million Allocation

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

11-Jun-19

DESCRIPTION: Classroom Pods- Phase 11

FUNDS: Riverboat & 50 Million Capital Fund Project Allocation

BID NUMBER: 2019-06PC

DESIGNER: Chapeaux, Evans Hotard, APAC

CONTRACTOR	BASE BID	ALT. #1
Pat Williams Construction L.L.C.	\$ 8,353,000.00	\$ 234,000.00
Miller and Associates Dev.Co.,Inc.	\$ 8,808,000.00	\$ 206,000.00
Gunter Construction, Inc.	No Bid	
Alfred Palma, L.L.C.	\$ 8,158,000.00	\$ 215,800.00
Keiland Construction, L.L. C.	\$ 7,957,000.00	\$ 198,000.00
Central Auction House	No Bid	

The Committee recommends award of the contract to:

Keiland Construction
L.L.C

BASE BID AND ALTERNATE 1 & 2 IN THE AMOUNT OF: \$8,155,000.00

Eight Million One Hundred Fifty Five Thousand and no/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE: #1

Provide and install standing seam metal roofing, as specified and detailed

in lieu of shingle roofing at Fairview School, MJ Kaufman School, Moss Bluff Middle School

**and Moss Bluff Elementary
School**

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

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C. Bid #2019-21PC – St. John Elementary New Gymnasium/\$50 Million Allocation

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

6-Jun-19

DESCRIPTION: St. John Elementary School - New Gymnasium

FUNDS: 50 Million Funds

BID NUMBER: 2019-21PC

DESIGNER: Moss Architect Inc.

CONTRACTOR	BASE BID	ALT. #1	ALT #2
Alfred Palma LLC	\$ 2,029,000.00	\$ 108,000.00	\$ 51,200.00
Construction Services SWLA	\$ 2,037,000.00	\$ 125,550.00	\$ 36,980.00
Gunter Construction	No Bid		
Pat Williams Construction	\$ 1,834,000.00	\$ 110,000.00	\$ 40,500.00
Seth Priola Construction	\$ 2,037,000.00	\$ 140,000.00	\$ 45,000.00
Shannon Smith Construction	\$ 1,865,000.00	\$ 135,000.00	\$ 39,500.00
The McDonnel Group LLC	No Bid		

The Committee recommends award of the contract to:

Pat Williams
Construction

BASE BID AND ALTERNATE 2 IN THE AMOUNT OF: \$1,874,500.00

One Million Eight Hundred Seventy Four Thousand Five Hundred Dollars and No/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE:

#1: Provide the Retractable theater equipment \$ 110,000.00

#2: Provide prefabricated walkway cover from existing school to new Gymnasium \$ 40,500.00

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

D. Bid #2020-31 – Blended Smoothies/School Food Services

BID 2020-31 – BLENDED SMOOTHIES was opened on May 16, 2019 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

JUICE THYME
MAIN SQUEEZE
PLANET NUTRITION
PURE PRESS JUICE

June 11, 2019

SMOOTHIE KING

BID RESULTS AS FOLLOWS:

SMOOTHIE KING

\$3.05 EA

THE STAFF RECOMMENDS AWARDDING SMOOTHIE KING AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

PERMISSION TO ADVERTISE

Mr. Hardesty read the following:

A. Ralph Wilson Elementary, Phase 3 Interior Improvements, District #31 Bond Funds

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

B. Automatic Temperature Monitoring System/School Food Services

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

CORRESPONDENCE

Mr. Hardesty read the following:

A. Recommendation of Acceptance for the Project, "Prien Lake Elementary Drainage".

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

B. Change Order Number One (1) for the Project, "Combre-Fondel Elementary Improvements, Phase II," Project #MA1709A, Bid #2019-01 PC; Moss Architects, Inc., Designer; John D. Myers & Associates, Contractor; *Increase* of \$107,942.84 and *Increase* of thirty- four (34) days.

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

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C. Recommendation of Acceptance for the Project, “Ralph Wilson Roofing Replacement”.

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

D. Recommendation of Acceptance for the Project, “Pearl Watson Roofing Replacement”.

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

CONDOLENCES/RECOGNITIONS

Mr. Wallace and Mr. Hardy asked for a letter of condolence to Mrs. Gay at the loss of her grandson.

Mr. Bruchhaus mentioned that Vanessa Gentry lost her father last week.

Mr. Duhon asked for a letter of recognition to Brad Durio regarding the middle school golf program.

Mrs. Ballard asked for a letter of condolence to the family of Mrs. Gerrye Doyle.

SCHEDULE COMMITTEES

Budget Committee.....Tuesday, September 24, 2019, 5:00 p.m.

ADJOURN MEETING

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Hardy, the meeting adjourned at 6:46 p.m.

President

Secretary

Lake Charles, Louisiana
June 11, 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 June 11, 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, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fredman Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace

ABSENT: Billy Breaux

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

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

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

NAYS: None

ABSENT: Billy Breaux

NOT
VOTING: None

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 30; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 30 OF NOT EXCEEDING \$15,500,000 OF GENERAL OBLIGATION REFUNDING BONDS IN ONE OR

**MORE SERIES; MAKING APPLICATION TO THE STATE
BOND COMMISSION AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH.**

WHEREAS, the Calcasieu Parish School Board, acting as the governing authority of School District No. 30 of Calcasieu Parish, Louisiana (the "Issuer"), after examining available data, has determined that there is substantial need within the Issuer for refunding certain outstanding General Obligation Refunding Bonds by the Issuer, in accordance with the provisions of Section 531 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended; and

WHEREAS, issuance of certain general obligation refunding bonds of the Issuer will assist in alleviating such need;

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

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

SECTION 2. School District No. 30 of Calcasieu Parish, Louisiana is hereby authorized to proceed with refunding of the callable maturities of the Issuer's outstanding General Obligation Refunding Bonds, 2010 Series, dated August 16, 2010 on original issue, consisting of those bonds maturing February 15, 2021 through February 15, 2022; the Issuer's outstanding General Obligation Refunding Bonds, 2012 Series, dated March 29, 2012 on original issue, consisting of those bonds maturing February 15, 2020 through February 15, 2028; and the Issuer's outstanding General Obligation Refunding Bonds, 2012 Series A, dated November 20, 2012 on original issue, consisting of those bonds maturing February 15, 2024 through February 2029, inclusive, involving the proposed issuance by School District No. 30 of not exceeding \$15,500,000 General Obligation Refunding Bonds, Series 2019, taxable or tax-exempt, in one or more series, to mature not later than February 15, 2029, at a rate or rates not exceeding 4.5% per annum.

SECTION 3. Application is hereby formally made to the Louisiana State Bond Commission, pursuant to the provisions of Subpart A of Part II, Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 et seq.), for consent, approval and authority to issue, sell and deliver the bonds herein authorized, to be secured by and payable from the levy and collection of unlimited annual ad valorem taxes on all taxable property within the limits of the Issuer.

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

SECTION 4. The Secretary is empowered, authorized and requested to forward to the Louisiana State Bond Commission a certified copy of this resolution which shall constitute a formal application as herein provided.

SECTION 5. There being a real public necessity for the retention and employment of legal counsel to provide specialized legal services in connection with issuance of the Bonds by the Issuer, and it appearing that the public interest requires obtaining of such specialized legal services, Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana ("Bond Counsel"), is hereby employed for such purposes. The fee for the work to be performed by Bond Counsel is contingent upon the issuance, sale and delivery of the Bonds, and shall be in accordance with the maximum fee schedule of the Attorney General of the State of Louisiana for comprehensive legal and coordinate professional work of bond attorneys and bond counsel in the issuance of general obligation bonds.

SECTION 6. The employment of Stifel, Nicolaus & Company, Incorporated, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The compensation of the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 7. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Municipal Advisor in connection with the Bonds is hereby approved. The compensation of

the Municipal Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

SECTION 8. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

ADOPTED AND APPROVED on this 11th day of June, 2019.

/s/ Damon Hardesty
DAMON HARDESTY, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

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

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

/s/ Damon Hardesty
DAMON HARDESTY, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

STATE OF LOUISIANA

PARISH OF CALCASIEU

I, **KARL BRUCHHAUS**, certify that I am the duly qualified and acting Superintendent of Public Schools for the Parish of Calcasieu, Louisiana, and as such, Ex-Officio Secretary of the Calcasieu Parish School Board, governing authority of School District No. 30 of Calcasieu Parish,

I further certify that the foregoing is a true and correct copy of an excerpt from the minutes of a public meeting of the Calcasieu Parish School Board, held on June 11, 2019, and of a resolution adopted at said meeting, as said minutes and resolution appear officially of record in my possession.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of School District No. 30 of Calcasieu Parish, Louisiana, on this, the 11th day of June, 2019.

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

[S E A L]

Lake Charles, Louisiana
June 11, 2019

The Parish School Board of Calcasieu Parish, Louisiana, met in regular public session at 5:00 o'clock p.m. on Tuesday, June 11, 2019, at the regular meeting place of said Board in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, pursuant to the provisions of written notice given to each and every member thereof and duly posted in the manner required by law.

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

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

ABSENT: Billy Breaux

The President stated that one purpose of the meeting was the opening of a sealed negotiated proposal for the purchase of General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2019 (the "*Bonds*"). The President presented the proposal of Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana, to the members of the Board and the general public in attendance at the meeting. The proposal was approved and was ordered filed with the minutes of said meeting.

Upon examination the negotiated proposal of Stifel, Nicolaus & Company, Incorporated, as presented by the President for purchase of the Bonds of School District No. 31 of Calcasieu Parish, Louisiana (the "Issuer") was found to be as follows:

NAME OF PROPOSER:

Stifel, Nicolaus & Company
Incorporated, Baton Rouge, Louisiana

TRUE INTEREST COST

2.9010099 %

Upon verification, it was determined that the proposal of Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana, was the most favorable proposal and in the best interests of the Issuer for purchase of the Bonds, whereupon the following resolution was introduced and, pursuant to motion made by John Duhon and seconded by Eric Tarver, was adopted by the following vote:

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

NAYS: None

ABSENT: Billy Breaux

NOT
VOTING: None

RESOLUTION

A RESOLUTION PROVIDING FOR ISSUANCE OF \$27,915,000 GENERAL OBLIGATION PUBLIC SCHOOL IMPROVEMENT BONDS OF SCHOOL DISTRICT NO. 31 OF CALCASIEU PARISH, LOUISIANA, SERIES 2019; CONFIRMING THE SALE THEREOF; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

WHEREAS, pursuant to a resolution adopted by the Calcasieu Parish School Board, governing authority of the Issuer on August 15, 2017, and in conformity with notice duly published in compliance with law, there was held in School District No. 31 of Calcasieu Parish, Louisiana, on November 18, 2017, a special election at which there was submitted to the qualified electors of said district the following proposition:

BOND PROPOSITION

Shall School District No. 31 of Calcasieu Parish, Louisiana (the "District") incur debt and issue bonds in an amount not exceeding Forty-Six Million (\$46,000,000) Dollars, in one or more series, for a period not to exceed twenty (20) years from the date thereof, with interest at a rate not exceeding eight (8%) percent per annum, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, title to which shall be in the public, which bonds shall be general obligations of the District and will be retired with, paid from and secured by ad valorem taxes estimated to be 27.60 mills for the first year, on all taxable property within the District sufficient in rate and amount to pay said bonds in principal and interest, as provided for by Article VI, Section 33 of the 1974 Louisiana Constitution, as amended, and statutory authority supplemental thereto?

WHEREAS, pursuant to said resolution calling said special election, and the notice of said election, the Calcasieu Parish School Board as the governing authority (the "Governing Authority") of School District No. 31 of the Issuer, did on December 12, 2017, meet in open session and canvass the returns of said election and did declare said election to have resulted in favor of said proposition;

WHEREAS, on April 19, 2018, the Governing Authority issued its \$18,085,000 General Obligation Public School Improvement Bonds, Series 2018, pursuant to a resolution adopted by the Governing Authority on March 13, 2018:

WHEREAS, the Governing Authority now deems it in the public interest to authorize issuance and delivery of \$27,915,000 General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2019;

WHEREAS, the Governing Authority deems it to be in the public interest that it accept the proposal for purchase of the Bonds reflected above;

WHEREAS, on September 21, 2017, the Louisiana State Bond Commission unanimously approved the election to be held within the Issuer on November 18, 2017, and in the event the election carries to issue the Bonds so authorized, to be retired with, paid from and secured by ad valorem taxes on all taxable property within the limits of the Issuer, sufficient in rate and amount to pay said Bonds in principal and interest as they respectively mature;

WHEREAS, the Issuer under the provisions of Article VI, Section 33 of the Constitution of 1974 of the State of Louisiana, and Subpart A, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 501-517), Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, may negotiate and sell general obligation bonds at private sale;

WHEREAS, the Governing Authority deems it to be in the public interest that it accept the negotiated proposal received for purchase of the Bonds reflected above, from Stifel, Nicolaus & Company, Incorporated;

WHEREAS, pursuant to negotiations among the Issuer, through its Governing Authority, and Stifel, Nicolaus & Company, Incorporated, the Bonds shall be sold to Stifel, Nicolaus & Company, Incorporated, of Baton Rouge, Louisiana, at the price of not less than par and accrued interest to date of delivery, the proposal of said purchaser being in full as follows:

TWENTY SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND and NO/100 DOLLARS General Obligation Public School Improvement Bonds of School District No. 31 of Calcasieu Parish, Louisiana, Series 2019, in the initial denominations of one Bond for each maturity, with transfers in multiples of \$5,000.00, bearing interest payable semi-annually on March 1 and September 1 of each year, beginning March 1, 2020, maturing serially, WITH OPTION OF PRIOR PAYMENT, all the terms and conditions of which by reference are made a part hereof, and bearing interest at rates as follows, viz:

MATURITY	PRINCIPAL	INTEREST	MATURITY	PRINCIPAL	INTEREST
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DATE (March 1)	AMOUNT	RATE PER ANNUM	DATE (March 1)	AMOUNT	RATE PER ANNUM
2020	745,000.00	3.000%	2032	1,535,000.00	4.000%
2021	920,000.00	3.000%	2033	1,600,000.00	4.000%
2022	955,000.00	5.000%	2034	1,665,000.00	4.000%
2023	1,005,000.00	5.000%	2035	1,730,000.00	4.000%
2024	1,055,000.00	5.000%	2036	1,805,000.00	4.000%
2025	1,110,000.00	5.000%	2037	1,875,000.00	4.000%
2026	1,165,000.00	5.000%	2038	1,955,000.00	4.000%
2027	1,225,000.00	5.000%	2039	2,030,000.00	4.000%
2028	1,290,000.00	5.000%			
2029	1,355,000.00	5.000%			
2030	1,420,000.00	4.000%			
2031	1,475,000.00	4.000%			

The true interest cost to the Issuer to be 2.9010099%, said rate to be determined in accordance with the “True” or “Canadian” interest cost method of calculation by doubling the semiannual interest rate (compounded semiannually) necessary to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid, excluding the accrued interest from the date of the Bonds to the date of their delivery.

Bonds provided for herein will be delivered and shall be paid for on or about July 17, 2019 at such place in Louisiana, and on such business day and at such hour, as the Issuer shall fix on five business days’ notice to the successful bidder, or at such other place and time as may be agreed upon with the successful bidder, it being understood that the Issuer will furnish to us, free of charge, at the time of delivery of the Bonds, the qualified approving legal opinion of Joseph A. Delafield, A Professional Corporation, of Lake Charles, Louisiana, and a certified transcript of this proceeding.

The Bonds **will not be** designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

NOW THEREFORE, BE IT RESOLVED by the Calcasieu Parish School Board, governing authority of School District No. 31 of Calcasieu Parish, Louisiana, as follows:

SECTION 1. Definitions. As used herein the following terms shall have the following meanings, unless the context otherwise requires:

“Agreement” means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Resolution.

“Bond” or “Bonds” means any Series 2019 Bonds of the Issuer authorized to be issued by this Resolution, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any bond previously issued.

“Bond Insurer” means Build America Mutual Assurance Company or BAM.

“Bond Register” means the record kept by the Paying Agent at its principal corporate office in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

“Bond Resolution” or “Resolution” means this resolution adopted by the Governing Authority of the Issuer on June 11, 2019, providing for issuance of the Bonds.

“Business Day” means a day of the year other than a day on which banks in the city in which the Paying Agent is located are required or authorized to remain closed or the New York Stock Exchange is closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debt Service Fund” shall have the meaning ascribed to such term in Section 10 hereof.

“Defeasance Obligations” shall mean (a) cash, or (b) non-callable Government Securities.

“Executive Officers” means, collectively, the President and Secretary of the Governing Authority.

“Federal” means the United States of America, and its various departments and agencies.

“Governing Authority” means the Calcasieu Parish School Board.

“Government Securities” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity, and may be United States Treasury obligations such as the State and Local Government Series and may be in book-entry form.

“Insured Obligations” shall mean the Bonds.

“Interest Payment Dates” means March 1 and September 1 of each year beginning March 1, 2020.

“Issuer” means School District No. 31 of Calcasieu Parish, Louisiana.

“Outstanding” when used with respect to the Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution, except:

1. Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation.
2. Bonds for which payment or redemption sufficient funds have been theretofore deposited in trust for the Owners of such Bonds, provided that, if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Resolution or waived.

3. Bonds in exchange for or in lieu of which other bonds have been registered and delivered pursuant to this Resolution.

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

5. Bonds for the payment of principal (or redemption price, if any) of and interest on which money or Government Securities or both are held in trust with the effect specified in this Resolution.

“Owner” or “Owners” or “Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered in the Bond Register, as herein provided.

“Paying Agent” means Hancock Whitney Bank, in Baton Rouge, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution, and thereafter “Paying Agent” shall mean such successor Paying Agent.

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

“Purchaser” means the original purchaser or purchasers of the Bonds.

“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.

“Record Date” for interest payable on any Interest Payment Date means the 15th day of the month preceding a month in which interest is payable on the Series 2019 Bonds, whether or not such day is a Business Day.

“Security Documents” shall mean the resolution, trust agreement, ordinance, loan agreement, bond, note and/or any additional or supplemental document executed in connection with the Bonds.

“Series 2019 Bonds” means the General Obligation Public School Improvement Bonds, Series 2019 of the Issuer, authorized by this Resolution, in the total aggregate principal amount of TWENTY SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND and No/100 Dollars (\$27,915,000).

“Tax Certificate” means the Issuer’s No-Arbitrage Certificate dated July 17, 2019.

SECTION 2. Authorization of Bonds; Maturities. In compliance with and under the authority of the provisions of Article VI, Section 33 and of the Constitution of the State of Louisiana of 1974, as amended, Subpart A, Part II, Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 501-517) and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:521), and constitutional and statutory authority supplemental thereto, and pursuant to proceedings regularly and legally taken by the Issuer, and a special election held within the Issuer on November 18, 2017, there was authorized the incurring of an indebtedness of Forty-Six Million and No/100 Dollars (\$46,000,000) for, and on behalf of and in the name of the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, which are works of public improvement, title to which school improvements shall be in the public, and to pay the costs of issuance of the Bonds including the premium for a bond insurance policy, and to represent said indebtedness this Governing Authority does hereby authorize issuance of a series of TWENTY SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND and No/100 Dollars (\$27,915,000) of General Obligation Public School Improvement Bonds, Series 2019, of the Issuer. The Bonds shall be in fully registered form, shall be dated July 17, 2019, shall be issued in the denomination of Five Thousand Dollars (\$5,000) each, or any integral multiple thereof within a single maturity, and shall be numbered consecutively from R-1 through R-20 and shall mature in the years and in the

principal amounts set out in the following schedule. The unpaid principal of the Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing March 1, 2020, at rates of interest listed below (using a year of 360 days comprised of twelve 30-day months), and maturing in the principal amounts as set out in the following schedule:

MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM	MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM
2020	745,000.00	3.000%	2032	1,535,000.00	4.000%
2021	920,000.00	3.000%	2033	1,600,000.00	4.000%
2022	955,000.00	5.000%	2034	1,665,000.00	4.000%
2023	1,005,000.00	5.000%	2035	1,730,000.00	4.000%
2024	1,055,000.00	5.000%	2036	1,805,000.00	4.000%
2025	1,110,000.00	5.000%	2037	1,875,000.00	4.000%
2026	1,165,000.00	5.000%	2038	1,955,000.00	4.000%
2027	1,225,000.00	5.000%	2039	2,030,000.00	4.000%
2028	1,290,000.00	5.000%			
2029	1,355,000.00	5.000%			
2030	1,420,000.00	4.000%			
2031	1,475,000.00	4.000%			

The principal of the Bonds, upon maturity or redemption, shall be payable at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof, and interest on the Bonds shall be payable by check mailed by the Paying Agent to the Registered Owner at the address shown on the Bond Register. 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 (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) shall be entitled to receive the interest payable with respect to such Interest Payment Date notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date. Each Bond delivered under this Resolution upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond will bear interest (as herein set forth) so that neither gain nor loss interest shall result from such transfer, exchange or substitution.

No Bond will be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of registration, substantially in the form provided in this Resolution, executed by the Paying Agent by manual signature.

SECTION 3. Redemption Provisions. (A) *Optional Redemption.* The Bonds maturing March 1, 2030 and thereafter will be callable for redemption at the option of the Issuer in whole or in part at any time on or after March 1, 2029, and if less than a full maturity, then by lot within such maturity, at the redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(B) *Partial Redemption.* In the event a Bond to be redeemed is of a denomination larger than Five Thousand Dollars (\$5,000), a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book entry system is discontinued, will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate office of the Paying Agent; and there shall be delivered to the Owner of such Bond a new Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

(C) *Notice of Redemption.* Official notice of redemption shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register.

SECTION 4. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for registration and for transfer of the Bonds (the “Bond Register”), as

provided in this Resolution to be kept at the principal office of the Paying Agent, and the Paying Agent is hereby constituted and appointed the Registrar for the Bonds. The Bonds may be transferred, registered and assigned, at the expense of the Issuer, only upon the Bond Register upon surrender thereof at the principal office of the Paying Agent and by execution of the assignment form on the Bonds or by other instrument of transfer and assignment in such form as shall be satisfactory to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for such transferred and assigned Bonds within three (3) business days after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds must be in the principal amount denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent will be required to issue, register the transfer of or exchange any Bond during a period beginning (i) at the opening of business on the Record Date, or (ii) with respect to any Bond called for redemption prior to maturity during a period beginning at the opening of business fifteen (15) days before the date of mailing of a notice of redemption of such Bond and ending on the date of such redemption. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond and the Paying Agent shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, that the principal amount of outstanding Bonds of each maturity authenticated by the Paying Agent shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements, subject to the provisions of Section 18 hereof. The Issuer is authorized to prepare, and the Paying Agent shall keep custody of, multiple Bond blanks executed by the Issuer for use in the transfer and exchange of Bonds.

SECTION 5. Registered Owner. As to any Bond, the Person in whose name the same shall be registered as shown on the Bond Register required by Section 4, shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

SECTION 6. Form of Bonds. The Bonds and the endorsements to appear thereon will be in substantially the following form, to-wit:

(FACE OF BOND)

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

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

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CALCASIEU

REGISTERED

REGISTERED

NO. R-_____

\$_____

**GENERAL OBLIGATION PUBLIC SCHOOL IMPROVEMENT BOND OF
SCHOOL DISTRICT NO. 31 OF
CALCASIEU PARISH, LOUISIANA
SERIES 2019**

DATED DATE

INTEREST RATE:

MATURITY DATE:

CUSIP:

July 17, 2019

March 1, 20____

School District No. 31 of Calcasieu Parish, Louisiana (herein called the "Issuer"), for value received, hereby acknowledges itself indebted and promises to pay to

REGISTERED OWNER:

PRINCIPAL AMOUNT

**PAYING AGENT/REGISTRAR'S
CERTIFICATE OF REGISTRATION**

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

Hancock Whitney Bank
in the City of Baton Rouge, Louisiana,
as Paying Agent/Registrar

By: _____
Date of Authentication:

(Lower Right)

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

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

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

IN WITNESS WHEREOF, the Calcasieu Parish School Board, acting as the governing authority of School District No. 31 of Calcasieu Parish, Louisiana, has caused this Bond to be executed in its name by the facsimile signatures of its President and Secretary and the impress or imprint hereon of the seal of said School Board, and this Bond to be dated July 17, 2019.

CALCASIEU PARISH SCHOOL BOARD

/s/ [facsimile]
SECRETARY

/s/ [facsimile]
PRESIDENT

(REVERSE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of an issue, the Bonds of which are all of like date, tenor and effect, except as to the number, maturity and rate of interest, aggregating in principal the sum of TWENTY SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$27,915,000) DOLLARS; said Bonds to mature annually, authorized at an election held within the Issuer on November 18, 2017, and issued pursuant to a resolution adopted on June 11, 2019, by the Issuer (the "Bond Resolution"), under and by virtue of Article VI, Section 33 of the Constitution of 1974 of the State of Louisiana, 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. 39:501-517) and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 521), and all other laws on the same subject matter, and pursuant to proceedings regularly and legally taken by the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, which are works of public improvement, and acquiring the necessary equipment and furnishings therefor, and other school related facilities within and for the District, and the costs of issuance thereof, including the premium for a bond insurance policy.

This Bond and the issue of which it forms a part are payable out of the receipt of unlimited ad valorem taxes levied on all properties subject to taxation within School District No. 31 of Calcasieu Parish, Louisiana.

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

(A) *Optional Redemption.* The Bonds maturing March 1, 2030, and thereafter will be callable for redemption at the option of the Issuer in whole or in part at any time on or after March 1, 2029, and if less than a full maturity, then by lot within such maturity, at the redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(B) *Partial Redemption.* In the event a Bond to be redeemed is of a denomination larger than Five Thousand Dollars (\$5,000), a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. If less than all of the Bonds of a particular maturity are called for redemption, the Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant to its rules or procedures or, if the book entry system is discontinued, will be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine. Any Bond which is to be redeemed only in part shall be surrendered at the principal corporate office of the Paying Agent; and there shall be delivered to the Owner of such Bond a new Bond or Bonds of the same maturity and of any authorized denomination or denominations as requested by such Owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

(C) *Notice of Redemption.* Notice of redemption, other than mandatory sinking fund redemption, shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register.

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

STATEMENT OF BOND INSURANCE

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

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned,
hereby sells, assigns and transfers unto
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

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

Dated: _____

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

(FORM OF LEGAL OPINION CERTIFICATE -
TO BE PRINTED ON ALL BONDS)

I, the undersigned Secretary of the Calcasieu Parish School Board, governing authority of School District No. 31 of Calcasieu Parish, Louisiana, do hereby certify that the above and foregoing is a true copy of the complete legal opinion of Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the Bonds of the issue described therein and was delivered to the Original Purchasers thereof. I further certify that an executed copy of the above-referenced legal opinion is on file in my office and that an executed copy thereof has been furnished to the Paying Agent/Registrar for this Bond.

Secretary

SECTION 7. Execution of Bonds. The Bonds shall be signed by the Executive Officers of the Issuer for, on behalf of, in the name of and under the corporate seal of the Issuer, and the Legal Opinion Certificate shall be signed by the Secretary of the Governing Authority, which signatures and corporate seal may be either manual or facsimile and the delivery of any Bond so executed at any time thereafter shall be valid although, before the date of delivery, the persons signing the Bonds cease to hold office.

SECTION 8. Reserved.

SECTION 9. Pledge of Full Faith and Credit; Tax Levy. The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer is hereby pledged to the punctual payment of the Bonds in accordance with the authority of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Subpart A, Part II, Chapter 4, Subtitle II and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as

amended, and constitutional and statutory authority supplemental thereto. The Issuer obligates itself and is bound under the terms and provisions of law and the election authorizing the Bonds to impose and collect annually in excess of all other taxes an ad valorem tax on all property subject to taxation within the territorial limits of the Issuer sufficient to pay principal of and interest on the Bonds falling due in each year, said tax to be levied and collected by the same officers, in the same manner and at the same time as other taxes are levied and collected within the territorial limits of the Issuer. The proceeds of such tax shall be devoted and applied to the payment of said interest and principal as such shall become due, and without further action on the part of the Governing Authority, the proper officer or officers are hereby authorized and directed, for the year 2019 and each year thereafter, to include in the annual levy of taxes upon, and to extend upon the assessment rolls against, all taxable property situated within the territorial limits of the Issuer, a sum sufficient to pay the principal of, premium, if any, and interest on the Bonds becoming due the ensuing year. The Issuer shall deposit the avails of said tax in the "Debt Service Fund" herein provided for. Principal or interest falling due at any time when the proceeds of said tax levy may not be available shall be paid from other funds of the Governing Authority, and such funds shall be reimbursed from the proceeds of said taxes when said taxes shall have been collected. The Issuer covenants and agrees with the Purchaser and the Owner of the Bonds that so long as any of the Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing tax levy, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Fund established in Section 10 to pay the principal of and interest on the Bonds.

SECTION 10. Debt Service Fund. For the payment of the principal of and the interest on the Bonds, the Issuer will establish a special fund, to be held by the regularly designated fiscal agent of the Issuer (the "Debt Service Fund"), into which the Issuer will deposit the proceeds of the aforesaid special tax and accrued interest on the Bonds. The depository for the Debt Service Fund shall transfer from the Debt Service Fund to the Paying Agent at least three (3) business days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest falling due on such date.

All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Resolution shall constitute secured funds for the benefit of the Owners of the Bonds, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

At the written request of the Issuer, all or any part of the moneys in the Debt Service Fund shall be invested in accordance with the provisions of the laws of the State of Louisiana, in which event all income derived from such investments shall be added only to the Debt Service Fund.

Immediately upon issuance of the Bonds, moneys paid to the Issuer by the Purchaser as accrued interest, if any, shall be deposited by the Issuer into the Debt Service Fund and utilized to pay interest on the Bonds on the Interest Payment Date next due.

SECTION 11. Application of Proceeds; 2019 Project Fund. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution. The proceeds derived from the sale of the Bonds, shall be deposited into a fund separate and apart from the general funds of the Governing Authority, namely, the “School District No. 31 Project Fund” (the “2019 Project Fund”) hereby created, and disbursements shall be made from the 2019 Project Fund solely and only for the purposes for which the Bonds are being issued and for which the principal proceeds are hereby appropriated.

Earnings, if any, upon the invested proceeds of the Bonds within the 2019 Project Fund shall be maintained within the 2019 Project Fund and utilized solely and only for (i) the purposes for which the Bonds are being issued and/or (ii) payment of any required rebate of excess arbitrage profits to the United States Treasury.

SECTION 12. Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer, and shall be the only representations of the indebtedness as herein authorized and created.

SECTION 13. Resolution a Contract. The provisions of this Resolution and the Bonds shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time of the Bonds and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bonds.

No material modification or amendment of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity or redemption provisions of the Bonds, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Bonds as the same shall come due from the taxes pledged and dedicated to the payment thereof by this Resolution or reduce the percentage of the Owners required to consent to any material modification or amendment of this Resolution, without the consent of all of the Owners of the Bonds then outstanding.

SECTION 14. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with issuance of the Bonds herein authorized and having determined the same to be regular, 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.”

SECTION 15. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal (and redemption price) of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 16. Notices to Owners. Wherever this Resolution provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 17. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already cancelled, shall be promptly cancelled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 18. Mutilated, Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receives

evidence to its, satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall, under the authority of Subpart A, Part II of Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Bonds. Any additional procedures set forth in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 19. Discharge of Resolution; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the money, securities, and funds pledged under this Resolution and all covenants, agreements, and other obligations of the Issuer to the Owners of the Bonds shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

Principal or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 20. Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or Resolution giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank organized and doing business under the laws of the United States of America or of any state, authorized under such laws to serve as Paying Agent, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of such officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder. The Paying Agent is specially authorized to pay costs of issuance of the Bonds from proceeds of the Bonds deposited with the Paying Agent upon delivery and closing of sale of the Bonds.

SECTION 21. Non-Arbitrage Representations, Warranties and Covenants. The Governing Authority of the Issuer certifies and covenants that so long as the Bonds remain outstanding, moneys on deposit in any fund in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code or ruling or regulations promulgated thereunder.

The Governing Authority hereby authorizes the Executive Officers of the Issuer to be responsible for issuing the Bonds to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be excludable from gross income for purposes of federal income taxation. In connection therewith, the Issuer and the Governing Authority further agree:

(a) through the Executive Officers to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by the Executive Officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance.

SECTION 22. Printing and Delivery of Bonds. The Executive Officers of the Issuer are hereby empowered, authorized and directed to cause the necessary Bonds to be printed or lithographed, and they are hereby further empowered, authorized and directed to sign, execute and seal all of the Bonds as herein provided, all in accordance with the provisions of law and this Resolution.

SECTION 23. Preliminary Official Statement. The dissemination and distribution of and the disclosure material in the Preliminary Official Statement and the Official Statement in connection with the sale of the Bonds are hereby ratified and confirmed in all respects by this Governing Authority, and the Issuer and the Governing Authority hereby certify that such disclosure material is deemed final by the Issuer and Governing Authority as of its date for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934. The Issuer further authorizes, directs, and ratifies the execution by the Executive Officers and delivery of such final

Official Statement to Stifel, Nicolaus & Company, Incorporated, as Underwriter (the “Underwriter”).

SECTION 24. Execution of Documents. The Executive Officers of the Issuer are hereby authorized and directed to accept, receive, execute, seal, attest and deliver the Preliminary Official Statement, the Official Statement, the No-Arbitrage Certificate, the Agreement, the Continuing Disclosure Certificate (as defined herein), the Bond Purchase Agreement dated June 11, 2019, (the “Bond Purchase Agreement”), by and between the Issuer and the Underwriter, and any and all such documents, certificates, and other instruments as are required in connection with the authorization, issuance, and delivery of the Bonds, in such forms as are acceptable to Bond Counsel, or to take such further action as may be appropriate or required by law in connection with the authorization, issuance, and delivery of the Bonds. The acceptance, receipt, execution, seal, attestation, and deliverance of the Bond Purchase Agreement by the Executive Officers of the Issuer is hereby ratified in all respects.

SECTION 25. Publication. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the *American Press*, the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any right of action to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

SECTION 26. Savings Clause. In case any one or more of the provisions of this 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 this Resolution or of the Bonds, but the 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 or dates of this Resolution and of the Bonds which validates or makes legal

any provision of this Resolution or the Bonds which would not otherwise be valid or legal, shall be decreed to apply to this Resolution and to the Bonds.

SECTION 27. Reserved.

SECTION 28. Additional Parity Bonds. The Issuer hereby expressly reserves the right to issue from time to time additional bonds payable from and secured by ad valorem taxation on a parity with the Bonds.

SECTION 29. Continuing Disclosure Certificate. The Issuer has authorized the execution and delivery of a Continuing Disclosure Certificate pursuant to Section (d)(2) of the Securities and Exchange Commission Rule 15c2-12 (the “Continuing Disclosure Certificate”). The Continuing Disclosure Certificate executed and delivered by the President and Secretary of the Governing Authority as heretofore authorized by resolution providing for the sale and delivery of the Bonds to the Purchaser is ratified, approved and confirmed. The Issuer, acting through the Governing Authority, hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the Issuer or the Governing Authority to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder. However, any Participating Underwriter, as defined in the Continuing Disclosure Certificate, or any Bond Owner may take such actions under Louisiana law as may be necessary and appropriate, including seeking a mandatory injunction, writ of mandamus or other order or judgment for specific performance by court order to cause the Issuer and/or the Governing Authority to comply with its obligations under the Continuing Disclosure Certificate and this Section and the provisions of this Resolution heretofore adopted authorizing the Continuing Disclosure Certificate.

SECTION 30. Further Acts. All acts and doings of the Executive Officers of the Issuer which are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved and confirmed.

SECTION 31. Application of Bond Proceeds. In accordance with and 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, the Governing Authority of the Issuer is hereby confirmed as administrator of the funds of the Issuer, and is further charged with the responsibilities of investing the proceeds of the Bonds in accordance with the terms of this Resolution and the Letter of Investment Instructions which is annexed hereto as **Exhibit A**. The Superintendent of Public Schools for the Parish of Calcasieu, Louisiana, and Ex-officio Secretary of the Governing Authority shall signify his acceptance of the responsibilities set forth herein and within the Letter of Investment Instructions by his execution of the Letter of Investment Instructions.

SECTION 32. Beneficiaries of the Resolution. The provisions of this Resolution are for the sole benefit of the Owners of the Bonds and beneficial owners of the Bonds, and nothing contained herein, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Resolution, and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Resolution or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO OWNERS OF THE BONDS OR BENEFICIAL OWNERS OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS RESOLUTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under Section 29 hereof shall constitute a breach of or default under this Resolution.

SECTION 33. Provisions Applicable to the Bond Insurer.

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

The notice address of BAM is:

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor,
New York, NY 10281
Attention: Surveillance, Re: Policy No. _____
Telephone: (212) 235-2500,
Telecopier: (212) 235-1542
Email: notices@buildamerica.com

In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

(2) Amendments, Supplements and Consents.

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

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

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

(4) Policy Payments .

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

- (b) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:
- (i) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and
- (ii) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- (c) Special Provisions for Insurer Default: If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), "Insurer Default" means: (A) BAM has failed to make any payment under

the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

SECTION 34. Section Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 35. Repealer. All resolutions or Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect from and after its passage.

SECTION 36. Effective Date of Resolution. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 11th day of June, 2019

/s/ Damon Hardesty
DAMON HARDESTY, President

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

(Other business not pertinent to the above appears in the minutes of the meeting.)

Pursuant to motion duly made and carried, the meeting was adjourned.

/s/ Damon Hardesty
DAMON HARDESTY, President

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

STATE OF LOUISIANA
PARISH OF CALCASIEU

I, **KARL BRUCHHAUS**, certify that I am the duly qualified and acting Superintendent of Schools of Calcasieu Parish, Louisiana, and as such, Ex-Officio Secretary of the Calcasieu Parish School Board, the governing authority of School District No. 31 of Calcasieu Parish, Louisiana.

I further certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a regular meeting of the Calcasieu Parish School Board held on June 11, 2019, and of a resolution adopted at said meeting as said minutes and resolution appear officially of record in my possession.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of School District No. 31 of Calcasieu Parish, Louisiana, on this 11th day of June, 2019.

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

[S E A L]

EXHIBIT A

Form of Letter of Investment Instructions

July 17, 2019

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

\$27,915,000
General Obligation Public School Improvement Bonds
of School District No. 31 of Calcasieu Parish, Louisiana
Series 2019

Gentlemen:

This letter sets forth instructions regarding investment and disposition of moneys deposited pursuant to the terms of a resolution by the Calcasieu Parish School Board dated June 11, 2019 (the "Bond Resolution") authorizing issuance by School District No. 31 of Calcasieu Parish, Louisiana (the "Issuer") of \$27,915,000 of its General Obligation Public School Improvement Bonds, Series 2019, dated July 17, 2019 (the "Bonds").

The purpose of these instructions is to assure that investment of moneys held in escrow and described herein will comply with Income Tax regulations (the "Arbitrage Regulations") promulgated and effective on February 1, 1993 under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent any moneys are subject to yield restrictions, you may invest only in obligations bearing a yield equal to or less than the yield on the Bonds or in obligations described in Section 103(a) of the Code. These instructions implement the Arbitrage Certificate executed by the Issuer on the date of issue of the Bonds.

1. Computation of Yield.

The term "yield" shall have the meaning set forth in Section 1.148-4(b) of the Arbitrage Regulations. The "yield" on a fixed yield issue is the discount rate that, when used in computing the present value as of the issue date of all the unconditionally payable payments of principal, interest, and fees for qualified guarantees on the issue and amounts reasonably expected to be paid as fees for qualified guarantees on the issue, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of bonds of the issue as of the issue date. Yield on a fixed yield issue is computed as of the issue date and is not affected by subsequent unexpected events, except to the extent provided in the Arbitrage Regulations.

The Arbitrage Regulations further provide that the yield on a fixed yield issue which is subject to optional early redemption must be determined by assuming the bonds will be redeemed on the redemption date that would produce the lowest yield on the issue ("yield-to-call" rule), if any one of the following circumstances is present:

- a) the bonds are subject to optional redemption within 5 years of the issue date, but only if the yield on the issue computed by assuming all bonds in the issue are redeemed at maturity is more than one-eighth of one percentage point (.125%) higher than the yield on the issue computed by assuming all bonds of the issue are redeemed at the earliest redemption date;
- b) the issue price exceeds the stated redemption price at maturity by more than one-fourth of one percent (.25%) multiplied by the product of the stated redemption price at maturity and the number of complete years to the first optional redemption date for the bonds; or
- c) the bonds bear interest at increasing interest rates (“stepped coupons”).

Payment of the principal of and interest on the Bonds when due is insured by a financial guaranty insurance policy issued by Build America Mutual Assurance Company, New York, New York, issued simultaneously with the delivery of the Bonds. The financial guaranty insurance premium is \$53,897.43.

In accordance with Treasury Regulation §1.148-4(b)(3), the yield of the issue to the earliest call date of March 1, 2029, has been computed to be not less than **2.4774162%**, taking into account the financial guaranty insurance premium.

2. Debt Service.

The Bond Resolution provides that principal of and interest on the Bonds will be paid with moneys derived from collection of ad valorem taxes levied for such purpose.

Any moneys derived from levy and collection of ad valorem taxes which are designated and used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds, and any amount received from investment of such moneys, will be depleted at least once each bond year, except for a reasonable carry-over amount not to exceed the greater of the earnings on such moneys for the immediately preceding bond year, or one-twelfth (1/12) of the principal and interest payments on the issue for the immediately preceding bond year. Such moneys may be invested without regard to yield limitation.

For purposes of these instructions, “bond year” shall mean each 1-year period beginning on July 2 of each calendar year and ending on July 1 in each year, except that the first “bond year” shall be the period beginning July 17, 2019, the date of issuance, and ending on July 1, 2020.

3. 2019 Project Fund.

The Bond Resolution establishes a 2019 Project Fund. For a temporary period until such time as the proceeds are used for the purpose for which the Bonds were issued, all or a

portion of the amounts deposited in the 2019 Project Fund will be invested in nonpurpose investments which may produce a yield which is materially higher than the yield on the Bonds.

Moneys on deposit in the 2019 Project Fund, and investment earnings thereon, allocated to expenditures for capital projects, shall have a temporary period of 3 years from July 17, 2019, as set forth in Section 1.148-2(3) of the Arbitrage Regulations. Such moneys may be invested without regard to yield limitation.

4. Rebate Requirement.

Pursuant to Section 148(f)(4)(D)(vii) of the Code, and the Arbitrage Regulations, the Bonds are subject to rebate requirements of the Code.

5. Miscellaneous.

Proceeds of the Bonds representing accrued interest, if any, may be invested at a yield that exceeds the yield on the Bonds for a 31-day period beginning on July 17, 2019, and thereafter at a yield which does not exceed the yield on the Bonds or in tax-exempt investments which are not private activity bonds.

Very truly yours,

**JOSEPH A. DELAFIELD, A
PROFESSIONAL CORPORATION**

By: _____
Joseph A. Delafield

Accepted: July 17, 2019

CALCASIEU PARISH SCHOOL BOARD

By _____
KARL BRUCHHAUS
Superintendent of Schools and
Ex-Officio Secretary of the
Calcasieu Parish School Board

By _____
WILFRED BOURNE
Chief Financial Officer

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this 7th day of June 2019, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Kevin White, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD," a political subdivision of the State of Louisiana, and represented herein by its duly authorized President, Damon Hardesty.

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

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

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

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

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

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

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

1. Scope of Agreement

The PARISH and the SCHOOL BOARD hereby agree to allow the PARISH'S 2019 Summer Food Service Program, hereinafter referred to as PROGRAM, to use the kitchen

facilities located at the following SCHOOL BOARD locations:

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

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

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

The SCHOOL BOARD agrees to cooperate with the PARISH in providing staff for the PROGRAM, including but not limited to, cafeteria managers and cooks. The PARISH and the SCHOOL BOARD agree that the managers and technicians currently working at these schools will be given the first opportunity for employment with the PROGRAM due to the knowledge of the school and the equipment. All persons employed by the PARISH pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in providing services for the PROGRAM, employees of the PARISH and not direct employees of the SCHOOL BOARD. Notwithstanding the foregoing the parties hereto recognize that Calcasieu Parish School Board is a statutory employer of the persons employed by the PARISH pursuant to this agreement, under the provisions of La. R.S. 23:1061, and the SCHOOL BOARD shall be deemed entitled to the exclusivity of remedy

provisions of the Louisiana workers' compensation laws. This provision is included for the sole purpose of establishing a statutory employer relationship for purposes of the exclusivity of remedy provisions of the Louisiana workers' compensation laws and is not intended to create an employer/employee relationship for any other purpose. To the extent that SCHOOL BOARD pays workers' compensation benefits to persons employed by the PARISH pursuant to this agreement, then and in that event the PARISH shall defend, indemnify, and hold harmless the SCHOOL BOARD with respect thereto.

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

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

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

2. Term of Agreement

The term of this agreement shall be effective upon execution of the agreement through July 31, 2019.

3. Payment Terms

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

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment

requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

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

5. Records and Audits

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

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

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

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

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,

- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,
- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act**,
- (8) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and
- (10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322

which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

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

¹ Davis Bacon Act is not applicable to this agreement.

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

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

6. Liability, Indemnity and Insurance

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

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

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

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

7. Termination of Agreement and Dispute Resolution

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

8. Severability, Entire Agreement and Captions

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

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

9. No Authorship Presumptions

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

10. Address of Notices and Communications

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

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

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

Mr. Damon Hardesty, President
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, Louisiana 70615

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

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

THUS DONE AND SIGNED on the 7th day of June 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 POLICE JURY:

Jessica D. Booth
Witness Signature
JESSICA D. BOOTH

BY: Kevin White
KEVIN WHITE, PRESIDENT

Printed Witness Name
Sarah S. Timpa
Witness Signature
SARAH S. TIMPA
Printed Witness Name

Samuel B. Gabb
NOTARY PUBLIC

SAMUEL B. GABB
Louisiana Notary
ID# 41537

Notary Printed/Stamped Name
and Identification Number

My Commission Is For Life

THUS DONE AND SIGNED on the 1st day of June 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:

[Signature]
Witness Signature

BY: [Signature]
DAMON HARDESTY, PRESIDENT

Gregory W Belfour
Printed Witness Name

[Signature]
Witness Signature

WILFRED BOWANE
Printed Witness Name

[Signature]
NOTARY PUBLIC

 **PEGGY T. CARLILE**
Notary Public
Notary Printed/Stamped Name
and Identification Number 134336
Calcasieu Parish, Louisiana
My Commission is for Life

PARISH OF CALCASIEU
State of Louisiana
RESOLUTION

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, convened in Regular Session on the 20th day of December, 2018, that it does hereby approve Cooperative Endeavor Agreements between the Police Jury and area municipalities and/or political subdivisions, as well as community-based, faith-based, and other non-profit organizations, for participation and funding assistance in support of the 2019 Summer Food Service Program.

BE IT FURTHER AND FINALLY RESOLVED that the President of the Police Jury, or his designee, when appropriate, is authorized to execute all documents related thereto.

THUS DONE AND PASSED on the date above inscribed.

* * * * *

STATE OF LOUISIANA
PARISH OF CALCASIEU

HEREBY CERTIFY that the foregoing is a true and correct copy of the original resolution as adopted by the Calcasieu Parish Police Jury in Regular Session convened on the 20th day of December, 2018.

IN TESTIMONY WHEREOF, witness my official signature and the seal of the Parish of Calcasieu, Louisiana, on this the _____ day of _____.

Kathy P. Smith, Parish Secretary