

**AGENDA**  
**CALCASIEU PARISH SCHOOL BOARD**  
**3310 BROAD STREET**  
**LAKE CHARLES, LOUISIANA**  
**Tuesday, October 10, 2017**

- 1. Prayer – Wayne Williams**
- 2. Pledge of Allegiance – Kourtlin Thomas/Washington-Marion High School**
- 3. Roll Call**
- 4. Approval of Minutes**
  - A. September 12, 2017
- 5. Presentations**  
(None)
- 6. Superintendent's Report**
- 7. Executive Session**
  - A. Consideration of Worker Compensation claim #3896927/Attorney Kevin Koenig
  - B. Consideration of General Liability claim #4516652/Attorney Ed McGuire
  - C. Consideration of General Liability claim #4369531/Attorney Ed McGuire
- 8. Committee Reports**
  - A. Budget Committee/September 26, 2017/Mack Dellafosse, *Chair*
  - B. C&I Committee/September 26, 2017/Annette Ballard, *Chair*
- 9. Take Appropriate Action**
  - A. Approval of Resolution for issuance, sale, and delivery of \$3,840,000 General Refunding Bonds of School District #34
  - B. Approval of CPSB Head Start Policy Council By-Laws
  - C. Approval of Cooperative Endeavor Agreement between CPSB and LA Community & Technical College System/SOWELA

**10. Bid Reports**

A. Bid #2018-04PC Gillis Elementary – Drainage Improvements/Sales Tax District 3

**11. Permission to Advertise  
(NONE)**

**12. Correspondence**

A. Change Order Number Five (5) for the Project, “Classroom Pods – Phase X”,  
Project #1715; Champeaux, Evans, Hotard, Designer; Miller & Associates,  
Contractor; *Increase* of \$129,191.52 and *Increase* of twenty five (25) days.

**13. Condolences/Recognitions**

**14. Schedule Committees**

November 28..... Insurance Committee, 5:00 p.m.  
A&P Committee (to follow)

**15. Adjourn Meeting**

## DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on September 12, 2017, at 5:00 p.m.

The meeting was called to order by Ron Hayes, President. The prayer was led by Eric Tarver. The Pledge of Allegiance were led by Jacquelyn London, a student at Iowa High School.

## ROLL CALL

The roll was called by Superintendent Bruchhaus and the following members were present: Glenda Gay, John Duhon, Fred Hardy, Annette Ballard, Ron Hayes, Eric Tarver, Chad Guidry, Russell Castille, and Wayne Williams. Mr. Breaux arrived after the roll was called.

Absent: Damon Hardesty, Aaron Natali, Mack Dellafosse, Alvin Smith, and Dean Roberts

## APPROVAL OF MINUTES

Mr. Duhon, with a second by Guidry, offered a motion to approve the Minutes of August 15, 2017. The motion carried on a vote.

## PRESENTATIONS

A. LSU AgCenter/4H Presentation/Jennifer Cantrell, Carrie Jones, Damion Turner, Jimmy Meaux/Student representative: Wyatt Lavergne

Ms. Jones stated that each year during the annual 4-H contest week held at LSU, Parish school superintendents are recognized for their contributions to the 4-H program. This year Superintendent Bruchhaus was chosen as the state winner for the Superintendent's Award. Ms. Jones presented him with a plaque honoring him for that award.

## SUPERINTENDENT'S REPORT

### **Mr. Bruchhaus gave the following report:**

1. Board Members have received the August 31 school population report. You will be able to see how your schools ended in May and the changes through August 31.
2. All board members have received the August Head Start Report

Head Start Enrollment-- 423 applicants

# September 12, 2017

Head Start Waiting List – 149 applicants

Early Childhood Professional Development was held at McNeese State University for Head Start, Pre-Kindergarten, and Early Learning Center staff

Home Visits and Parent Orientations were conducted by all Head Start sites

3. I would like to report our current sales tax numbers for our general fund which show August, 2017, collections at \$4,122,387 or 33.2 % above budget for the second month of the 2017-2018 year.

Collections are \$3,791,808 or 29.8 % above collections for the same month last year.

Collections for the 2017-2018 year, after two months are \$6,960,082 or 26.6 % over budget and \$6,746,915 or 25.5 % over the same time period last year.

4. We have quite a few registered for the LSBA TrailBlazer workshop that will be held at the Golden Nugget on Monday, September 18. This is an all-day professional development opportunity for board members to receive their required 6 hours for 2017.

## **EXECUTIVE SESSION**

On a motion to adjourn into Executive Session by Mr. Duhon and seconded by Mr. Tarver, the Board adjourned on a unanimous vote at 5:14 p.m. The Board resumed Regular Session at 5:24 on a motion by Mr. Tarver and a second by Mr. Hardy.

A. Consideration of Worker Compensation claim #5954045/Attorney Wes Romero

On a motion to approve settlement of General Liability Claim #5954045 by Mr. Tarver and seconded by Mr. Breaux, the motion carried.

## **COMMITTEE REPORT**

A. A&P Committee, August 22, 2017/Eric Tarver, *Chair*

### **Mr. Tarver gave the following report:**

The Calcasieu Parish School Board Administration and Personnel Committee meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on August 22, 2017, at 5:00 p.m.



# September 12, 2017

The meeting was called to order by Eric Tarver, Chair. The prayer was led by Eric Tarver and Pledge of Allegiance was led by Ron Hayes.

The roll was called by Chief Operating Officer Dr. Shannon LaFargue and the following members were present: Eric Tarver, Chad Guidry, Annette Ballard, John Duhon, Damon Hardesty, Fred Hardy, Dean Roberts, Alvin Smith and Wayne Williams.

Absent: Glenda Gay

Other Board members present were: Russell Castille, Mack Dellafosse, Ron Hayes and Aaron Natali.

Policy updates DJE - Purchasing and DJED – Bids and Quotations were pulled from the Agenda. There will be a delay of adoption on these two policies.

Dr. LaFargue discussed the request to develop a policy at the A & P Board Meeting in April of 2017.

The summary of that request is as follows:

*Considering the technological era we live in, districts and organizations are developing social media policies for employees. Staff has started researching policies in educational districts and government bodies such as the Calcasieu Parish Sheriff's Department. Most districts are doing the same throughout the state. Like students, employees benefit from the tremendous advantages of social media, but also like students, employees must be cognizant of the many pitfalls that social media may produce, thus harming the district-employee relationship. Staff feels it is the responsibility of CPSB to develop and educate our workforce by establishing standards and expectations to be adopted into policy.*

*Then, Dr. LaFargue and Holly Holland presented the process of researching and developing the proposed social media policy.*

**DRAFT**

**FILE: EFAA**

## **USE OF EMPLOYEE SOCIAL MEDIA**

The Calcasieu Parish School Board recognizes the importance of incorporating current technology tools, including new methods of electronic communication, into the classroom to enhance student learning. It further recognizes the importance of employees, students and parents engaging, learning, collaborating and sharing in digital environments as part of 21st Century learning. The Calcasieu Parish School Board strives to ensure that electronic

# September 12, 2017

communication tools incorporated into the school curriculum are used responsibly and safely. As practicable, the Calcasieu Parish School Board shall provide access to secure social media tools and Calcasieu Parish School Board approved technologies for use during instructional time and for school-sponsored activities in accordance with policies EFA, Computer and Internet Use for Employees and IFBGA, Student Computer Access and Use.

Employees who use social media for personal purposes must be mindful that they are responsible for their public conduct even when not acting in their capacities as school system employees. All employees, including student teachers and independent contractors shall comply with the requirements of this policy when using electronic social media for personal purposes.

For the purposes of this policy, *social media* includes, but is not limited to, personal websites, web logs (blogs), wikis, social network sites, online forums, virtual worlds, video-sharing websites, on-line gaming, and any other social media generally available to the public or consumers that does not fall within the Calcasieu Parish School Board's technologies network (e.g., Web 2.0 tools, MySpace, Facebook, Twitter, LinkedIn, Flickr, YouTube.).

## SOCIAL MEDIA COMMUNICATIONS INVOLVING STUDENTS

Employees shall maintain professional relationships with students at all times in accordance with policies GAMIA, Electronic Communications Between Employees and Students, and GBRA, Employee Conduct. School personnel using School Board-controlled technological resources and social media tools to communicate directly with students or to comment on student matters through use of the Internet shall abide by all policies governing such activities.

The use of electronic media for communicating with students, if permitted by CPSB policy, and parents is considered an extension of the employee's workplace responsibilities. Accordingly, the Calcasieu Parish School Board shall expect employees to use professional judgment when using social media or other electronic communications.

Employees are prohibited from knowingly communicating with current students through a personal social network page. Employees who wish to utilize social media for professional purposes are strongly encouraged to maintain separate personal and professional accounts. Employees who identify themselves as district employees on their personal accounts are also advised to include a statement on their personal accounts that their opinions are personal and not intended to be reflective of the district. Any electronic communication made by an employee to any student enrolled in a public school in this school district or that is received by an employee from any student enrolled in a public school in this school district using a means other than one provided by or made available by the school system shall be reported by the employee in a manner deemed appropriate by the School Board. Records of any such reported communication shall be maintained by the School Board for a period of at least one (1) year. Employees shall be reminded of this policy on an annual basis with emphasis on the extension of their status as mandatory reporters in the social media setting.

# September 12, 2017

## EMPLOYEE PERSONAL USE OF SOCIAL MEDIA

The Calcasieu Parish School Board respects the right of employees to use social media as a medium of self-expression outside of the school day. As role models for the school system's students, however, employees shall be responsible for their public conduct even when they are not performing their job duties as employees of the School Board. Employees shall be held to the same professional standards in their public use of social media and other electronic communications as they are for any other public conduct. Furthermore, employees remain subject to applicable state and federal laws, Calcasieu Parish School Board policies, and administrative regulations and procedures, even if communicating with others concerning personal and private matters. If an employee's use of social media has the potential to or does substantially or materially interfere with the educational mission of the school or school system, the employee shall be subject to disciplinary action, up to and including termination of employment.

Employees are responsible for the content posted from their social media sites, including content added by the employee, the employee's friends or members of the public who are using the employee's credentials to login, and for Web links on the employee's site. Employees shall take reasonable precautions, such as using available security settings, to restrict students from viewing their personal information on social media websites and to prevent students from accessing materials that are not age-appropriate.

Employees shall be prohibited from accessing social networking websites for personal use during the school day or with School Board technological resources.

## POSTING TO SOCIAL MEDIA SITES

Employees who use social media for personal purposes shall be aware that the content they post, despite their best efforts, may be viewed by anyone, including students, parents and community members. Employees shall observe the following principles when communicating through social media:

1. Employees shall not post confidential information about students (policy *JR Student Records, JR-AP Access to and Disclosure of Educational Records and Personally Identifiable Information*), employees or school system business.
2. Employees shall not accept current students as "friends" or "followers" or otherwise connect with students on social media sites, unless the employee and student have a family relationship.
3. Employees may not grant students access to any portions of their personal social media sites, unless the employee and student have a family relationship.

# September 12, 2017

4. Employees shall be professional in all Internet postings related to or referencing the school system, students and other employees.
5. Employees shall not use profane, pornographic, obscene, indecent, lewd, vulgar or sexually offensive language, pictures or graphics or other communication that could reasonably be anticipated to cause a substantial disruption to the school environment.
6. Employees shall not use the school system's logo or other copyrighted material of the system without express, written consent from the Calcasieu Parish School Board.
7. Employees shall not post identifiable images of a student or student's family.
8. Employees shall not use Internet postings to libel or defame the Calcasieu Parish School Board, students or other school employees.
9. Employees shall not use Internet postings to harass, bully or intimidate other employees or students in violation of CPSB policy [\*JCDAF, Bullying or Hazing\*](#), or state and federal laws.
10. Employees shall not post inappropriate content that negatively impacts their ability, or that of other employees, to perform their jobs.
11. Employees shall not use Internet postings to engage in any other conduct that violates Calcasieu Parish School Board policy and administrative procedures or state and federal laws.

## CONSEQUENCES

Any employee who has been found to have violated this policy may be subject to disciplinary action, up to and including dismissal.

The Superintendent or designee shall establish and communicate to employees guidelines and best practices that are consistent with this policy.

New Policy:

Ref: [US Constitution, Amend. I](#)  
[17 USC 101 et seq.](#), (*Copyrights*)  
[18 USC 2510-2522](#), (*Electronic Communications Privacy Act*)  
[20 USC 1232 \(g\)](#), (*Family Educational Rights and Privacy Act*)  
[20 USC 6777](#), (*Internet Safety*)  
[47 USC 254\(h\)\(5\)](#), (*Children's Internet Protection Act*)

# September 12, 2017

Calcasieu Parish School Board

There was much discussion on the subject.

On a motion by Mack Dellafosse and seconded by John Duhon, it was recommended to approve the Social Media Policy.

**On behalf of the committee, Mr. Tarver offered a motion to approve. Vicky Johnston, representing CAE, submitted a blue card to speak to the Board.**

**A second was not needed on the motion by Mr. Tarver and on a vote, the motion carried.**

Vicky Johnston, CAE representative, and Ganey Arsement, spoke on a blue card.

Then, Dr. LaFargue discussed Media relations.

## **Media Relations**

### **NEWS MEDIA RELATIONS**

The Public Information Office of the Calcasieu Parish School Board shall coordinate news coverage of the school district. The Public Information Office shall be responsible for overseeing official communications between the school system and the news media by initiating story ideas as well as facilitating requests for news coverage from media representatives and district personnel.

The Public Information Office shall provide assistance to school administrators regarding effective relationships with the news media.

The Superintendent or his/her designee shall serve as the primary spokesperson for the district on all matters of district wide interest.

The principal shall be the primary spokesperson regarding issues related to his or her individual school.

If a designated district or school spokesperson is contacted by the news media for comment on a specific issue, the spokesperson may directly respond, provided that he/she has the necessary information to address the issue. If the spokesperson needs more information or

# September 12, 2017

guidance to provide a response, he/she should contact the Public Information Office before responding to the news media.

District personnel shall adhere to the following general guidelines when working with the news media:

- The privacy of a student or employee is the foremost concern when working with the news media and must be considered prior to the release of any information.
- If there is no prior clearance from the Public Information Office, names of students should never be released under any circumstance without prior parental consent or the consent of the student if he or she is 18 years of age or older.
- Names of students involved in accidents or emergency situations shall not be released; news media should be referred to the receiving hospital or the Sheriff's Office for such information.
- Home addresses and telephone numbers of students, private citizens, and those CPSB employees who have restricted home addresses and telephone numbers shall not be released to the media.

There was much discussion on the subject.

On a motion by Mack Dellafosse and seconded by Annette Ballard it was recommended to approve the new Media Relations Policy.

**On behalf of the committee, Mr. Tarver offered a motion to approve. A second was not needed and on a vote, the motion carried.**

The next items presented were revisions to Calcasieu Parish School Board policies. Dr. LaFargue presented **Policies JGB, School Wellness, EE, Child (School) Nutrition Program Management, EEA, New School Lunch Unpaid Meal Charge Policy, JGCE, Child Abuse, and GAMB, Employee Dress Code Update.** Language was revised.

## **School Wellness- JGB**

Each School Board is to develop revised *School Wellness* policies with the help of the School Wellness committee, which in Louisiana School Boards is referred to as *School Health Advisory Council* (SHAC), as required by La. Rev. Stat. Ann.

17:17.1. In light of these changes and the required input from the SHAC, instead

# September 12, 2017

a revision to each system's *School Wellness* policy, we have created a draft policy upon which each School Board can build its policy. This draft is based on an approved template found on the USDA website, but we have tried to include only those things required to be included in *policy*. Other specifics will need to be addressed in the Board's implementation plan.

## SCHOOL WELLNESS – New Policy

The Calcasieu Parish School Board (CPSB) is committed to the optimal development of every student. The School Board believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we shall strive to ensure positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

It is CPSB's desire to ensure environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, the School Board shall establish goals and procedures to ensure that:

- Students in Calcasieu Parish public schools have access to healthy foods throughout the school day –both through reimbursable school meals and other foods available throughout the school campus- in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have the opportunities to be physically active before, during and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the School Board in creating continuity between school and other settings for students and staff to practice lifelong health habits;
- The School Board establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring the policy and its established goals and objectives.

## SCHOOL HEALTH ADVISORY COUNCIL (SHAC)

# September 12, 2017

The CPSB shall establish a *School Health Advisory Council* (SHAC) to advise the School Board on physical activity for students, physical and health education, nutrition, and overall student health. The council members shall be appointed by the School Board and shall include parents of students and individuals representing the community, as well as school health and food service professionals. The SHAC shall assist in implementation, periodic review, and updating of the *School Wellness Policy*.

The Superintendent or his/her designee shall be responsible for assuring compliance with established district-wide nutrition and physical activity wellness policies. In each school, the principal or designee shall oversee compliance with those policies in his/her school and shall report on the school's compliance to the Superintendent or his/her designee.

School food service staff, at the school or district level, shall assess compliance with nutrition policies within school food service areas and report on this matter to the Superintendent (or if done at the school level, to the school principal).

## IMPLEMENTATION

The School Board shall develop and maintain a plan for implementation to manage and coordinate the execution of the *School Wellness* policy. The plan shall delineate roles, responsibilities, actions and timelines specific to each school; and include information about persons responsible for making changes; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

This *School Wellness* policy and any progress reports shall be maintained on the School Board's website.

## TRIENNIAL PROGRESS ASSESSMENTS

At least once every three (3) years, the School Board shall evaluate compliance with the *School Wellness* policy to assess the implementation of the policy and document the assessment for each school under its jurisdiction. The *School Wellness* policy shall be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

## RECORDKEEPING

The School Board shall retain records to document compliance with the requirements of the *School Wellness* policy at the Calcasieu Parish School Board central office. Documentation maintained in the location shall include, but not be limited to:

- The written *School Wellness* policy



# September 12, 2017

- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the *School Wellness* policy; including an indication of who is involved in the update and methods the School Board uses to make stakeholders aware of their ability to participate on the School Health Advisory Council;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the *School Wellness* policy;
- Documentation demonstrating the most recent assessment on the implementation of the *School Wellness* policy has been made available to the public.

## COMMUNITY INVOLVEMENT, OUTREACH AND COMMUNICATIONS

The School Board is committed to being responsive to community input, which begins with awareness of the *School Wellness* policy. The School Board shall inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and application procedures, and a description of and compliance with nutrition standards. The School Board shall use electronic mechanisms, such as e-mail or displaying notices on the School Board's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the *School Wellness* policy and activities/initiatives. The School Board shall ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the School Board and individual schools are communicating important school information with parents.

## ANNUAL NOTIFICATION OF POLICY

The School Board shall actively inform families and the public each year of basic information about the *School Wellness* policy, including its content, any updates to the policy and implementation status. The School Board shall make this information available via the School Board's website and/or district-wide communications.

## NUTRITION

### School Meals

The Calcasieu Parish School Board is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams *trans*-fat per serving; and to meeting the nutrition needs of school children within their calorie requirements. See attached meal pattern requirements.

# September 12, 2017

All public schools within Calcasieu Parish participate in the *United States Department of Agriculture* (USDA) child nutrition programs, including the *National School Lunch Program* (NSLP), the *School Breakfast Program* (SBP). All public schools within Calcasieu Parish shall be committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that;

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations

## Water

To promote hydration, free, safe, unflavored drinking water shall be available to all students throughout the school day and throughout every school campus. The School Board shall make drinking water available where school meals are served during mealtimes. This may include water fountains in cafeterias, pitchers of water with drinking cups or a water faucet where children can refill their cups or own bottles.

## Competitive Foods and Beverages

The School Board is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs shall meet the nutrition standards as outlined in 7 CFR 210.11. These standards aim to improve student health and well-being, increased consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day shall meet or exceed the USDA nutrition standards. These standards shall apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, a la carte options in cafeterias, vending machines, school stores and snack or food carts.

## Food and Beverage Marketing in Schools

It is the intent of the School Board to protect and promote student health by monitoring advertising and marketing in the schools to only those foods and beverages that are permitted to be sold on campus, consistent with this School Wellness policy and its implementation plan.

## Other Food and Beverages Provided, but not Sold, on School Campuses

# September 12, 2017

The School Board has developed the following guidelines for foods and beverages which are provided, but not sold, during the school day:

1. Celebrations and parties. The School Board will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. The School Board will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The School Board will provide teachers and other relevant school staff a list of alternative ways to reward children.

## Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff shall receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion shall also include marketing and advertising nutrition foods and beverages to students as well as encouraging participation in school meal programs.

## Nutrition Education

The School Board shall teach, model, encourage and support healthy eating by all students. Schools shall provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, and other school foods and nutrition-related community services;

## PHYSICAL ACTIVITIES

# September 12, 2017

## Physical Education

The School Board shall provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum shall promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits.

All School Board elementary (K-8) students shall receive physical education for at least 30 minutes per day throughout the school year. High school students are required to have a minimum of 1.5 Carnegie units in physical education to graduate.

The School Board physical education program shall promote student physical fitness through individualized fitness and activity assessments and shall use criterion-based reporting for each student.

## Physical Activity

Students in grades K-8 are required by state law to receive at least thirty (30) minutes of physical activity per day. High school students shall be encouraged to incorporate physical activity into their day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program. Such programs reflect strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during and after school; staff involvement and family and community engagement. Schools shall ensure that varied physical activity opportunities are in addition to, and not as a substitute for, physical education.

To the extent practicable, the School Board shall ensure that its grounds and facilities are safe and that equipment is available to students to be active.

## Classroom Physical Activity Breaks (Elementary and Secondary)

The School Board recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students shall be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical school week. Teachers shall be encouraged to provide short (3-5 minute) physical activity breaks to students during and between classroom time at least three (3) days per week. Such physical activity breaks shall complement, not substitute, for physical education class, recess, and class transition periods.

The School Board shall provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are also available through USDA and other organizations which promote health and wellness.

# September 12, 2017

## Active Academics

Teachers shall be encouraged to incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies and others) and do their part to limit sedentary behavior during the school day.

The School Board shall support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement. Teachers shall serve as role models by being physically active alongside the students whenever feasible.

## OTHER ACTIVITIES THAT PROMOTE STUDENT WELLNESS

The School Board shall integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The School Board shall coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Public schools in Calcasieu Parish shall be encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the School Board’s curriculum experts.

All efforts related to obtaining federal, state or other organizational recognition for efforts, or grants/funding opportunities for healthy school environments shall be coordinated with and complementary of the School Wellness policy, including but not limited to ensuring the involvement of the School Health Advisory Council.

All school-sponsored events shall adhere to the School Wellness policy guidelines. All school-sponsored wellness events shall include physical activity and healthy eating opportunities when appropriate.

## DEFINITIONS

In accordance with 7 CFR 210.11, for purposes of this policy:

*School day* shall be defined as beginning at midnight until thirty (30) minutes after the official school day ends.

*School campus* shall be defined as all areas of the property under the jurisdiction of the school that are accessible to students during the school day.

# September 12, 2017

New Policy: July 11, 2006  
Revised: December, 2009  
Revised: September 14, 2010  
Revised: August, 2017

Ref: PL 108-265 (Section 204, Child Nutrition and Women, Infants, and Children (WIC) Reauthorization Act of 2004); 43 USC 1751 et seq. (Richard B. Russell National School Lunch Act); 42 USC 1771 et seq. (Child Nutrition Act of 1966); 7 CFR 210 (National School Lunch Program); 7 CFR 220 (School Breakfast Program); La. Rev. Stat. Ann. 17:17.1, 17:197.1; Board minutes, 7-11-06, 9-14-10

**FILE: JGB**  
**Cf: EE**

## **SCHOOL WELLNESS- Current Policy (old policy)**

The Calcasieu Parish School Board recognizes that schools should play a vital role in promoting student health, preventing childhood obesity, and combating problems associated with poor nutrition and physical inactivity. The School Board shall promote a healthy school environment by supporting and emphasizing student wellness, good nutrition, and regular physical activity and making these an integral part of the total learning environment.

Schools have a responsibility to help students learn, establish, and maintain patterns of nutrition and physical activity that facilitate a healthy environment. Well-planned and effectively implemented school nutrition and fitness programs serve to enhance a student's overall health, as well as their behavior and academic achievement. The School Board shall require that all foods made available on school campuses should offer children nutritious choices, and physical activity should be incorporated into the school day as often as possible.

The Calcasieu Parish School Board shall develop, implement, and maintain a comprehensive plan to encourage healthy eating and physical activity in all public schools of Calcasieu Parish. The plan shall make effective use of school and community resources and equitably serve the needs and interests of all schools and staff.

# September 12, 2017

## SPECIFIC WELLNESS

### GOALS Nutrition Education

The school district will:

1. Promote and implement nutrition education that promotes lifelong healthful eating practices.
2. Use lessons that are age-appropriate, with behaviorally focused content that is developmentally appropriate and culturally relevant.
3. Use lessons that are sequential and are correlated with standards, benchmarks, and grade level expectations.
4. Provide hands on activities that are fun.
5. Provide repeated opportunities for students to taste foods that are low in fat, sodium and added sugars and high in vitamins, minerals and fiber.
6. Focus on positive aspects of healthful eating behaviors.
7. Promote social learning techniques such as role modeling, providing incentives, developing social resistance skills, overcoming barriers to behavioral changes and goal setting.

### Physical Activity

The school district will:

1. Promote and implement quality physical education programs that emphasize and promote participation in lifelong physical activities and reaching a health enhancing level of physical fitness among all students.
2. Provide students in grades K-8 with a minimum of 150 minutes per week of health and physical education.
3. Ensure that students in grades K-8 participate in planned, organized, moderate to vigorous physical activity for a minimum of 30 minutes each school day.
4. Strive toward having qualified, certified physical education teachers guide physical activity instruction in all elementary grades as well as in middle and high school physical education classes.

# September 12, 2017

5. Provide staff development on standards implementation for physical education instructors.

## Other School-Based Activities

The school district will:

1. Offer classroom health education that complements physical education by reinforcing the knowledge and self-management skills needed to maintain a physically active lifestyle and to reduce time spent on sedentary activities

2. Recognize that daily physical activity is essential to student welfare and academic performance.

3. Encourage physical activity during recess for elementary students, intramural programs, integration in the academic curriculum, and clubs, as well as in physical education programs.

4. Encourage parents and guardians to support students' participation in physical activities, to be physically active role-models, and to include physical activities in family plans.

5. Provide parents a list of foods that meet the Board's snack standards and ideas for health celebrations/parties, rewards and fund raising activities.

6. Encourage school staff to participate in physical activities to serve as role models.

7. Support community-based physical activity programs.

## Nutrition Guidelines

Student's lifelong eating habits are greatly influenced by the types of foods and beverages available in their daily environment. In addition to ensuring that reimbursable school meals meet all requirements of the *Nutritional School Lunch Program* outlined in federal and state regulations, the School Board shall develop and maintain specific nutritional guidelines to address all food and beverages sold or served to students, including those items made available to students outside of the school meal programs.

## MONITORING AND POLICY REVIEW

Monitoring



# September 12, 2017

The Superintendent or his/her designee shall be responsible for assuring compliance with established district-wide nutrition and physical activity wellness policies. In each school, the principal or designee will ensure compliance with those policies in his/her school and shall report on the school's compliance to the Superintendent or his/her designee.

School food service staff, at the school or district level, shall assess compliance with nutrition policies within school food service areas and report on this matter to the Superintendent (or if done at the school level, to the school principal).

The Superintendent or his/her designee shall develop a summary report at least annually on compliance with the district's established nutrition and physical activity wellness policies, based on input from schools within the district. The report shall be provided to the School Board, the district's *School Health Advisory Council* (SHAC), and also distributed to the schools, parent teacher organizations, school principals, and school health services personnel throughout the parish.

## Policy Review

Assessments shall be taken annually to help review policy compliance, assess progress, and determine areas in need of improvement. As part of that review, the School Board and staff shall review all nutrition and physical activity policies; provision of an environment that supports healthy eating and physical activity; and nutrition and physical education policies and program elements using the Louisiana Department of Education *Wellness Policy Evaluation* tool and share these results with the *School Health Advisory Council* (SHAC). The School Board and individual schools within the district shall, as necessary, revise the wellness policies and develop work plans to facilitate their implementation.

New Policy: April, 2006  
Approved: July 11, 2006  
Revised: December, 2009  
Revised: June, 2010

Ref: [PL 108-265](#) (*Section 204, Child Nutrition and Women, Infants, and Children (WIG) Reauthorization Act of 2004*)  
[42 USC 1751](#) et seq. (*Richard B. Russell National School Lunch Act*)  
[42 USC 1771](#) et seq. (*Child Nutrition Act of 1966*)  
[7 CFR 210](#) (*National School Lunch Program*)  
[7 CFR 220](#) (*School Breakfast Program*)  
La. Rev. Stat. Ann. [§§17:17.1, 17:197.1](#)  
Board minutes, [7-11-06](#), [3-16-10](#), [9-14-10](#)

Calcasieu Parish School Board

# September 12, 2017

## ~~CHILD~~ SCHOOL NUTRITION PROGRAM MANAGEMENT ~~NEW~~POLICY EE

The Calcasieu Parish School Board believes the school district should have a sound child nutrition program and that the child nutrition program should be an integral part of the total educational program. The School Board also believes that the highest possible sanitation standards should be maintained and that every effort should be made to make it possible for every child to participate in the child nutrition program without regard to race, color, disability, national origin, sex, or age.

### GUIDE LINES

The School Board shall administer a *Food and Nutrition Program* in accordance with federal and state standards and requirements. The School Board, as the recognized child nutrition program authority for the school district, shall annually approve the national school lunch program, school breakfast program, U.S.D.A school commodity programs and any other related programs. The approved agreement shall meet all specifications mandated by the Louisiana Department of Education's *Division of Nutrition Support*.

Guidelines of the *Louisiana Sanitary Code* shall be strictly followed in the preparation, serving, and cleaning of all child nutrition programs and facilities.

Each school shall abide by state and federal guideline restrictions on the operation of concessions, canteens, snack bars, vending machines or other food and beverage sales.

No supplies or foods, including leftovers, shall be removed from the child nutrition department by any employee of the school system unless he/she has been authorized to transfer the items to another school location. Disciplinary action may result for unauthorized food removal.

### SPECIAL EVENTS

Special events should not interfere with the preparation and service of school lunch, breakfasts, or snacks. School functions involving the use of the cafeteria shall be arranged through the principal and approved by the child nutrition supervisor. Whenever the cafeteria is used by the school, one or more of the child nutrition employees shall be in charge to ensure control over child nutrition foods and to ensure proper use and care of equipment and facilities. A *Special Event* form must be completed and sent to the supervisor of child nutrition at least

# September 12, 2017

two (2) weeks in advance of the event. Events that occur at scheduled times during the school year can be handled by sending in one notice listing all of the dates.

## PAYMENT FOR MEALS

Meals may be paid for daily, weekly, monthly, or annually. Those students not eligible for free meals must pay for their meals at the prices established for full price and reduced price students.

Meals may be charged in accordance with policy EEA. Unpaid Meal Charges. ~~Those students not eligible for free meals who have not paid for a scheduled meal may have that meal withheld.~~

~~In elementary schools, prior to withholding a meal, the school shall:~~

~~1. Provide actual notification to the child's parent or legal guardian as to the date and time after which meals may be denied, the reason for such denial, any action that may be taken by the parent or legal guardian to prevent further denial of meals, and the consequences of the failure to take appropriate actions to prevent such denial, including that the school governing authority shall contact the office of community services within the Department of Social Services upon the third instance of such denial during a single school year.~~

~~2. Verify with appropriate school staff that the child does not have an Individual Education Plan that requires the child to receive meals provided by the school to ensure that neither the child's health nor learning ability will be negatively affected by denying the child meals during school hours.~~

~~If the school denies a scheduled meal to a child, the school shall provide a sandwich or a substantial and nutritious snack item to the child as a substitute for the meal denied.~~

~~Upon the third (3rd) instance during a single school year of the same elementary school child being denied a meal during school hours, the School Board shall contact the office of community services within the Department of Social Services to report the failure of the parent or guardian to pay for meals which has resulted in repeated denials of meals during school hours.~~

~~The School Board shall document each instance that a child is denied a meal in an elementary school.~~

~~Charitable funds donated by school employees or other charitable funds may be used to pay for a child's meal in the event that he/she is subject to the denial of a meal during school~~

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# September 12, 2017

~~No discrimination against any individual shall occur because of his/her inability to pay, nor shall the School Board or any nutrition service provider publish or permit to be published the names of any Individual unable to pay for the food.~~

~~Any public school employee who discloses the name of any individual unable to pay for such food, either orally or in written form, except as reasonably necessary in the conduct of his/her official duties, shall be subject to the penalties provided in state law. No employee shall disclose such information to any student for any reason.~~

## FREE AND REDUCED PRICE MEAL APPLICATIONS

Eligibility for participation of students in the free and reduced meal program shall be determined by family meal application or direct certification of participation in migrant, runaway, or homeless education programs. A multi-child, family application to apply for school meal benefits shall be sent to the parents or guardians of each student within the first week of school. Parents shall be requested to complete an application listing all students enrolled in Calcasieu Parish public schools and return it to the determining official for review. The applicant should be made aware that deliberate misrepresentation on the application may subject him or her to prosecution under applicable state and federal criminal statutes. Such applications (approved and disapproved) and documentation of the action taken shall be maintained for three (3) years after the end of the fiscal year to which they pertain.

State guidelines allow for the limited disclosure of information about free and reduced price meal eligibility without consent of the parent. The information may be used *only* for the purpose authorized and may not be shared with any other parties for any reason. Aggregate information that does not identify individuals continues to be permitted without parental consent. Under the ~~*No Child Left Behind Act (NCLB)*~~, *National School Lunch Act (NSLA)* the release of a child's eligibility status is permitted to persons directly connected with and who need to know a child's free and reduced price meal eligibility status in order to ~~administer and enforce the Title I requirements under the NCLB~~ carry out an activity specifically authorized by the NSLA. ~~The statute, however does not allow the disclosure of any other information obtained from the free lunch application form or obtained through the direct certification information received from the Supplemental Nutrition Assistance Program.~~

Revised: October,  
1997

Revised: August,  
2005

Revised: August,  
2010

Revised: October 8,  
2013

Revised: September 9, 2014



# September 12, 2017

Revised: August,  
2017

Ref: ~~No Child Left Behind Act of 2001 (NCLB)~~; 42 USC 1751 et seq. (*School Lunch Programs*); 42 USC 1771 et seq. (*Child Nutrition*); 7 CFR 210 (National School Lunch Program); 7 CFR 220 (School Breakfast Program); La. Rev. Stat. Ann. §§17:82, 17:191, 17:192, 17:192.1, 17:195, 17:196, 17:197.1, 17:198, 17:199, 39:2101, 40:4; *Louisiana Sanitary Code*, La. Dept. of Health and Hospitals; Board minutes, 5-9-06, 10-5-10, 10-8-13, 9-9-14.

## **CHILD NUTRITION PROGRAM MANAGEMENT –OLD Policy EE**

The Calcasieu Parish School Board believes the school district should have a sound child nutrition program and that the child nutrition program should be an integral part of the total educational program. The School Board also believes that the highest possible sanitation standards should be maintained and that every effort should be made to make it possible for every child to participate in the child nutrition program without regard to race, color, disability, national origin, sex, or age.

### GUIDE LINES

The School Board shall administer a *Food and Nutrition Program* in accordance with federal and state standards and requirements. The School Board, as the recognized child nutrition program authority for the school district, shall annually approve the national school lunch program, school breakfast program, U.S.D.A school commodity programs and any other related programs. The approved agreement shall meet all specifications mandated by the Louisiana Department of Education's *Division of Nutrition Support*.

# September 12, 2017

Guidelines of the *Louisiana Sanitary Code* shall be strictly followed in the preparation, serving, and cleaning of all child nutrition programs and facilities.

Each school shall abide by state and federal guideline restrictions on the operation of concessions, canteens, snack bars, vending machines or other food and beverage sales.

No supplies or foods, including leftovers, shall be removed from the child nutrition department by any employee of the school system unless he/she has been authorized to transfer the items to another school location. Disciplinary action may result for unauthorized food removal.

## SPECIAL EVENTS

Special events should not interfere with the preparation and service of school lunch, breakfasts, or snacks. School functions involving the use of the cafeteria shall be arranged through the principal and approved by the child nutrition supervisor. Whenever the cafeteria is used by the school, one or more of the child nutrition employees shall be in charge to ensure control over child nutrition foods and to ensure proper use and care of equipment and facilities. A *Special Event* form must be completed and sent to the supervisor of child nutrition at least two (2) weeks in advance of the event. Events that occur at scheduled times during the school year can be handled by sending in one notice listing all of the dates.

## PAYMENT FOR MEALS

Meals may be paid for daily, weekly, monthly, or annually. Those students not eligible for free meals must pay for their meals at the prices established for full price and reduced price students. Those students not eligible for free meals who have not paid for a scheduled meal may have that meal withheld.

In elementary schools, prior to withholding a meal, the school shall:

1. Provide actual notification to the child's parent or legal guardian as to the date and time after which meals may be denied, the reason for such denial, any action that may be taken by the parent or legal guardian to prevent further denial of meals, and the consequences of the failure to take appropriate actions to prevent such denial, including that the school governing authority shall contact the office of community services within the Department of Social Services upon the *third* instance of such denial during a single school year.

# September 12, 2017

2. Verify with appropriate school staff that the child does not have an *Individual Education Plan* that requires the child to receive meals provided by the school to ensure that neither the child's health nor learning ability will be negatively affected by denying the child meals during school hours.

If the school denies a scheduled meal to a child, the school shall provide a sandwich or a substantial and nutritious snack item to the child as a substitute for the meal denied.

Upon the third (3rd) instance during a single school year of the same elementary school child being denied a meal during school hours, the School Board shall contact the office of community services within the Department of Social Services to report the failure of the parent or guardian to pay for meals which has resulted in repeated denials of meals during school hours.

The School Board shall document each instance that a child is denied a meal in an elementary school.

Charitable funds donated by school employees or other charitable funds may be used to pay for a child's meal in the event that he/she is subject to the denial of a meal during school hours.

No discrimination against any individual shall occur because of his/her inability to pay, nor shall the School Board or any nutrition service provider publish or permit to be published the names of any individual unable to pay for the food.

Any public school employee who discloses the name of any individual unable to pay for such food, either orally or in written form, except as reasonably necessary in the conduct of his/her official duties, shall be subject to the penalties provided in state law. No employee shall disclose such information to any student for any reason.

## FREE AND REDUCED PRICE MEAL APPLICATIONS

Eligibility for participation of students in the free and reduced meal program shall be determined by family meal application or direct certification of participation in migrant, runaway, or homeless education programs. A multi-child, family application to apply for school meal benefits shall be sent to the parents or guardians of each student within the first week of school. Parents shall be requested to complete an application listing all students enrolled in Calcasieu Parish public schools and return it to the determining official for review. The applicant should be made aware that deliberate misrepresentation on the

# September 12, 2017

application may subject him or her to prosecution under applicable state and federal criminal statutes. Such applications (approved and disapproved) and documentation of the action taken shall be maintained for three (3) years after the end of the fiscal year to which they pertain.

State guidelines allow for the limited disclosure of information about free and reduced price meal eligibility without consent of the parent. The information may be used *only* for the purpose authorized and may not be shared with any other parties for any reason. Aggregate information that does not identify individuals continues to be permitted without parental consent. Under the *No Child Left Behind Act* (NCLB), the release of a child's eligibility status is permitted to persons directly connected with and who need to know a child's free and reduced price meal eligibility status in order to administer and enforce the Title I requirements under the NCLB. The statute, however, does not allow the disclosure of any other information obtained from the free lunch application form or obtained through the direct certification information received from the food stamp office.

Revised: October, 1997

Revised: August, 2005

Revised: August, 2010

Revised: October 8, 2013

Revised: September 9, 2014

Ref: [No Child Left Behind Act of 2001](#) (NCLB)

42 USC 1751 et seq. (School Lunch Programs)

42 USC 1771 et seq. (*Child Nutrition*)

7 CFR 210 (*National School Lunch Program*)

7 CFR 220 (*School Breakfast Program*)

La. Rev. Stat. Ann.

§§17:82, 17:191, 17:192, 17:192.1, 17:195, 17:196, 17:197.1, 17:198, 17:199, 39:2101' 40:4

[Louisiana Sanitary Code](#), Louisiana Department of Health and Hospitals

Board minutes [5-9-06](#) [10-5-10](#) [10-8-13](#) [9-9-14](#) ,

## UNPAID MEAL CHARGES – [New Policy \(EEA\)](#)

The National School Lunch and School Breakfast Programs are integral in ensuring that students have access to nutritious meals to support their academic success. It is also imperative to protect the financial stability of the school nutrition program.



# September 12, 2017

The intent of this policy is to establish a process and procedure to handle situations when children eligible for reduced-price or full-price meal benefits have insufficient funds to pay for school meals; as well as for the collection of unpaid meal charges and delinquent account debt.

## PROCEDURE

1. Students who qualify for free meals shall not be denied a reimbursable meal even if they have accrued a negative balance on their account.
2. Students who have money to pay for a reduced-price or full price meal at the time of service must be provided a meal. If the student intended to use the money for that day's meal, the school food authority (SFA) shall not use the money to repay a negative balance or other unpaid meal charge debt.
3. Students without funds to pay for a reduced-price or full price meal are allowed to charge their account for breakfast and/or lunch
4. Students who charge a meal will receive a reimbursable meal.
5. There shall not be a maximum amount or number of meals allowed to charge.
6. Adults shall only be allowed to charge meals up to \$25 and any additional meal or food item will be refused.

## COMMUNICATING THE POLICY

1. Policy *EEA, Unpaid Meal Charges*, shall be communicated to the household by posting on the Calcasieu Parish School Board (CPSB) website.
2. The policy shall be communicated to all School Nutrition Program (SNP) staff and the staff will receive training as part of their professional development.
3. Documentation of the communication and training plan shall be maintained for the Federal Program Administrative Review.

## NOTIFYING THE HOUSEHOLD OF NEGATIVE BALANCES

1. The SFA shall notify households of negative balances by a variety of different methods:

# September 12, 2017

- a. School Messenger shall be utilized to send automated messages to parent's contact numbers. The messages shall be sent once monthly for any negative balance and excessive negative balances. The messages shall differ depending on the situation.
- b. The cafeteria manager shall provide students with printed documentation of negative balances.
- c. A letter from the central office detailing the amount owed and procedure for payment shall be mailed to the parent's address at \$50 negative balance.
- d. A certified letter shall be mailed from the central office detailing the amount owed and procedure for payment to the parent's address at \$150 negative balance.
- e. The consequences of non-payment will be determined on a case-by-case basis.
- f. Students may be denied participation in extracurricular activities such as prom, homecoming dances, and field trips. The denial of participation shall be at the discretion of the principal.
- g. The persons responsible for managing unpaid meal charges are:
  - i. SNP school-based staff shall collect payment for meals at the POS
  - ii. SNP central office shall contact households
  - iii. SNP central office may collect payment

Delinquent debt is allowable in the School Nutrition Program and may be carried over to the next successive school year.

## ASSISTANCE TO HOUSEHOLDS

Households with questions or needing assistance may contact the school office where their student attends or the School Nutrition Program office at 337-217-4360.

New policy:

Ref: 2 CFR Part 200 Section 143 of the Healthy, Hunger-Free Kids Act of 2010; Board minutes,

## **OLD PROCEDURES for Collecting Money**

# September 12, 2017

Next, Mr. Anderson presented staffs recommendation for procedures to collect school lunch charges. He stated that meetings were held with several different people throughout the state for consultation with regards to improve the system.

The ending balance for lunch charges was a total of \$88,261.73 (66%- Paying students, 20%- Free and 14%

- Reduced). Other parishes do not provide an alternate meal due to cost and additional staff needed to make the meal or sandwiches.

A motion was made by Mr. Burleigh, seconded by Mr. Webb and carried to accept staffs recommendations to follow procedures for collecting school lunch charges.

On behalf of the committee, Mr. Dellafosse made a motion to accept the committee recommendation. A second was not needed and on a vote, the motion carried. Mr. Guidry voted against the motion.

Staff

Recommendations

Procedures for Collecting Lunch Charges

1. Send every household a free/reduced form at the end of July with deadlines
2. Follow up with a call from our School Messenger program
3. Provide principals a pre-cert list at the beginning of August
4. Principals given a list every Friday of charges to begin collection
5. All extracurricular activities/trips be denied to students who have an outstanding balance
6. Principals be given their balance amount each month
7. Procedures addressed at Principals In-service prior to beginning of school

A request was made to use radio, TV and the newspaper to relay the information to the parents, students and legal guardians.

Bryan LaRocque called a question to cease discussion, with a second by Mr. Pitre; the motion passed with one NAY vote by Mr. Guidry.

**FILE: JGCE**  
**Cf: GAMC, JDA, JG**

CHILD ABUSE – NEW POLICY

# September 12, 2017

1. The Child Abuse Policy has been revised to reflect the language of Article 609 of the Children's code, in which the mandatory reporter makes the report directly to the appropriate authorities.

## CHILD ABUSE

The Calcasieu Parish School Board shall endeavor to ensure that all instances of child abuse and/or neglect are reported in accordance with appropriate state and local laws and regulations. Therefore, the School Board directs that all school personnel be informed of their responsibilities under law as mandatory reporters when performing their occupational duties.

### DEFINITIONS

*Abuse* means any one of the following acts which seriously endanger the physical, mental, or emotional health of the child:

1. The infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the child by a parent or any other person.
2. The exploitation or overwork of a child by a parent or any other person.
3. The involvement of the child in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the child's sexual involvement with any other person or of the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of this state.

*Caretaker* means any person legally obligated to provide or secure adequate care for a child, including a parent, tutor, guardian, legal custodian, foster home parent, an employee of a public or private day care center, an operator or employee of a registered family child day care home, or other person providing a residence for the child.

*Child*, for purposes of child abuse, is defined as a person under eighteen (18) years of age, who prior to juvenile proceedings, has not been judicially emancipated or emancipated by marriage.

A *mandatory reporter* is any considered to be a teaching or child care provider performing their occupational duties, such as any person who provides or assists in the teaching, training, or supervision of a child, including any public or private teacher, teacher's aide, instructional aide, school principal, school staff member, bus driver, coach, social worker, or any individual who provides such services to a child in a voluntary or professional capacity.

*Neglect* means the refusal or willful failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or

# September 12, 2017

condition of the child, as a result of which the child's physical, mental, or emotional health is substantially threatened or impaired. In accordance with statutory provisions, the inability of a parent or caretaker to provide for a child due to inadequate financial resources shall not, for that reason alone, be considered neglect. Whenever, in lieu of medical care, a child is being provided treatment in accordance with the tenets of a well-recognized religious method of healing which has a reasonable, proven record of success, the child shall not, for that reason alone, be considered to be neglected or maltreated. However, nothing herein shall prohibit the court from ordering medical services for the child when there is substantial risk of harm to the child's health or welfare.

## PROCEDURE FOR REPORTING CHILD ABUSE/NEGLECT

Any *mandatory reporter*, notwithstanding any claim of privileged communication, who has cause to believe that a child's physical or mental health or welfare is endangered as a result of abuse or neglect, as defined by this policy, or that abuse or neglect was a contributing factor in a child's death, in accordance with statutory provisions, shall report immediately suspected abuse/neglect in accordance with the following:

1. When the mandatory reporter ~~having the information shall contact the principal or designee immediately. The principal or other supervising employee suspects that a child has been abused/neglected, he/she~~ shall immediately:

A. When the suspected abuser is believed to be a parent or caretaker, make the report to the Department of Children and Family Services through the designated state child protection reporting hotline telephone number.

B. When the abuse or neglect is believed to be perpetrated by someone other than a parent or caretaker, and a parent or caretaker is not believed to have any responsibility for the abuse or neglect, make the report to a local or state law enforcement agency.

Dual reporting to both agencies is permitted.

2. If the initial report was in oral form, it shall be followed by a written report on the approved form, which written report shall be delivered within five (5) days to the local child protection agency or the local law enforcement agency to whom the initial report was made.

~~3. ——— The principal, assistant principal, or other supervisory employee to whom the initial reporter gave the report shall have the primary responsibility of reporting the information to the appropriate agency as herein provided. The teacher or other Board employee who was the initial reporter is not relieved of responsibility, however, and to ensure that the report is delivered to the appropriate agency as required by law, the principal/designee/supervisory employee shall confer with the initial reporting employee and confirm that the report was made to the appropriate agency. If the principal/designee/ supervisory employee fails or refuses to make a required report, the initial reporting employee shall make the required report to the appropriate agency and shall, within five (5) days of filing the required written report file a confidential report of the entire matter in writing with the Superintendent.~~

The report shall contain the following information, if known:

# September 12, 2017

1. The name, address, age, sex, and race of the child.
2. The nature, extent, and cause of the child's injuries or endangered condition, including any previous known or suspected abuse to this child or the child's siblings.
3. The name and address of the child's parent(s) or other caretaker.
4. The names and all the ages of all other members of the child's household.
5. The name and address of the reporter.
6. An account of how this child came to the reporter's attention.
7. Any explanation of the cause of the child's injury or condition offered by the child, the caretaker, or any other person.
8. The number of times the reporter has filed a report on the child or the child's siblings.
9. Any other information which the reporter believes might be important or relevant.

The report shall also name the person or persons who are thought to have caused or contributed to the child's condition, if known, and the report shall contain the name of such person if he/she is named by the child.

~~If the initial report was in oral form by a mandatory reporter, it shall be followed by a written report made within five (5) days to the local child protection unit, or if necessary, to the local law enforcement agency.~~

## INVESTIGATION OF REPORTS

Admission of the investigator on school premises or access to the child in school shall not be denied by school officials.

## ALLEGATION AGAINST SCHOOL EMPLOYEES OR VOLUNTEERS

When an employee is accused of the use of impermissible corporal punishment or moral offenses involving students, the principal shall immediately notify the Superintendent and initiate an investigation (see procedures under policy *GAMC, Employee Investigations*). If the offender is a central office employee, or principal, the immediate supervisor will initiate an investigation.

Upon any school employee receiving a report of, or information about, child abuse, against another school employee or volunteer, and the employee receiving said information has cause to believe the truthfulness thereof, the reporting procedure as outlined in this policy shall be

# September 12, 2017

followed, depending upon whether the employee or volunteer is considered a caretaker or someone other than a caretaker.

The school employee shall also, as soon as reasonably possible, notify the appropriate immediate supervisor of the accused individual, and that supervisor in turn will as soon as reasonably possible, notify the Superintendent or designee. The Superintendent and the School Board's attorney will determine what appropriate action the school system may take over and above the investigation being conducted by the appropriate state agency. In any incident involving an employee or volunteer which is reported to the Superintendent or designee, the person shall be removed from all activities involving direct contact with students until the matter is resolved.

## ALLEGATIONS OF SEXUAL OFFENSES

The Superintendent or his/her designee shall be required to notify the local law enforcement agency of any allegation made by a student of the commission of a sex offense as defined by La. Rev. Stat. Ann. §15:541. Such notification shall be made by the Superintendent or his/her designee within twenty-four (24) hours of the time the student notified the Superintendent or other appropriate personnel. Any school employee who receives information from a student concerning the possible commission of a sexual offense shall immediately inform the Superintendent and/or his/her designee.

## CONFIDENTIALITY

The circumstances and information of the initial report, the fact that a report was made to an agency, and the written report shall be held in confidence and shall not be disseminated to third parties other than those persons or agencies designated by this policy or required by state law. Any written report or other written information regarding the report shall be kept in a confidential file separate from the child's routine school records and accessible only by the principal/designee/supervisory employee or by court order.

## INSERVICE TRAINING

At the beginning of each school year, each principal shall provide mandated inservice training for mandatory reporters and other school personnel and volunteers on how to recognize and report suspected child abuse or child neglect. Each employee and volunteer shall sign a form indicating he/she has received and understands the guidelines for reporting child abuse/neglect.

## IMMUNITY FROM LIABILITY

Any person who in good faith makes a report, cooperates in any investigation arising as a result of such report, or participates in judicial proceedings authorized under the Louisiana Children's Code shall have immunity from civil or criminal liability that otherwise might be incurred or imposed. This immunity, however, does not extend to (1) a person who participates in or conspires with a participant or an accessory to an offense involving the abuse

# September 12, 2017

or neglect of a child; (2) any person who makes a report known to be false or with reckless disregard for the truth of the report.

## LIABILITY

The Louisiana Children's Code and Louisiana criminal law provide substantial penalties for mandatory reporters who fail to report facts which would support a reasonable belief that child abuse or neglect has occurred. Additionally, educators or other employees of the Calcasieu Parish School Board who fail or refuse to report child abuse/neglect as provided by law or by this policy may be subject to disciplinary and/or dismissal proceedings for neglect of duty.

Revised: September, 2004

Revised: November, 2007

Revised: February 5, 2013

Revised: May, 2017

Ref: La. Rev. Stat. Ann. ' ' 14:403, 15:539, 15:541, 17:81.6; La. Children's Code, Title VI, Art. 601, 603, 609, 610; Board minutes, 4-2-93, 5-11-04, 12-7-04, 4-8-08, 2-5-13.

FILE: GAMB

## NEW POLICY

### **EMPLOYEE DRESS CODE**

The Calcasieu Parish School Board recognizes that teachers and administrators have traditionally upheld high standards of professionalism, including that of appropriate, professional attire. In accordance with that tradition, the Calcasieu Parish School Board embraces the following standards as they relate to employee dress.

## DRESS AND PERSONAL GROOMING

Employees on a daily basis shall dress as professionals, in businesslike attire in order to set a good example for co-employees, students and the general public. Employee dress and grooming shall not detract from the learning/educational environment of students' participation in classes, school programs or other school-related activities. Extremes in style and fit in employee dress and extremes in style of grooming shall not be permitted. Administrators shall be authorized to use their discretion in determining extremes in styles of dress and grooming and what is appropriate and suitable for School Board employees. No



# September 12, 2017

employee shall wear, possess, use, distribute, display, or sell any clothing, jewelry, emblem, blade, symbols, sign, or other things which are affiliated with drugs, alcohol, violence, or gang-related activities. Policies regarding dress and grooming stress the importance of reducing distractions that inhibit learning and are addressed in an attempt to enhance the learning environment.

## GUIDELINES FOR EMPLOYEES, INCLUDING SUBSTITUTES

### Women

#### **Acceptable**

Sleeveless dresses or tops  
tops

Undergarments must be worn  
and not showing

Pants (belts if loops), pantsuits

Skirts/dresses/jumpers/culottes/  
split skirts (no shorter than 2"  
above knee)

Cropped pants/capris

Blazer or jacket, optional  
School-related tee-shirts

Shirts (blouses must be tucked in  
or at an appropriate length so as  
not to expose the midriff at any time

Pierced ears

#### **Unacceptable**

Bare midriff tops, spaghetti straps or tank

See-through or tight-fitting tops/pants/skirts \*\*

Blue denim jeans (except on designated "spirit"  
or "casual" days

Stonewashed/faded/frayed/holes in jeans

Windsuits/sweatsuits/jogging suits/overalls/  
shorts/skorts

Leggings/tights/spandex (as pants)  
Low necklines/suggestive clothing

Tee-shirts

Visible body piercing/facial piercing other than  
ears

Distracting tattoos \*\*

Thongs/flip-flops/crocs/shower shoes/slippers

Caps (indoors)

Hairstyles (cuts, designs, names, and colors,

# September 12, 2017

i.e. blue, green, or unnatural colors) which adversely affect the educational atmosphere of the school will not be permitted. \*\*

## Men

### **Acceptable**

Slacks/trousers/dress pants (belt, if loops, or suspenders worn at waist)

Shirts: polo, oxford, sweater

Blazer, jacket or ties optional

School-related tee-shirts

Pierced ears

### **Unacceptable**

Blue denim jeans (except designated “spirit” or “casual” days)

Sleeveless shirts/tank tops/tee-shirts

Stonewashed/faded/frayed/holes in jeans

Windsuits/sweatsuits/jogging suits/overalls/  
shorts

Tight-fitting tops/pants \*\*

Visible body piercing/facial piercing other than ears

Distracting tattoos \*\*

Caps (indoors)

Hairstyles (cuts, designs, names, and colors, i.e. blue, green, or unnatural colors) which adversely affect the educational atmosphere of the school will not be permitted. \*\*

\*\* Discretion of Supervisor

## Exceptions

1. “Spirit” or “casual” days are as announced or designated by the principal.
2. T&I teachers or agriculture and industrial arts teachers may wear denim jeans
3. Scrubs may be worn only by those working with medically impaired students and Pre-K elementary teachers and aides through grade 5.

# September 12, 2017

## 4. Physical Education Teachers

Physical education teachers may wear windsuits and walking shorts/coaching shorts (no shorter than 2" above the knee.) Stretch shorts/short shorts and tee shirts are unacceptable. Physical education instructors attire is only acceptable in gym and during physical education classes. If a physical education instructor teaches any other class during the day, he/she will change clothes or cover clothing.

## 5. Support Personnel

Support personnel will dress according to their job description requirements with approval of the principal/immediate supervisor.

Cafeteria, Custodial, Maintenance, Mechanic, Transportation, and Warehouse employees will wear CPSB issued uniforms.

Clerical workers/secretaries/aides, and others who work with children and/or inside the school plant, central office or other central locations will comply with the certified dress code.

~~Cafeteria workers will follow the policy designed by Food Service.~~

Bus drivers/bus aides may wear jeans or knee-length shorts with ~~tee-shirts due to the heat.~~ CPSB issued shirts or CPSB issued safety vest. They must wear shoes secured to their feet by either ties or straps.

~~Custodial employees may wear jeans and tee-shirts during the school year.~~

Tee-shirts may not have profane/suggestive/obscene/language or pictures or advertising of alcohol, drug paraphernalia, or illegal substances or be political in nature.

Warehouse, custodial, and maintenance employees must wear close-toed shoes, and knee-length shorts are optional during summer months.

## CONSEQUENCES FOR DRESS CODE VIOLATIONS

1st violation Documented conference with employee and immediate supervisor, an evaluation form be placed in employee school folder

2nd violation Documented conference with employee, Immediate supervisor and appropriate administrative Director. An evaluation form be placed in school folder and Personnel folder in Personnel department

# September 12, 2017

3rd violation Administrative hearing held with employee, immediate supervisor, appropriate Personnel Supervisor and Assistant Superintendent – make recommendation to the Superintendent which could lead to termination

New policy: October, 2010

: La. Rev. Stat. Ann. '17:81; Board minutes, 7-13-10.

On a motion by John Duhon and seconded by Annette Ballard it was recommended to accept **Policies JGB, EE, EEA, JGCE, DJE, DJED, GAMB**, as presented.

**On behalf of the committee, Mr. Tarver offered a motion to approve. A second was not needed and on a vote, the motion carried.**

Then, Dr. LaFargue discussed Master Service Agreement.

Several months ago CPSB went through an extensive process to solicit and review potential firms that could offer contracted facilities masters planning services. After narrowing the firms to two of those responding, the Board determined that the project was cost prohibitive. With pending bond issues and continued growth in the area we will likely still have opportunities that require individual services that the companies were offering.

C.S.R.S., one of the two final companies, which has a local office here in Calcasieu Parish has continued to stay involved in our local discussions and issues. They have pointed out that while we won't pursue a Parishwide plan, there are individual services the Board may need in certain areas and circumstances. We have asked C.S.R.S. to submit a Master Services Agreement for Professional Services, whereby we could task them to handle specific projects as they arise on an hourly basis. Examples we might ask them to do include:

- A 5-year forecast of student enrollment
- A general assessment of the existing conditions of existing schools to identify facility needs based on deferred maintenance, capacity and educational adequacy
- Documentation of identified facility and infrastructure deficiencies
- Recommendations for solutions to address the identified deficiencies
- Recommendations for new school facilities (if needed)

# September 12, 2017

- Packaging and phasing recommendations of agreed upon facility improvements to match available and anticipated funding
- Establishing a master budget and schedule for agreed upon facility improvements
- Strategic planning and guidance for identifying and pursuing funding for agreed upon facility improvements

On a motion by Mack Dellafosse and seconded by Annette Ballard the Master Agreement failed.

Teri Johnston, Calcasieu Federation of Teachers, spoke on a blue card.

Next, Dr. LaFargue discussed Signing Bonuses/Incentive Supplement for New Certified Teachers to our System.

Seeking permission to research signing bonuses offered new certified teachers to our parish who sign contracts to teach at low-performing schools.

In aligning with the concept of a Turn-around Principal, staff is asking permission to research criteria and possible implementation of incentive pay for certified teachers new to our system who commit to teaching at low performing schools. Staff feels this would give us an incentive to assist in recruiting efforts throughout the area and the state.

On a motion by Mack Dellafosse and seconded by Annette Ballard it was recommended to accept the Signing Bonuses/Incentive Supplement for New Certified Teachers to our System.

**On behalf of the committee, Mr. Tarver offered a motion to approve. A second was not needed and on a vote, the motion carried.**

Teri Johnson, Calcasieu Federation of Teachers, spoke on a blue card.

There being no further business to discuss, on a motion by Ron Hayes and seconded by Annette Ballard, the committee adjourned the meeting at 7:05 pm.

Shannon LaFargue  
Secretary

## **TAKE APPROPRIATE ACTION**

Mr. Hayes read the following items:

# September 12, 2017

## A. Approval of Resolution Authorizing Marketing and Sale of General Obligation Refunding Bonds of School District #34

Lake Charles, Louisiana September 12, 2017

The Calcasieu Parish School Board, governing authority of School District No. 34 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 September 12, 2017, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

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

ABSENT:       Damon Hardesty, Aaron Natali, Alvin Smith, Mack Dellafosse, Dean Roberts

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

Thereupon, upon motion made by Eric Tarver and seconded by John Duhon, the following resolution was adopted, the vote thereon being as follows:

YEAS:   10

NAYS:   0

ABSENT:       5

NOT VOTING: 0

# September 12, 2017

## RESOLUTION

### **A RESOLUTION AUTHORIZING THE SUPERINTENDENT TO APPROVE THE TERMS OF MARKETING AND SALE OF GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 34 OF CALCASIEU PARISH, LOUISIANA, 2017 SERIES, AND TO EXECUTE BOND PURCHASE AGREEMENTS IN CONNECTION THEREWITH.**

WHEREAS, on March 8, 2016, the Board, acting as the governing authority of School District No. 34, authorized School District No. 34 to proceed with an advance refunding of the callable maturities of School District No. 34's outstanding General Obligation Refunding Bonds, 2009 Series B (the "Series 2009B Bonds"), involving the proposed issuance by School District No. 34 of not exceeding \$5,400,000 General Obligation Refunding Bonds, 2016 Series B (the "Bonds");

WHEREAS, such Series 2009B Bonds were not refunded in 2016 due to market conditions and there currently exists an opportunity to proceed with the refunding transaction and the Board desires to change the description of the Bonds to General Obligation Refunding Bonds, 2017 Series (the "Series 2017 Bonds");

WHEREAS, the Board, acting as the governing authority of School District No. 34, previously selected Crews & Associates, Inc. to act as underwriter of the Bonds and desires to change such selection and hereby employs Raymond James & Associates, Inc. to act as the underwriter (the "Underwriter") of the Series 2017 Bonds;

WHEREAS, the Underwriter, must distribute to prospective purchasers of the refunding bonds of School District No. 34, certain information to aid and assist those persons or institutions interested in purchasing the Series 2017 Bonds, in the form of a Preliminary Official Statement;

# September 12, 2017

WHEREAS, it is necessary or desirable to designate by resolution the individual who, for and on behalf of this Board and the School District, can approve the terms of the Preliminary Official Statement, the Official Statement, the Bond Purchase Agreement between the Board, acting as the governing authority of School District No. 34 and the Underwriter (the “Bond Purchase Agreement”) and of the Bonds most advantageous to the Issuer in a fluctuating market environment;

NOW THEREFORE, BE IT RESOLVED by the Parish School Board of Calcasieu Parish, Louisiana, as the governing authority of School District No. 34 of Calcasieu Parish, Louisiana as follows:

SECTION 1. The Board, acting as the governing authority of School District No. 34 of Calcasieu Parish, hereby employs Raymond James & Associates, Inc. as underwriter of the Series 2017 Bonds.

SECTION 2. The Superintendent is hereby given permission to approve terms of the Preliminary Official Statement, the Official Statement, the Bond Purchase Agreement and sale of the Bonds at interest rates and terms most advantageous to the respective School Districts, within the parameters previously approved by the Board.

SECTION 3. The Chief Financial Officer is hereby authorized and empowered to effect and implement any necessary amendments and changes necessary in order to market the Bonds, which amendments and changes may be requested or required by the rating agencies, the municipal bond insurer, the Underwriter, bond counsel, or the municipal bond market generally, and. to execute Bond Purchase Agreement with Raymond James & Associates,



# September 12, 2017

Inc., under such terms and conditions as are most favorable to the School District.

SECTION 4. All actions heretofore taken by the Calcasieu Parish School Board and by the officers thereof or on their behalf, not inconsistent herewith directed toward preparation and delivery of Preliminary Official Statement are hereby ratified, approved and confirmed.

ADOPTED AND APPROVED on this 12<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
RON HAYES, President

\_\_\_\_\_  
KARL BRUCHHAUS, Secretary

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

## **B. Permission to purchase computers at State Contract prices**

**Memorandum**  
**To:** Board Members  
**From:** Karl Bruchhaus, Superintendent  
**Date:** September 12, 2017  
**Subject:** Computer Purchases

State testing for all 5<sup>th</sup> through 8<sup>th</sup> graders and for high school End of Course exams are all required to be on computer. As the state's computer testing guidelines have evolved, we have realized that many of our schools are struggling with providing computer time necessary to get all testing completed. The Technology Department has spent the last several weeks reviewing the number of computers at each school that are capable of meeting the newest state on-line requirements.

Staff is requesting permission to purchase 1200 Dell laptop computers at the CPSB state contract price. The estimated \$684,000 expenditure would be funded from Assigned General Fund Balance for E-Rate, which is currently \$1,000,000 set aside for technology related purchases.

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

## **BID REPORTS**

Mr. Hayes read the following item:

# September 12, 2017

## A. Bid 2018-23 Small Equipment, Wares/Food Service Dept. Funds

### **BID REPORTS:**

ALL BIDS WERE POSTED ON [WWW.CENTRALBIDDING.COM](http://WWW.CENTRALBIDDING.COM) AND [WWW.CPSB.ORG](http://WWW.CPSB.ORG)

**BID 2018-23 SMALL EQUIPMENT/WARES, FOOD SERVICE DEPT.** was opened on **September 7, 2017 @ 10AM**

### BIDS WERE SENT TO THE FOLLOWING:

CALICO INDUSTRIAL  
ECONOMICAL JANITORIAL  
LAFAYETTE RESTAURANT  
NOLA RESTAURANT SUPPLY  
PON FOOD CORP  
SW BAR NEEDS  
SYSCO NEW ORLEANS

### BID RESULTS AS FOLLOWS:

ALACK	\$ 1,469.85
CLARK ASSOCIATES	\$ 3,359.23
ECONOMICAL JANITORIAL	\$10,571.83
EQUIPMENT CONCEPTS	\$ 147.50
SAM TELL	\$ 1,686.33
SW BAR NEEDS	\$16,209.45
TOTAL:	\$33,444.19

The staff recommends awarding as indicated above as the lowest responsible responsive bidders.

On a motion to approve by Mr. Breaux and seconded by Mr. Hardy, the motion carried.

## **PERMISSION TO ADVERTISE**

Mr. Hayes read the following item:

### A. E-Rate Services and Equipment for 2018-2019 fiscal year

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

## **CORRESPONDENCE**

Mr. Hayes read the following items:

A. Change Order Number Three (3) for the Project, "Classroom Pods – Phase X", Project #1715; Champeaux, Evans, Hotard, Designer; Miller & Associates, Contractor; *Increase* of \$46,070.53 and *Increase* of forty three (43) days.

Submitting a blue card to speak to the Board:

# September 12, 2017

Vicky Johnston, representing CAE

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

**B.** Change Order Number Four (4) for the Project, “Classroom Pods – Phase X”, Project #1715; Champeaux, Evans, Hotard, Designer; Miller & Associates, Contractor; *Increase* of \$144,407.87 and *Increase* of twenty five (25) days.

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

**C.** Change Order Number Three (3) for the Project, “Prien Lake Access Road”, Pat Williams Construction, LLC, Contractor, Conner Engineering, Architect; *Decrease* of \$3,485.00.

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

**D.** Recommendation of Acceptance for the Project, “Access Road for Student Drop-Off at Prien Lake Elementary”, Conner Engineering, LLC, Architect; Pat Williams Construction, LLC, Contractor.

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

## **CONDOLENCE/RECOGNITION**

A letter of condolence was requested by Mrs. Ballard, Mr. Hardy, and Mr. Hayes to the family of Mr. David Buller.

Mrs. Ballard congratulated Lori Benoit, a teacher at Barbe High School, the recipient of the 2017 Yale Educator Award.

Mr. Duhon asked for a letter of condolence to the family of Mr. Jay Guillory, a former counselor at Sam Houston High School.

## **SCHEDULE OF BOARD MEETING/COMMITTEES**

**September 26, 2017** Budget Committee/C&I Committee to follow

**October 10, 2017** CPSB Meeting

**November 14, 2017** CPSB Meeting

**November 28, 2017** Insurance Committee  
A&P Committee

# September 12, 2017

December 12, 2017 CPSB Meeting

## ADJOURN MEETING

On a motion to adjourn by Mr. Tarver and a second by Mr. Hardy, the meeting was adjourned at 6:11 p.m.

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Ron Hayes, President

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Karl Bruchhaus, Secretary

**MINUTES  
BUDGET/FISCAL MANAGEMENT COMMITTEE MEETING  
September 26, 2017**

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Tuesday, September 26, 2017 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. Mr. Tarver led the prayer and Mrs. Ballard led the pledge of allegiance. A quorum was present.

Present: Committee members Annette Ballard, Russell Castille, John Duhon, Glenda Gay, Damon Hardesty, Aaron Natali, Eric Tarver, Wayne Williams and Secretary, Wilfred Bourne. Other Board members present were Chad Guidry and Ron Hayes.

Absent: Mack Dellafosse, Alvin Smith, Dean Roberts and Billy Breaux

Due to both the Chairman and Vice Chairman being absent, Board President Ron Hayes appointed John Duhon as acting Chairman. Mr. Duhon called the meeting to order and then introduced the first item on the agenda, the 2017-2018 General Fund Budget Revision #1.

Mr. Bourne then presented the 2017-2018 General Fund Budget Revision #1 which included revenues and other sources of funds of \$330,166,556, an increase of \$34,730 and expenditures and other uses of funds of \$334,109,858, an increase of \$1,667,190 over the original budget. General Fund Budget Revision #1 projects a current deficit of \$3,943,302 resulting in a projected unassigned fund balance of \$49,045,358 or 14.85% of projected revenues.

5:05 p.m. Mr. Smith entered the meeting.

5:07 p.m. Mr. Breaux entered the meeting.

On motion by Mr. Tarver, seconded by Mrs. Ballard, it was recommended to approve the 2017-2018 General Fund Budget Revision #1 as presented.

Next, Wayne Foster Director of Internal Auditing, presented an update on the School Fees for the 2017-2018 school year. A comparison fee schedule indicated Additions, Change or No Change from 2016-2017 for each school in Calcasieu Parish. There was much discussion about the necessity of several office/administrative fees and staff was asked to look at ideas on how to consolidate them. A motion was made by Mr. Hayes and seconded by Mr. Smith to accept the report.

Blue card submitted:  
Ken Stratton

Mr. Bourne then gave a brief update on the Out-of-State Travel policy and procedures that CPSB has been using since October 2014. Mr. Duhon made a motion to amend the original policy to expand the travel area to nationwide outside the 6-7 hour driving distance once every three (3) years, up to three (3) times in their tenure with CPSB for an individual and no more than four (4) members from one site at any one time. Mr. Hayes seconded the motion. After much discussion and a vote of 7-5 in favor, the changes were accepted.

6:11 p.m. Mr. Tarver left the meeting.

The next item presented was information concerning the public auction of surplus items. The auction will be held at the Burton Coliseum on Friday and Saturday, October 6-7, 2017. Pedersen & Pederson Auctions, Inc. will conduct the auction. Staff is still compiling the list at this time and will email board members when completed and will have it available at the October Board meeting.

On a motion by Mrs. Ballard and seconded by Mr. Hayes and approved, it was recommended to declare listed items as surplus and authorize the items to be sold at auction on October 6-7, 2017.

The last item on the agenda was a Riverboat Funds update that included the status of each pod being constructed in Pod Project 10 followed by projected results of financial operations of the Riverboat fund for fiscal year 2017 and fiscal year 2018. This was presented as information only and did not require any action.

There being no further business to discuss, on motion by Mrs. Ballard and seconded by Mr. Hayes, the committee adjourned the meeting at 6:13 p.m.

Wilfred Bourne  
Secretary

**MINUTES  
CURRICULUM & INSTRUCTION COMMITTEE MEETING  
September 26, 2017**

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, September 26<sup>th</sup>, 2017 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Annette Ballard; Chair, Aaron Natali; Vice Chair, Fred Hardy, Alvin Smith, Russell Castille, Damon Hardesty, Chad Guidry.  
Committee Members Absent: Dean Roberts, Eric Tarver.

The C&I Committee Meeting was called to order at 6:20 pm. by Annette Ballard, Chairman. A quorum was present.

Mr. Campbell introduced the approval of the 2017-2018 Textbook Adoption Committees for High School Science and Career and Technical Education. A motion was made by Damon Hardesty and seconded by Alvin Smith to accept staff's recommendations to accept the Textbook Adoption Committees and it passed unanimously.

Mr. Campbell then submitted a request for permission to accept School Redesign Grant for schools identified as "Persistently Struggling".

Mr. Campbell introduced the School Redesign Grant first, by the viewing of a PowerPoint which describes the fundamentals of the Grant. Upon completion of the PowerPoint, Mr. Campbell explained the benefits Calcasieu Parish School Board would receive from approval of this Grant.

The School Redesign Grant would allow the recruitment of highly effective teachers and administrators to these persistently struggling schools. Increase teacher retention rates at each school. Help implement a set of research-based strategies across an entire zone made up of schools with similar challenges. Assign a single zone leader who will focus solely on the schools within the zone and monitor to ensure full implementation of the grant initiates, holding each school and zone as a whole accountable for growth toward their identified goals.

This Redesign Grant will provide millions of dollars to implement our district school improvement plan for persistently struggling schools.

If unsuccessful, a State approved plan will need to be implemented without financial assistance.

A motion was made by Chad Guidry and seconded by Fred Hardy to grant permission to accept School Redesign Grant and it passed unanimously.

There being no further business to discuss, Mrs. Ballard requested a motion to adjourn at 7:18 p.m. which was made by Billy Breaux and seconded by Ron Hayes.

Tommy Campbell  
Secretary

To: Karl Bruchhaus, Superintendent  
From: Margaret Goode, Grants Supervisor  
CC: Tommy Campbell, CAO  
Subject: Board Approval for Grant Proposals

October 2, 2017

I am requesting Board approval on October 10, 2017, for the following Grant Proposal which was unanimously approved by the Calcasieu Parish School Board Curriculum & Instruction Committee on September 26, 2017:

**Grant Title:** Redesign for Eligible Persistently Struggling Schools

**Funding Authority:** Louisiana Department of Education

**Person Applying for Grant:** Margaret Goode, Grants Supervisor

**Grant Amount:** \$10,096,379

**Grant Period:** January 1, 2018 – June, 2021

## Renewing, Reforming, Rebuilding: Calcasieu Parish R<sup>3</sup> Zone

The **Calcasieu Parish R<sup>3</sup> Zone** will target Calcasieu's nine most persistently struggling schools in building a collective school turnaround plan to ensure every student in these schools is able to succeed. The CPSB will utilize proven solutions for school improvement, including the establishment of the *focused R<sup>3</sup> Transformation Zone* with NIET/TAP processes to support the teachers in developing effective practices based on current school data, as well as provision for additional resources to the struggling schools, ensuring that all students are accessing educational opportunities that will put them on the path to lifelong success.

As these nine schools have been struggling for several years, improving student achievement is the highest priority of the CPSB Redesign Plan for transformation in the eligible schools. All aspects of the transformation school improvement plan and all related decisions must contribute to the goal of making substantial, *measurable* academic gains for students and elevating school performance to higher achievement scores on an accelerated timeline to show *significant* progress by the end of school year 2021. On the other hand, overwhelming evidence shows that *effective* teachers are the most important factor contributing to student achievement. "Although curricula, reduced class size, district funding, family and community involvement all contribute to school improvement and student achievement, the most influential factor is the teacher" (Stronge, 2003). Therefore, recruiting, training, and retaining effective teachers must be a priority for these schools to sustain school improvement. Calcasieu's four goals are interrelated:

- To *increase* teacher certifications, recruitment, retention, and attendance
- To *increase* teacher *and* leader effectiveness by strengthening the support and evaluation system
- To *increase* student performance in ELA and math
- To *increase* the graduation rate at LGHS and WMHS

We believe that improving our workforce talent *significantly* through *focused, intensive, and aligned* support *specifically designed* for the Zone schools will increase teacher effectiveness which, in turn, will increase student performance and the graduation rate.



**BOND RESOLUTION**

**A resolution providing for issuance, sale and delivery of \$3,840,000 General Obligation Refunding Bonds of School District No. 34 of Calcasieu Parish, Louisiana, 2017 Series; prescribing the form, fixing the details and providing for the rights of the owners thereof; providing for payment of the principal of and interest on such bonds and application of proceeds thereof to refunding certain public school improvement bonds of said District; and providing for other matters in connection therewith.**

WHEREAS, School District No. 34 of Calcasieu Parish, Louisiana (the "District") held an election on July 20, 2002, within said District, wherein the following proposition was proposed to and approved by the electorate of the District, to-wit:

**BOND PROPOSITION**

Shall School District No. 34 of Calcasieu Parish, Louisiana (the "District"), incur debt and issue bonds in an amount not exceeding \$34,000,000 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 within and for said School District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public, which said bonds shall be retired with, paid from and secured by ad valorem taxes on all taxable property within the limits of the District sufficient in rate and amount to pay said bonds in principal and interest?

WHEREAS, the District has heretofore issued \$11,725,000 of its General Obligation Refunding Bonds, 2009 Series B, dated December 31, 2009 on original issue, of which \$7,065,000 is currently outstanding (the "2009 Bonds") which are payable from a pledge and dedication of that portion of the net avails or proceeds of ad valorem taxes levied on all properties subject to taxation within the District, all in accordance with Article VI, Section 33 and Article VII, Section 26(E) of the Constitution of the State of Louisiana, and those portions of Part II of Article VII of the Constitution of 1974 of the State of Louisiana not repealed by the 1977 Louisiana Legislature, and Subpart A of Part III of Chapter 4 of Sub-Title II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and all other laws on the same subject matter; and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana, governing authority of the District has found and determined that advance refunding certain callable maturities of the 2009 Bonds, consisting of those 2009 Bonds which mature on January 15, 2022 to January 15,

2025, inclusive (the "Refunded Bonds"), would be advantageous to the District;

WHEREAS, the Calcasieu Parish School Board has adopted a preliminary resolution on March 8, 2016, expressing its intention to issue general obligation refunding bonds of the District in an amount not to exceed \$5,400,000 pursuant to the Act, to advance refund the Refunded Bonds;

WHEREAS, the State Bond Commission, on April 21, 2016 and September 21, 2017, granted authority for issuance of the Bonds in the principal amount not exceeding \$5,400,000, said Bonds to bear interest at a rate or rates not exceeding 4.5% per annum;

WHEREAS, pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of the District to adopt this Bond Resolution in order to provide for issuance by the District of \$3,840,000 principal amount of its General Obligation Refunding Bonds, 2017 Series (the "Bonds"), for the purpose of advance refunding the Refunded Bonds, to fix the details of the Bonds and to sell the Bonds to the purchasers thereof;

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

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

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

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

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

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

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

**"2009 Bonds"** shall mean \$11,725,000 of School District No. 34 of Calcasieu Parish, Louisiana, 2009 Series dated as of December 31, 2009, of which \$7,065,000 is currently outstanding.

**"Act"** shall mean Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority.

**"Bond" or "Bonds"** shall mean Bonds, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond. The Bonds shall be secured by and payable from ad valorem taxes levied upon taxable properties within the District.

**"Bondholder," "Registered Owner," or "Owner"** shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent.

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

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

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

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

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

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

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

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

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

**“District”** shall mean School District No. 34 of Calcasieu Parish, State of Louisiana.

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

**“Escrow Agreement”** shall mean the Escrow Deposit Agreement dated as of October 1, 2017, between the District and the Escrow Agent, substantially in the form attached hereto as **Exhibit E**, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

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

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

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

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

**“Interest Payment Date”** shall mean January 15 and July 15 of each year, commencing January 15, 2018.

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

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

and delivered pursuant to the Bond Resolution; and

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

**“Outstanding Bonds”** shall mean the Bonds and the 2009 Bonds.

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

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

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

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

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

**“Refunded Bonds”** shall mean those bonds of the District’s outstanding 2009 Bonds dated as of December 31, 2009 on original issue, maturing January 15, 2022 to January 15, 2025, inclusive, which are being advance refunded by the Bonds, as more fully described in **Exhibit A** hereto.

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

**“State”** shall mean the State of Louisiana.

**“Underwriter”** shall mean Raymond James & Associates, Inc., Baton Rouge, Louisiana.

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

[End of Article I]

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1. Authorization of Bonds. (a) This Bond Resolution creates an issue of Bonds to be designated “General Obligation Refunding Bonds, 2017 Series, of School District No. 34 of Calcasieu Parish, Louisiana” and provides for the full and final payment of the principal or redemption price of, and interest on all the Bonds.

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

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

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

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

SECTION 2.3. Obligation of Bonds. The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Pledged Tax Revenues. The Pledged Tax Revenues are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for payment of the Bonds in principal, premium, if any, and interest as they shall become due and payable, and for other purposes hereinafter set forth in this Bond Resolution. All of the Pledged Tax Revenues shall be set aside in a separate fund as hereinafter provided, and shall be and remain pledged for the security and prompt payment of the

Bonds, in principal, premium, if any, and interest and for all other payments provided for in this Bond Resolution until such Bonds shall have been fully paid and discharged.

SECTION 2.4. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized issuance of \$3,840,000 principal amount of Bonds to be designated "General Obligation Refunding Bonds of School District No. 34 of Calcasieu Parish, Louisiana, 2017 Series," for the purpose of advance refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof within a single maturity, and shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on January 15 in the years and in the principal amounts and shall bear interest, payable on January 15 and July 15 of each year commencing January 15, 2018, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

DUE MATURITY	INTEREST	
(January 15)	AMOUNT	RATE
2018	\$ 45,000	2.000%
2022	895,000	3.000%
2023	935,000	3.000%
2024	965,000	4.000%
2025	1,000,000	4.000%

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

[End of Article II]

## ARTICLE III

### GENERAL TERMS AND PROVISIONS OF THE BONDS

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

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

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

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

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



expenses as the District, and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the District may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the District, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This Bond is issued to replace a lost, canceled or destroyed Bond under the authority of La. R.S. 39:971 through 39:974."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[End of Article III]

## ARTICLE IV

### PAYMENT OF BONDS; DISPOSITION OF FUNDS

SECTION 4.1. Deposit of Funds With Paying Agent. The District covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from collection of the Pledged Tax Revenues or other funds available for such purpose, at least one (1) Business Day in advance of the date on which payment of principal, premium, if any, and/or interest falls due on the Bonds, funds fully sufficient to pay promptly the principal, premium, if any, and interest so falling due on such date.

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

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Tax Revenues shall be deposited as the same may be collected to the credit of the District, in a separate and special bank account established and maintained with the regularly designated fiscal agent of the Calcasieu Parish School Board and designated "School District No. 34 General Obligation Refunding Bond Sinking Fund" 2017 Series (the "Sinking Fund"). Funds on deposit in the Sinking Fund shall constitute dedicated funds of the District, from which appropriations and expenditures by the District shall be made solely for the purposes of paying the principal of, interest on, and redemption premium, if any, of the Bonds. Said fiscal agent shall transfer from said Sinking Fund to the paying agent bank or banks for all Bonds payable from said fund, at least one (1) Business Day in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

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

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

SECTION 4.5. Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 4.3, investments shall be valued at the lower of

cost or market price, exclusive of accrued interest. With respect to the Sinking Fund valuation shall occur annually. If any investment in the Sinking Fund ceases to be a Qualified Investment, then such non-conforming investment shall be sold or liquidated and the proceeds thereof invested in Qualified Investments.

[End of Article IV]

## **ARTICLE V**

### **REDEMPTION OF BONDS**

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

SECTION 5.2. Purchase of Bonds. The Paying Agent shall endeavor to apply any moneys furnished by the District for the redemption of Bonds (but not committed to the redemption of Bonds as to which notice of redemption has been given) to the purchase of appropriate outstanding Bonds. In accordance with Section 3.4, any Bonds so purchased shall be canceled. Subject to the above limitations, the Paying Agent, at the direction of the District, shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) with monies made available by the District for such purpose, provided, however, that the Paying Agent shall not expend amounts for the purchase of Bonds of a particular maturity (excluding accrued interest, but including any brokerage or other charges) in excess of the amount that would otherwise be expended for the redemption of Bonds of such maturity, plus accrued interest, and, provided further, that the District may, in its discretion, direct the Paying Agent to advertise for tenders for the purchase of Bonds not less than sixty (60) days prior to any date for redemption of Bonds.

[End of Article V]

## ARTICLE VI

### PARTICULAR COVENANTS, ADDITIONAL BONDS

SECTION 6.1. Obligation of the District in Connection with Issuance of the Bonds. As a condition of issuance of the Bonds, the District hereby binds and obligates itself to: (a) deposit irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived from issuance and sale of the Bonds, together with additional moneys of the District, as will enable the Escrow Agent to pay in full (the 2009 Bonds on January 15, 2020, the principal of and interest on the Refunded Bonds; (b) deposit in trust with the Escrow Agent such amount of the proceeds of the Bonds as will enable the Escrow Agent to pay the Costs of Issuance and the costs properly attributable to establishment and administration of the Escrow Fund.

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

SECTION 6.3. Tax Covenants. (A) To the extent permitted by the laws of the State, the District will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The District shall not take any action or fail to take any action, nor shall they permit at any time or times any of the proceeds of the Bonds or any other funds of the District to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

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

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

SECTION 6.4. Obligation to Collect Taxes. The District recognizes that the Governing Authority is bound under the terms and provisions of law, to levy and impose and cause enforcement and collection ad valorem taxes which secure issuance of the Bonds, and to provide for the proper application thereof, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Governing Authority from altering or amending from time to time as may be necessary the resolutions and/or ordinances adopted providing for levying, imposition, enforcement and collection of ad valorem taxes or any subsequent resolution and/or ordinance providing therefor, provided that such alterations or amendments shall not be made in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. The resolutions and/or ordinances imposing ad valorem taxes and pursuant to which ad valorem taxes are being levied, collected and allocated, and the obligation to

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

SECTION 6.5. Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the District shall require all of its officers and employees who may be in a position of authority or in possession of money derived from collection of the ad valorem taxes, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the District from loss.

SECTION 6.6. District to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the District shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of receipts of ad valorem taxes, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the District shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State (or his successor) or by a recognized independent firm of certified public accountants showing receipts of and disbursements made for the account of the Sinking Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds. The District further agrees that the Paying Agent and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the District relating to the Pledged Revenues.

SECTION 6.7. Pledged Tax Revenues Not Encumbered. As of this date, the Pledged Tax Revenues are not pledged or encumbered in any way, except to payment of the Outstanding Bonds and other bonds previously issued by the District.

[End of Article VI]



## ARTICLE VII

### SUPPLEMENTAL BOND RESOLUTIONS

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

SECTION 7.2. Supplemental Resolutions Effective With Consent of Owners. Except as provided in Section 7.1, any modification or amendment of the Bond Resolution or of the rights and obligations of the District and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental resolution, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the District to levy and collect the ad valorem taxes for payment of the Bonds as provided herein, without consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto. For purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Bond Resolution if the same adversely affects or diminishes the rights of the Owners of said Bonds.

[End of Article VII]

## **ARTICLE VIII**

### **PARITY BONDS**

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

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

[End of Article VIII]

## ARTICLE IX

### REMEDIES ON DEFAULT

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

- (a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or
- (b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or
- (c) if default shall be made by the District in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Resolution, any supplemental resolution or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the District by the Owners of not less than 25% of the Bond Obligation (as defined in the Bond Resolution); or
- (d) if the District shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

then, upon the happening and continuance of any Event of Default, the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law. Under no circumstances may the principal or interest of any of the Bonds be accelerated. All remedies shall be cumulative with respect to the Paying Agent, the Owners; if any remedial action is discontinued or abandoned, the Paying Agent, the Owners shall be restored to the former positions.

[End of Article IX]

**ARTICLE X**  
**CONCERNING FIDUCIARIES**

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

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

SECTION 10.3. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least \$30,000,000, or assets under management of at least \$25,000,000, and (iii) be subject to supervision or examination by Federal or state authority. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

[End of Article X]

## ARTICLE XI

### MISCELLANEOUS

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

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

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

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

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

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

in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

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

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

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

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

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

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

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

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

SECTION 11.8. Severability. In case any one or more of the provisions of the Bond Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory

provision enacted after the date of the Bond Resolution which validates or makes legal any provision of the Bond Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Resolution and to the Bonds.

SECTION 11.9. Publication of Bond Resolution; Peremption. This Bond Resolution shall be published one time in the official journal of the Governing Authority; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication. For thirty days after the date of publication, any person in interest may contest the legality of this Bond Resolution, any provision of the Bonds, the provisions therein made for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to authorization and issuance of the Bonds. After the said thirty days, no person may contest the regularity, formality, legality or effectiveness of this Bond Resolution, any provisions of the Bonds to be issued pursuant hereto, the provisions for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to their authorization and issuance, for any cause whatever. Thereafter, it shall be conclusively presumed the Bonds are legal and that every legal requirement for issuance of the Bonds has been complied with. No court shall have authority to inquire into any of these matters after said thirty days.

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

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

[End of Article XI]

## ARTICLE XII

### SALE OF BONDS

SECTION 12.1. Sale of Bonds. The Bonds are hereby awarded to and sold to the Underwriter at a price of \$4,159,463.35 comprised of \$3,840,000 principal, plus \$350,183.35 of Original Issue Premium, less \$30,720.00 Underwriter's Discount, and under the terms and conditions set forth in the Bond Purchase Agreement in form substantially as attached hereto as **Exhibit B**, and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Underwriter or its agents or assigns, upon receipt by the District of the agreed purchase price. The Bond Purchase Agreement attached hereto as **Exhibit B** is hereby approved and accepted and the Executive Officers are hereby authorized, empowered and directed to accept same on behalf of the District and deliver or cause to be executed and delivered all documents required to be executed on behalf of the District or deemed by them necessary or advisable to implement this Bond Resolution or to facilitate the sale of the Bonds.

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

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

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

[End of Article XII]



## ARTICLE XIII

### REDEMPTION OF REFUNDED BONDS

SECTION 13.1. Call for Redemption. Subject only to delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption on January 15, 2020, at a redemption price of 100% of the principal amount of each bond so redeemed, and accrued interest to the date of redemption, in compliance with the resolution authorizing their issuance.

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

[End of Article XIII]

## ARTICLE XIV

### CONTINUING DISCLOSURE UNDERTAKING

SECTION 15.1. Continuing Disclosure. The Chief Financial Officer of the Calcasieu Parish School Board, as governing authority of the District, is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in Appendix E of the Official Statement issued in connection with the issuance and sale of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

[End of Article XIV]

ADOPTED AND APPROVED on this 10<sup>th</sup> day of October, 2017.

/s/ Ron Hayes  
RON HAYES, President  
Calcasieu Parish School Board

ATTEST:

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

Exhibit A  
TO BOND RESOLUTION

**OUTSTANDING BONDS TO BE REFUNDED**

**GENERAL OBLIGATION REFUNDING BONDS  
OF SCHOOL DISTRICT NO. 34  
OF CALCASIEU PARISH, LOUISIANA  
2009 SERIES B**

<u>MATURITY</u> <u>DATE</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP</u> <u>NO.</u>
01/15/2022	895,000	4.0000%	128534 FC3
01/15/2023	940,000	4.0000%	128534 FD1
01/15/2024	975,000	4.0000%	128534 FE9
01/15/2025	1,015,000	4.0000%	128534 FF6

The Refunded Bonds will be called for redemption on January 15, 2020, at a price of par and accrued interest through the redemption date.

Exhibit B  
TO BOND RESOLUTION  
**BOND PURCHASE AGREEMENT**

BOND PURCHASE AGREEMENT

**\$3,840,000**  
**GENERAL OBLIGATION REFUNDING BONDS, 2017 SERIES**  
**SCHOOL DISTRICT NO. 34**  
**OF CALCASIEU PARISH, LOUISIANA**

September 27, 2017

School District No. 34 of Calcasieu Parish, Louisiana  
Lake Charles, Louisiana

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "*Underwriter*"), being duly authorized, hereby offers to enter into this Bond Purchase Agreement (this "*Bond Purchase Agreement*") with School District No. 34 of Calcasieu Parish, Louisiana (the "*Issuer*" or the "*District*") for the purchase of the Series 2017 Bonds (as hereinafter defined) by the Underwriter.

This offer is made subject to the written acceptance of this Bond Purchase Agreement by the Issuer on or before 7:00 p.m. prevailing Central Time on the date hereof, as authorized by the Issuer by resolutions adopted by the Calcasieu Parish School Board, as governing authority of the Issuer, on March 8, 2016 and September 12, 2017 (collectively, the "*Bond Resolution*"), and if not so accepted and approved, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer by the Underwriter at any time prior to the acceptance of this Bond Purchase Agreement.

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

SECTION 1  
PURCHASE, SALE AND DELIVERY OF THE SERIES 2017 BONDS

(a) Upon the terms and conditions and upon the basis of the representations, warranties, and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, \$3,840,000 in aggregate principal amount of its General Obligation Refunding Bonds, 2017 Series (the "*Series 2017 Bonds*"). The Series 2017 Bonds shall bear interest at the rates per annum and mature on the dates and in the amounts set forth in Exhibit A hereto. The purchase price of the Series 2017 Bonds shall be \$4,159,463.35 (representing \$3,840,000.00 original principal amount of the Series 2017 Bonds; plus original issue premium in the amount of \$350,183.35; less an Underwriter's discount in the amount of \$30,720.00).

(b) Delivery of the Series 2017 Bonds shall be made in New York, New York at The Depository Trust Company ("*DTC*"), 55 Water Street, New York, New York, at the Closing Time (as stated below), or at such other place as shall be mutually agreed upon by the Issuer and the Underwriter. Subject to the terms hereof, the Closing shall take place at 9:00 a.m., prevailing Central time, on October 25, 2017, (or such other time or business day as may be mutually agreed upon by the Underwriter and the Issuer in writing) at the offices of Joseph A. Delafield, A Professional Law Corporation, Lake Charles,

Louisiana. Payment for the Series 2017 Bonds shall be made in lawful money of the United States of America in immediately available federal funds and shall be payable to Whitney Bank, Baton Rouge, Louisiana, as paying agent (the "*Paying Agent*") for the account of the Issuer at 10:00 a.m., prevailing Central time on October 25, 2017, or such other date and time as shall be mutually agreed upon by the Issuer and the Underwriter. The date of such delivery and payment is herein called the "*Closing Date*" and the hour and date of such delivery and payment is herein called the "*Closing Time*." The Series 2017 Bonds shall be delivered in definitive or temporary form as fully registered bonds bearing CUSIP numbers in such denominations as the Underwriter shall specify. There shall be one Series 2017 Bond delivered for each maturity of the Series 2017 Bonds, registered in the name of Cede & Co., as nominee for DTC. On the Business Day preceding the Closing Date, the Series 2017 Bonds shall be delivered by the Issuer to the Paying Agent to be held in escrow pending their release to the Underwriter on the Closing Date.

(c) The Series 2017 Bonds are to be issued by the Issuer, pursuant to and in accordance with the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the "*Refunding Act*") and the provisions of the Bond Resolution.

(d) The proceeds of the Series 2017 Bonds will be used by the Issuer to: (i) advance refund the District's \$11,725,000 General Obligation Public School Refunding Bonds, 2009 Series B (the "*Series 2009 Bonds*") maturing January 15, 2022 through and including January 15, 2025 (the "*Refunded Bonds*"); and (ii) pay the costs of issuance of the Series 2017 Bonds, including the premium for a bond insurance policy.

(e) The Series 2017 Bonds are general obligations of the District and the full faith and credit of the District will be pledged to the payment of the Series 2017 Bonds. The Series 2017 Bonds will be secured by, and payable from, unlimited *ad valorem* taxes levied against all taxable property located within the District. The District has agreed to levy *ad valorem* taxes on all taxable property located within the District sufficient to pay, as due, the principal of, and premium, if any, and interest on, the Series 2017 Bonds.

(f) In order to advance refund the Refunded Bonds, a portion of the proceeds of the Series 2017 Bonds will be used to make a deposit of \$4,077,602.81 into an Escrow Fund created pursuant to the Escrow Deposit Agreement between the District and Whitney Bank, as escrow agent (the "*Escrow Agent*") dated as of October 1, 2017 (the "*Escrow Agreement*"). The accuracy of the arithmetic computations of the adequacy of the moneys and amounts of maturing principal of, premium, if any, and interest on the Government Obligations (as defined in the Escrow Agreement) on deposit in the Escrow Fund to pay when due the Redemption Price of the Refunded Bonds on the Redemption Date has been independently verified by Ehlers and Associates, CPAs, LLC (the "*Verification Agent*") pursuant to an independent verification report (the "*Verification Report*").

(g) The Series 2017 Bonds and interest thereon are general obligations of the Issuer payable from *ad valorem* taxes collected within the District and do not constitute an indebtedness or pledge of the general credit of the State of Louisiana (the "*State*") or any other political subdivision of the State.

(h) Interest on the Series 2017 Bonds will be payable each January 15 and July 15, commencing January 15, 2018 (each an "*Interest Payment Date*"). The Series 2017 Bonds shall be callable for redemption as provided in the Bond Resolution.

(i) At or before the time of the Issuer's acceptance hereof, the Issuer shall furnish the Underwriter with a copy of the Official Statement of the Issuer relating to the Series 2017 Bonds. Said Official Statement, including the cover page and the appendices thereto, is hereinafter called the "*Official*

*Statement.*" The Preliminary Official Statement describing the Series 2017 Bonds was, as of its date, deemed by the Issuer to be final for purposes of Rule 15c2-12 except for the omission of no more than the information described in Section (b)(1) of Rule 15c2-12. The Issuer authorized and consents to the use of the final Official Statement describing the Series 2017 Bonds, in the form of the Preliminary Official Statement but with the completion of such pricing information and any other necessary information by the Underwriter.

(j) The Issuer hereby agrees that it will cause to be executed as a condition to the issuance of the Series 2017 Bonds the Continuing Disclosure Certificate, in substantially the form set forth in Appendix D to the Official Statement (collectively, the "*Continuing Disclosure Certificate*") on or before the Closing Date evidencing the written undertaking by Issuer for the benefit of Bondholders required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 (the "*Rule*"). The Underwriter agrees to comply with the Rule and applicable rules of the Municipal Securities Rulemaking Board.

(k) In order to assure compliance with the Internal Revenue Code of 1986, as amended, the Issuer and the Paying Agent will execute a Tax and Arbitrage Certificate dated the Closing Date (the "*Tax Certificate*").

## SECTION 2 ESTABLISHMENT OF ISSUE PRICE

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified in Section 9 herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test" is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test)). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "*initial offering price*"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "*hold-the-offering-price rule*"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any

person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" or "underwriters" means (A) the Underwriter or any other person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.



SECTION 3  
REPRESENTATIONS AND  
AGREEMENTS OF THE ISSUER

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

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

(b) The Issuer is a political subdivision of the State. The Issuer is authorized by the laws of the State, including particularly the Refunding Act and the Bond Resolution to: (i) issue, sell, execute, and deliver the Series 2017 Bonds for the purposes specified herein, (ii) enter into and perform its obligations under the Bond Resolution, and (iii) carry out and consummate the transactions contemplated by this Bond Purchase Agreement and the Bond Resolution.

(c) The Issuer has complied with all provisions of the Constitution and laws of the State pertaining to the adoption of the Bond Resolution, the issuance and sale of the Series 2017 Bonds, and the execution and delivery of this Bond Purchase Agreement, including the Refunding Act.

(d) By official action of the Issuer prior to the Closing Date, the Issuer will duly adopt the Bond Resolution and duly authorize all actions required to be taken by it for: (i) the issuance and sale of the Series 2017 Bonds upon the terms set forth herein and in the Bond Resolution; (ii) the execution, delivery and due performance of this Bond Purchase Agreement, the Series 2017 Bonds, and the Bond Resolution; and (iii) the delivery of any and all such other agreements and documents as may be required to be executed, delivered, or performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforesaid documents.

(e) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor): (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices; or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Series 2017 Bonds, the Bond Resolution, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the documents described in (B) below or by the aforesaid documents; or (B) materially adversely affect (1) the transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, or the Series 2017 Bonds; or (2) the exemption of the interest on the Series 2017 Bonds from federal or State income taxation.

(f) The Issuer is not in breach of or in default under any applicable law or administrative

regulation of the State or the United States of America, or any applicable judgment or decree, or any loan agreement, note, resolution, or other agreement or instrument to which the Issuer is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Series 2017 Bonds and the transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(g) All consents, approvals, authorizations, and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Issuer in connection with the issuance and sale of the Series 2017 Bonds, the execution and delivery of this Bond Purchase Agreement, and the consummation of the transactions contemplated by this Bond Purchase Agreement and the Bond Resolution have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws or as to any approvals or consents relating to the Project that are not required as of the date hereof.

(h) Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the knowledge of the Issuer, threatened to issue, any order seeking to enjoin the offer or sale of the Series 2017 Bonds.

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

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

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

(l) The Series 2017 Bonds will be duly authorized, executed, authenticated, issued, and delivered and will constitute legal, valid, and binding obligations of the Issuer and entitled to the benefits and security of the Bond Resolution (subject to principles of equity, regardless of whether proceedings for enforcement be of a legal or equitable nature, and any applicable bankruptcy, reorganization, insolvency, moratorium, or other laws affecting the enforcement of creditors' rights generally from time to time in effect).

(m) The Series 2017 Bonds will be general obligations of the Issuer and do not constitute an indebtedness or pledge of the general credit of the State of Louisiana or any other political subdivision thereof.

(n) The Issuer will apply the proceeds from the sale of the Series 2017 Bonds as specified in the Bond Resolution and this Bond Purchase Agreement.

(o) The adoption by the Issuer of the Bond Resolution and the execution and delivery by the Issuer of this Bond Purchase Agreement, the Series 2017 Bonds, and the other documents contemplated hereby, and the compliance with the provisions thereof, will not conflict with or constitute on the part of

the Issuer a violation of, breach of or default under: (i) any governing instruments; (ii) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement, or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound; or (iii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties.

(p) As of the date of this Bond Purchase Agreement and (unless an event occurs of the nature described in Section 3(r)) at all times subsequent thereto during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2017 Bonds (as determined in accordance with Section 11 hereof) the information contained in the Official Statement (other than the information contained under the Issuer's Excluded Sections) does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(q) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2017 Bonds (as determined in accordance with Section 11 hereof), the information in the Official Statement (other than the information contained under the Issuer's Excluded Sections), as so supplemented or amended, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(r) If during the period from the date of this Bond Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2017 Bonds (as defined and determined in accordance with Section 11 hereof), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, it shall notify the Underwriter, and, if in the opinion of the Underwriter such fact or event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and furnish to the Underwriter a reasonable number of copies of the supplement or amendment.

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

(t) There is no litigation or governmental action, proceeding, inquiry, or investigation pending or overtly threatened by written communication by governmental authorities or others or to which the Issuer is a party or of which any property of the Issuer is subject or, to the knowledge of the Issuer, any basis for any such action, proceeding, inquiry, or investigation, except for matters disclosed in the Official Statement, which, if determined adversely to the Issuer, would individually or in the aggregate (a) materially and adversely affect the validity or the enforceability of the Series 2017 Bonds, the Bond Purchase Agreement, or any related document; or (b) otherwise materially adversely affect the ability of the Issuer to comply with its obligations under the Series 2017 Bonds, the Bond Resolution, the Tax Certificate, this Bond Purchase Agreement, or any related document. Except as provided in the Official Statement, no litigation, proceedings, or investigations are pending or, to the knowledge of the Issuer, threatened against the Issuer, except for litigation, proceedings or investigations which the Issuer

believes is non-meritorious or that insurance coverage provided by applicable insurance policies is adequate to offset any significant liabilities that may result from such action and which has a material impact of the Issuer's ability to pay debt service on the Series 2017 Bonds.

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

(v) The District acknowledges and agrees that (i) the purchase and sale of the Series 2017 Bonds pursuant to this Bond Purchase Agreement is an arm's-length transaction between the District and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent, fiduciary, financial advisor, or municipal advisor of the District; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering of the Series 2017 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) nor has it assumed any other obligation to the District except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the District; and (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2017 Bonds.

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

#### SECTION 4 CONDITIONS TO THE UNDERWRITER'S OBLIGATIONS

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

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

(b) On the Closing Date, the Series 2017 Bonds (including any opinions attached thereto or printed thereon), the Tax Certificate, the Continuing Disclosure Certificate, the Bond Resolution, the Paying Agent Agreement, the Escrow Agreement, and the Official Statement shall have been duly authorized, executed, and delivered, each in the form submitted to the Underwriter on the date hereof with only such changes therein as shall be agreed upon by the Underwriter or its counsel.

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

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

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

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

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

(iii) Certified copies of the minutes of the Louisiana State Bond Commission reflecting approval of the issuance of the Series 2017 Bonds by the Issuer;

(iv) Evidence that Form 8038-G has been provided to the Internal Revenue Service;

(v) Specimen form of the Series 2017 Bonds;

(vi) Certified copies of the Bond Resolution and an executed original of the Continuing Disclosure Certificate and the Tax Certificate of the Issuer supporting the opinion of Bond Counsel that interest on the Series 2017 Bonds is excluded from gross income for federal income tax purposes;

(vii) Evidence satisfactory to the Underwriter that the Series 2017 Bonds have received a rating of "AA" (insured) from S&P and that such rating is in effect at the Closing Time;

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

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

(B) At all times subsequent to the date of this Bond Purchase Agreement up to and including the Closing Date, the information contained in the Official Statement

Statement except for the information contained in the Issuer's Excluded Sections did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make statements contained therein, in the light of the circumstances under which they were made, not misleading; and

(C) No litigation is pending or, to their knowledge threatened, to restrain or enjoin the execution and delivery of the Series 2017 Bonds, the Bond Resolution, or the Tax Certificate or the existence or powers of the Issuer or the right of the Issuer to carry out the terms thereof, and the issuance of the Series 2017 Bonds and the execution and delivery of the other agreements contemplated hereby and by the Official Statement under the circumstances contemplated thereby and the compliance by the Issuer with the provisions thereof will not conflict with or constitute on the part of the Issuer a breach of or a default under its by-laws, or any existing law, court or administrative regulation, decree, or order or any agreement, indenture, mortgage, loan, or other instrument to which the Issuer is subject or by which it is bound;

(x) The Verification Report of the Verification Agent and the defeasance opinion of Bond Counsel, each dated the Closing Date;

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

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

(xiv) Such additional certificates, opinions, and other documents as the Underwriter, its counsel, or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Bond Purchase Agreement and the transactions contemplated hereby and by the Official



Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter and Bond Counsel.

## SECTION 5 THE UNDERWRITER'S RIGHT TO CANCEL

The Underwriter shall have the right to cancel its obligations hereunder to purchase the Series 2017 Bonds by the Underwriter's notification to the Issuer in writing or by electronic communication of their election to do so between the date hereof and the Closing Date, if at any time hereafter and prior to the Closing Time:

(i) Legislation shall be introduced in or enacted by the Congress of the United States or adopted by either House thereof or introduced in or enacted by the legislature of the State, or a decision by a Federal court (including the Tax Court or Claims Court of the United States) or a State court shall be rendered, or a ruling, regulation (proposed, temporary or final), or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other Federal or State agency shall be made, with respect to the revenues and other property pledged to the payment of the Series 2017 Bonds or with respect to interest received which is of the general character of interest paid on the Series 2017 Bonds, or which would have the effect of changing directly or indirectly the Federal or State income tax consequences of interest on bonds of the general character of the Series 2017 Bonds in the hands of the holders thereof, which legislation, ruling, regulation, or official statement would, in the Underwriter's reasonable judgment, materially adversely affect the market price of the Series 2017 Bonds;

(ii) Any legislation, ordinance, rule, regulation, or policy statement shall be introduced in or be enacted by any governmental body, department, or agency in the State or the Federal government, or a decision by any court of competent jurisdiction within the State or the Federal government shall be rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2017 Bonds;

(iii) A stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission or any governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of the obligations of the general character of the Series 2017 Bonds, or the issuance, offering or sale of the Series 2017 Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement is in violation or would be in violation of any provision of the Federal securities laws, including the Securities Act of 1933, as amended and then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(iv) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered to the effect that obligations of the general character of the Series 2017 Bonds are not exempt from registration under the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Bond Resolution is an indenture that is not exempt from qualification under the Trust Indenture Act of 1939, as amended and as then in effect;

(v) Any event shall have occurred, or information become known, which, in the Underwriter's reasonable opinion, makes untrue in any material respect any statement or information contained in the Official Statement (as it may have been previously supplemented or amended) or has the effect that the Official Statement (as it may have been previously supplemented or amended) contains an

untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

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

(vii) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2017 Bonds or obligations of the general character of the Series 2017 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter such as the Underwriter;

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

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

(x) A war involving the United States of America shall have been declared, or any conflict involving the armed forces of the United States of America shall have escalated, or any other national emergency (including without limitation, acts of terrorism) relating to the effective operation of government or the financial community shall have occurred, which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2017 Bonds;

(xi) The President of the United States of America, the Office of Management and Budget, the Department of the Treasury, the Internal Revenue Service, or any other governmental body, department, or agency of the United States of America shall take or propose to take any action or implement or propose regulations or rulings which, in the Underwriter's reasonable opinion, materially adversely affect the market price of the Series 2017 Bonds, impacts adversely in a material manner upon the Issuer's ability to apply the proceeds of the Series 2017 Bonds for the purposes for which the Series 2017 Bonds were authorized to be issued or causes the Official Statement (as it may have been previously supplemented or amended pursuant to Section 3(q) hereof) to be incorrect or misleading in any material respect;

(xii) The Issuer shall fail to deliver Official Statements to the Underwriter as provided in Section 1(i) hereof; provided, however, that the Underwriter may not terminate its obligations hereunder as a result of the failure of the Issuer to deliver such Official Statement unless such failure materially affects the Underwriter's marketing and sale of the Series 2017 Bonds or subjects the Underwriter to compliance infractions under the Securities and Exchange Commission or MSRB delivery requirements;

(xiii) The marketability of the Series 2017 Bonds or the market price thereof, in the opinion of the Underwriter, shall have been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; and

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



**SECTION 6**  
**CONDITIONS TO THE ISSUER'S OBLIGATIONS**

The Issuer's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder. If the Underwriter defaults on its obligation to purchase the Series 2017 Bonds hereunder, this Bond Purchase Agreement shall terminate and the Issuer shall have all rights and remedies as may be allowed by law to enforce the action or inaction of the Underwriter hereunder. In the event of any such termination, the Issuer shall not be under any obligation to the Underwriter.

**SECTION 7**  
**REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY**

All of the Issuer's representations, warranties, and agreements shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter on its own behalf, and shall survive delivery of the Series 2017 Bonds to the Underwriter.

**SECTION 8**  
**PAYMENT OF EXPENSES**

Whether or not the Series 2017 Bonds are sold by the Issuer to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder nor shall the Issuer be under any obligation for any fees or expenses of the Underwriter should the Series 2017 Bonds not be delivered, and then only to the extent set forth herein. All expenses and costs of the Issuer incident to issuing the Series 2017 Bonds including, without limitations, the fees and expenses of Bond Counsel, the fees and expenses of Underwriter's Counsel, the Verification Agent fee, the initial fee of the Paying Agent and the Escrow Agent, and the fees and expenses of counsel to the Paying Agent and the Escrow Agent, fees and expenses of counsel to the Issuer, the expenses and costs for the preparation, printing, photocopying, executing, and delivery of the Bond Resolution, the Paying Agent Agreement, the Escrow Agreement, this Bond Purchase Agreement, and all other agreements and documents contemplated hereby, the fees and expenses of consultants and rating agencies, the State Bond Commission fees, the expenses and costs for the preparation, printing, photocopying, execution, and delivery of the Series 2017 Bonds, the Official Statement, fees and expenses of the financial advisor of the Issuer shall be paid by the Issuer, but only to the extent the Series 2017 Bonds are sold and delivered.

**SECTION 9**  
**NOTICE**

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

If to the Issuer:

School District No. 34 of Calcasieu Parish, Louisiana  
3310 Broad Street  
Lake Charles, Louisiana 70615  
Attention: President of the Calcasieu Parish School Board

If to the Paying Agent:

Whitney Bank  
445 North Blvd., Suite 201  
Baton Rouge, Louisiana 70802  
Attention: Corporate Trust

If to the Underwriter:

Raymond James & Associates, Inc.  
900 Poydras Street, Suite 1300  
New Orleans, Louisiana 70112  
Attention: Stephanie Ferry

with a copy to:

Jones Walker LLP  
8555 United Plaza Blvd., 5<sup>th</sup> Floor  
Baton Rouge, Louisiana 70809  
Attention: Matthew W. Kern

If to the Issuer's municipal advisor:

Government Consultants, Inc.  
700 North 10<sup>th</sup> Street, Annex Building  
Baton Rouge, Louisiana 70802  
Attention: Shaun Toups

#### SECTION 10 APPLICABLE LAW; NON-ASSIGNABILITY

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

#### SECTION 11 DETERMINATION OF END OF UNDERWRITING PERIOD

For purposes of this Bond Purchase Agreement the "End of the Underwriting Period" for the Series 2017 Bonds shall mean the earlier of (a) the Closing Date unless the Issuer has been notified in writing to the contrary by the Underwriter on or prior to the Closing Date, or (b) the date on which the End of the Underwriting Period of the Series 2017 Bonds has occurred under Rule 15c2-12; provided, however, that the Issuer shall be entitled to treat as the End of the Underwriting Period for the Series 2017 Bonds the date specified in the notice from the Underwriter stating the date which is the End of the Underwriting Period.

The Issuer may request from the Underwriter from time to time, and the Underwriter shall provide to the Issuer upon such request, such information as may be reasonably required in order to determine whether the End of the Underwriting Period for the Series 2017 Bonds has occurred under Rule

15c2-12 with respect to the unsold balances of Bonds that were originally sold to the Underwriter for resale to the public and which are held by the Underwriter for sale to the public.

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

SECTION 12  
NO LIABILITY; SELLING THE SERIES 2017 BONDS

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

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SECTION 13  
EXECUTION OF COUNTERPARTS

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

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.,  
as Underwriter

By:   
Stephanie Ferry, Managing Director

Accepted this \_\_\_\_ day of September, 2017:

SCHOOL DISTRICT NO. 34 OF  
CALCASIEU PARISH, LOUISIANA

By: \_\_\_\_\_  
Karl Bruchhaus, Superintendent  
Calcasieu Parish School Board

SECTION 13  
EXECUTION OF COUNTERPARTS

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

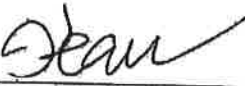
Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.,  
as Underwriter

By: \_\_\_\_\_  
Stephanie Ferry, Managing Director

Accepted this 27<sup>th</sup> day of September, 2017:

SCHOOL DISTRICT NO. 34 OF  
CALCASIEU PARISH, LOUISIANA

By:  \_\_\_\_\_  
Karl Bruchhaus, Superintendent  
Calcasieu Parish School Board

**EXHIBIT A**

**MATURITY SCHEDULE**

**\$3,840,000**

**GENERAL OBLIGATION REFUNDING BONDS, 2017 SERIES  
SCHOOL DISTRICT NO. 34 OF CALCASIEU PARISH, LOUISIANA**

<b><u>Maturity January 15</u></b>	<b><u>Principal Amount</u></b>	<b><u>Rate</u></b>	<b><u>Price</u></b>	<b><u>Yield</u></b>
2018	\$ 45,000	2.00%	100.209%	1.050%
2022	895,000	3.00%	105.692%	1.600%
2023	935,000	3.00%	106.108%	1.770%
2024	965,000*	4.00%	111.954%	1.950%
2025	1,000,000	4.00%	112.668%	2.100%

\*The hold-the-offering-price rule applies, as described in Section 2 of the Bond Purchase Agreement.

**EXHIBIT B**

**ISSUE PRICE CERTIFICATE**

**\$3,840,000**

**GENERAL OBLIGATION REFUNDING BONDS, 2017 SERIES  
SCHOOL DISTRICT NO. 34 OF CALCASIEU PARISH, LOUISIANA**

October 25, 2017

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of RAYMOND JAMES & ASSOCIATES, INC. (the "*Underwriter*"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "*Bonds*"), based on the information available to it:

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "*Initial Offering Prices*") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "*hold-the-offering-price rule*"). Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Calculation of Yield and Weighted Average Maturity.*** The Underwriter has calculated the yield of the Bonds to be 1.9429% and the weighted average maturity of the Bonds to be 5.738 years.

4. ***Defined Terms.***

(a) *Bond Counsel* means Joseph A. Delafield, A Professional Corporation.

(b) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(c) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(d) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (September 27, 2017), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(e) *Issuer* means Calcasieu School District No. 34, Parish of Calcasieu, State of Louisiana.

(f) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(g) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is September 27, 2017.

(i) *Tax Certificate* means that certain Tax Exemption Certificate and Agreement dated as of October 25, 2017 executed by the Issuer in connection with the issuance of the Bonds.

(j) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the Borrower with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer and the Borrower from time to time relating to the Bonds.

The Issuer may rely on the statements made herein in connection with its efforts to comply with the conditions imposed by the Code. Bond Counsel may also rely on this Certificate for purposes of its opinion regarding the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes. However, notwithstanding the foregoing, we remind you that the Underwriter is not an accountant or actuary, nor is the Underwriter engaged in the practice of law. Accordingly, while the Underwriter believes the calculations described above to be correct, it does not warrant their validity for purposes of Sections 103 and 141 through 150 of the Code or make any representation as to the legal



sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

RAYMOND JAMES & ASSOCIATES, INC.

By: \_\_\_\_\_

Dated: October 25, 2017

**Exhibit C  
TO BOND RESOLUTION**

(FACE OF BOND)

*Unless this Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the City or their agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of CEDE & CO. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, CEDE & CO., has an interest herein. As provided in the Bond Resolution referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the Bond Resolution to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.*

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF CALCASIEU**

**REGISTERED**

**REGISTERED**

**NO. R-\_\_\_\_\_**

**\$\_\_\_\_\_**

**GENERAL OBLIGATION REFUNDING BOND  
OF SCHOOL DISTRICT NO. 34 OF  
CALCASIEU PARISH, LOUISIANA  
2017 SERIES**

**DATED DATE**  
**October 25, 2017**

**INTEREST RATE:**

**MATURITY DATE:**  
**January 15, \_\_\_\_**

**CUSIP:**

**REGISTERED OWNER:**

**CEDE & Co.**

**PRINCIPAL AMOUNT**

School District No. 34 of Calcasieu Parish, Louisiana (herein called the "Issuer"), for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner above, or registered assigns, on the maturity date set forth above, the principal amount set forth above, together with interest thereon from the date hereof, said interest payable semi-annually on January 15 and July 15 in each year, beginning January 15, 2018, at the interest rate per annum set forth above until said principal sum is paid. The principal of this Bond upon maturity is payable in lawful money of the United States of America at the principal corporate trust office of Whitney Bank, Baton Rouge, Louisiana (the Paying Agent/Registrar), or successor thereto, upon presentation and surrender hereof. Interest on this Bond is payable by check mailed on each interest payment date by the Paying Agent/Registrar to the registered owner (determined as of the first calendar day of the month in which an Interest Payment is due) at the address as shown on the books of the Paying Agent/Registrar.

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

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

IN WITNESS WHEREOF, the Calcasieu Parish School Board, acting as the governing authority of School District No. 34 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 October 25, 2017.

CALCASIEU PARISH SCHOOL BOARD

/s/ [facsimile]  
SECRETARY

/s/ [facsimile]  
PRESIDENT

(Lower Left)

PAYING AGENT/REGISTRAR'S  
CERTIFICATE OF REGISTRATION

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

Whitney Bank  
as Paying Agent/Registrar

By:  
Authorized Officer  
Date of Authentication:

(FORM OF REVERSE OF BOND)

This Bond is one of an issue, the Bonds of which are all of like date, tenor and effect, except as to the number, maturity and rate of interest, aggregating in principal the sum of THREE MILLION EIGHT HUNDRED FORTY THOUSAND AND NO/100 (\$3,840,000) DOLLARS; said Bonds to mature and issued pursuant to a resolution adopted on October 10, 2017, as amended or supplemented from time to time by the Issuer (together, the "Bond Resolution"), under and by virtue of Article VI, Section 33 of the Constitution of 1974 of the State of Louisiana, and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and all other laws on the same subject matter, and pursuant to proceedings regularly and legally taken by the Issuer, for the purpose of advance refunding certain of the callable maturities of the Issuer's outstanding General Obligation Refunding Bonds, 2009 Series B, dated December 31, 2009, consisting of those bonds maturing January 15, 2022 through January 15, 2025, inclusive.

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. 34 of Calcasieu Parish, Louisiana, and in compliance with an election held within the Issuer on July 20, 2002 (the "Tax"), all as provided in the Bond Resolution. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of the Tax revenues to be received by the Issuer until all of such Bonds shall have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and provisions permitting the issuance of *pari passu* additional bonds under certain conditions, reference is hereby made to the Bond Resolution.

The Paying Agent/Registrar for this issue is Whitney Bank, Baton Rouge, Louisiana. This Bond shall pass by delivery on the books of the Issuer to be kept for that purpose at the principal corporate trust office of the Registrar and such registration is noted hereon. After such registration no transfer shall be valid unless made

on said books at said office by the registered owner in person or by his duly authorized attorney and similarly noted hereon. This Bond may not be discharged from registration by like transfer to bearer. The Issuer and the Registrar may treat the registered owner as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue and shall not be bound by any notice to the contrary.

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

The Paying Agent shall endeavor to apply any moneys furnished by the District for the redemption of Bonds (but not committed to the redemption of Bonds as to which notice of redemption has been given) to the purchase of appropriate outstanding Bonds. In accordance with Section 3.4, any Bonds so purchased shall be canceled. Subject to the above limitations, the Paying Agent, at the direction of the District, shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) with monies made available by the District for such purpose, provided, however, that the Paying Agent shall not expend amounts for the purchase of Bonds of a particular maturity (excluding accrued interest, but including any brokerage or other charges) in excess of the amount that would otherwise be expended for the redemption of Bonds of such maturity, plus accrued interest, and, provided further, that the District may, in its discretion, direct the Paying Agent to advertise for tenders for the purchase of Bonds not less than sixty (60) days prior to any date for redemption of Bonds.

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.

### **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.

### **Legal Opinion**

We have acted as bond counsel to School District No. 34 of Calcasieu Parish, Louisiana (the "Issuer") in connection with issuance by the Issuer of \$3,840,000 General Obligation Refunding Bonds, 2017 Series, dated October 25, 2017 (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications and other documents as we have deemed necessary to render this opinion. All capitalized terms herein, unless otherwise defined, shall have the respective meanings assigned thereto in the Bond Resolution (herein defined).

The Bonds are issued for the purpose of advance refunding certain of the callable maturities of the Issuer's outstanding General Obligation Refunding Bonds, 2009 Series B dated December 31, 2009 on original issue, consisting of those bonds which mature January 15, 2022 through January 15, 2025, inclusive (the "Refunded Bonds"), pursuant to the provisions of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and Chapter 14-A, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:1444-1455) (the "Act"), and a resolution adopted by the Calcasieu Parish School Board, governing authority of the Issuer, on October 10, 2017 (the "Bond Resolution").

We have examined (i) the Constitution and statutes of the State of Louisiana ("State"), including the Act; (ii) the Bond Resolution; (iii) a certified transcript of proceedings in connection with issuance of the Bonds; (iv) such other documents, instruments, papers and matters of law as we have considered necessary or appropriate for the purposes of this opinion.

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

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

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

1. The Bonds constitute valid and binding general obligations of the Issuer, and the full faith and credit of the Issuer has been pledged to payment of the Bonds. The Bonds are payable as to both principal and interest from the avails or proceeds of unlimited ad valorem taxes levied against property located within the Issuer. The Issuer has agreed to levy ad valorem taxes on all property located within its boundaries sufficient to pay, as due, the principal of, premium, if any, and interest on, the Bonds.
2. The Bond Resolution has been duly authorized and adopted by the governing authority of the Issuer and constitutes the valid and legally binding agreement of the Issuer entered into for protection of the security and rights of the owners of the Bonds.
3. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. It should be noted, however, that such interest is taken into account in determining "adjusted net book income" for the purpose of computing the alternative minimum tax imposed on corporations. This opinion is subject in all respects to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. The Issuer has covenanted that it shall not take or permit to be taken any action which would result in interest on the Bonds not being excludable from gross income for federal income tax purposes. We express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.
4. Interest on the Bonds is exempt from Louisiana income taxes under existing laws.
5. The Escrow Agreement has been duly authorized, executed and delivered by, and constitutes the legal, binding and valid obligation of the Issuer. Upon application of the proceeds of the Bonds as provided in the Bond Resolution and the Escrow Agreement, funds sufficient to

pay the Refunded Bonds on the date hereof, at maturity, or earlier redemption, and all interest to accrue on said Refunded Bonds until such payment will have been irrevocably deposited in trust to make such payments, and the covenants and agreements and other obligations of the Issuer to the owners of the Refunded Bonds will be discharged and satisfied. Provided that this opinion is qualified to the extent that enforceability of the Escrow Agreement may be limited by applicable bankruptcy, moratorium, insolvency, or similar laws or equitable principles from time to time in effect relating to enforcement of creditors' rights generally.

6. The Bonds are exempt from registration under the Securities Act of 1933 and the Louisiana Blue Sky Laws, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939.

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

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

**JOSEPH A. DELAFIELD**  
A PROFESSIONAL CORPORATION

#### **Legal Opinion Certificate**

I, the undersigned Secretary of the Calcasieu Parish School Board, governing authority of School District No. 34 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

**Exhibit D**

**TO THE BOND RESOLUTION**

**NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION**

**GENERAL OBLIGATION REFUNDING BONDS  
2009 SERIES B  
DATED DECEMBER 31, 2009 ON ORIGINAL ISSUE**

**OF  
SCHOOL DISTRICT NO. 34  
OF CALCASIEU PARISH, LOUISIANA**

NOTICE IS HEREBY GIVEN that, pursuant to a resolution adopted on October 10, 2017, by the Calcasieu Parish School Board, on behalf of School District No. 34 of Calcasieu Parish, Louisiana, acting as the governing authority of School District No. 34 (the "District"), there has been deposited with **Whitney Bank**, Baton Rouge, Louisiana (the "Escrow Agent"), as Escrow Agent under an Escrow Deposit Agreement dated as of October 1, 2017 (the "Escrow Deposit Agreement"), between the Escrow Agent and the District, moneys which have been invested in direct, non-callable obligations of the United States of America, in an amount sufficient to assure the availability of sufficient moneys to pay on January 15, 2020, the principal of and interest on the District's outstanding bonds of \$11,725,000 General Obligation Refunding Bonds, 2009 Series B, dated December 31, 2009 on original issue, consisting of all of the bonds of said issue which mature January 15, 2022 to January 15, 2025, inclusive (these maturities herein collectively referred to as the "Refunded Bonds"), as hereinafter set forth.

In accordance with the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the resolution of the District providing for their issuance. In accordance with the resolution providing for their issuance the Refunded Bonds are to be called for redemption at the earliest possible time, but not later than January 15, 2020.

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

The outstanding General Obligation Refunding Bonds of School District No. 34 of Calcasieu Parish, State of Louisiana, 2009 Series B, dated December 31, 2009, consisting of all of the bonds of said issue maturing January 15, 2022 to January 15, 2025, inclusive, **SAID BONDS TO BE REDEEMED ON January 15, 2020** at a redemption price of 100% of the principal amount thereof and accrued interest to the call date, upon presentation and surrender of said bonds at the principal corporate trust office of Whitney Bank, Baton Rouge, Louisiana, the paying agent therefor.

Said Refunded Bonds which are to be redeemed shall be presented for payment at the place specified above, on the call date specified above, after which call date no further interest shall accrue or be paid on said outstanding bonds.

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

**SCHOOL DISTRICT NO. 34 OF  
CALCASIEU PARISH, LOUISIANA**

**BY: /s/ Karl Bruchhaus  
Karl Bruchhaus  
Superintendent  
Calcasieu Parish School Board**

**Date: October \_\_, 2017**



Exhibit E  
TO BOND RESOLUTION

**ESCROW DEPOSIT AGREEMENT**

This **ESCROW DEPOSIT AGREEMENT**, dated as of October 1, 2017, by and between SCHOOL DISTRICT NO. 34 OF CALCASIEU PARISH, LOUISIANA (the "District"), appearing herein through its Governing Authority, the Calcasieu Parish School Board, through its Executive Officers, and WHITNEY BANK, a Mississippi state banking corporation having a corporate trust office in Baton Rouge, Louisiana, and duly authorized to exercise corporate trust powers, as escrow agent (the "Escrow Agent"), appearing herein through the hereinafter named officers:

**WITNESSETH:**

WHEREAS, the District has heretofore issued \$11,725,000 of its General Obligation Refunding Bonds, 2009 Series B, dated December 31, 2009 on original issue, of which \$7,065,000 is currently outstanding (the "Outstanding Bonds"); and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana, governing authority of the District has found and determined that advance refunding certain of the callable maturities of the Outstanding Bonds, consisting of those bonds which mature on January 15, 2022 to January 15, 2025, inclusive (the "Refunded Bonds"), would be advantageous to the District; and

WHEREAS, the District has authorized issuance of \$3,840,000 of its General Obligation Refunding Bonds, 2017 Series (the "Bonds") for the purpose of advance refunding the Refunded Bonds, pursuant to a resolution adopted by the Governing Authority of the District on October 10, 2017, as amended and supplemented from time to time (together, the "Bond Resolution"), the Refunded Bonds to be redeemed being described in the Bond Resolution;

WHEREAS, the Bond Resolution provides that a portion of the proceeds from the sale of the Bonds (exclusive of accrued interest thereon), shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay through January 15, 2020 the interest on the Refunded Bonds and on January 15, 2020, the principal of, premium, if any, and interest on the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding, the parties hereto agree as follows:

**SECTION 1. Establishment of Escrow Fund.** There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund (herein called the "Escrow Fund") to be held in the custody of the Escrow Agent separate and apart from other funds of the District and the Escrow Agent. Receipt of a true and correct copy of the Bond Resolution is hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said Bond Resolution shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

**SECTION 2. Deposit to Escrow Fund; Application of Moneys.** Concurrently with issuance and delivery of the Bonds, the District will cause to be deposited with the Escrow Agent and the Escrow Agent hereby acknowledges receipt of the sum of \$\_\_\_\_\_ from proceeds of the Bonds (the "Bond Proceeds"). Such funds will be applied as follows:

(i) \$\_\_\_\_\_ of Bond Proceeds to the Escrow Fund to purchase Escrow Obligations (hereinafter defined) described in **Schedule A** attached hereto;

- (ii) \$ \_\_\_\_\_ of Bond Proceeds to the Escrow Fund as the beginning cash balance; and
- (iii) \$ \_\_\_\_\_ of Bond Proceeds to the Expense Fund created in Section 3 hereof.

(a) Concurrently with such deposit, the Escrow Agent shall apply the moneys described in (i) and (ii) above to the purchase of the obligations described in **Schedule A** attached hereto. The obligation listed in **Schedule A** hereto and any other direct obligations of the United States Government are hereinafter referred to as the "Escrow Obligations." All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the District. As shown in **Schedule B** attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of, premium, if any, and interest on the Refunded Bonds. The District, on the basis of a mathematical verification of an independent certified public accountant, has heretofore found and determined that the investments described in said **Schedule A** are adequate in yield and maturity date in order to provide the necessary moneys to accomplish the refunding of the Refunded Bonds.

In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any Escrow Obligation described in **Schedule A** hereto, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, "Replacement Obligations") described in paragraph (b) of this Section, in lieu thereof, and shall hold such Replacement Obligations in the Escrow Fund until the Escrow Obligations described in **Schedule A** which were not delivered on the date of delivery of the Bonds are available for delivery. The Escrow Agent shall return to the supplier thereof any Replacement Obligations in exchange for and upon receipt of the Escrow Obligations set forth in **Schedule A** for which such Replacement Obligations described in such paragraph (b) were substituted. The Escrow Agent shall have no power or duty to invest any moneys held in the Escrow Fund or to make substitutions of the Escrow Obligations held in the Escrow Fund or to hereafter sell, transfer or otherwise dispose of such Escrow Obligations, except pursuant to the following subparagraph (b).

(b) An obligation shall qualify as a Replacement Obligation or other permitted substitution obligation only if:

(i) such Replacement Obligation is in an amount, and/or matures in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligations listed in **Schedule A** hereto is equal to or greater than the amount payable on the maturity date of the Escrow Obligation listed in **Schedule A** hereto for which the substitution occurred,

(ii) such Replacement Obligation matures on or before the next date on which the Government Securities listed in **Schedule A** hereto which are substituted for will be required for payment of principal of, premium, if any, or interest on the Refunded Bonds, and

(iii) the Escrow Agent shall have been provided with (A) a mathematical verification of an independent certified public accountant that the Replacement Obligations are sufficient to pay the principal, interest and premium of the Refunded Bonds as shown on **Schedule C** and (B) an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the Bonds or the Refunded Bonds.

To the extent that the Escrow Obligations mature before the payment dates referred to in **Schedule C**, the Escrow Agent may invest for the benefit of the District such cash in other Escrow Obligations provided the investment in such other Escrow Obligations matures on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does

not cause the Bonds or the Refunded Bonds to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended.

(c) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligation and the maturing principal amounts of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.

(d) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the District of such deficiency, and the District shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

**SECTION 3. Establishment of Expense Fund: Use of Moneys in Expense Fund.** There is also hereby created and established with the Escrow Agent a special trust account to pay the Costs of Issuance of the Bonds, as defined in the Bond Resolution (herein called the "Expense Fund") to be held in the custody of the Escrow Agent separate and apart from any other funds of the District and the Escrow Agent, to which the amount of the proceeds derived from the issuance and sale of the Bonds hereinabove set forth are to be deposited. The amounts on deposit in the Expense Fund shall be used for and applied to the payment of the Costs of Issuance of the District in connection with the issuance, sale and delivery of the Bonds and establishment of the funds hereunder. Payment of the aforesaid expenses shall be made by the Escrow Agent from moneys on deposit in such Expense Fund for the purposes listed in **Schedule C** hereto upon receipt by the Escrow Agent of either an invoice or statement for the appropriate charges, or a written request of the District signed by the Executive Officers of the District, which request shall state, with respect to each payment to be made, the person, firm or corporation to whom payment is to be made, the amount to be paid and the purpose for which the obligation to be paid was incurred. Each such invoice, statement or written request shall be sufficient evidence to the Escrow Agent that the payment requested to be made from the moneys on deposit in such Expense Fund is a proper payment to the person named therein in the amount and for the purpose stated therein, and upon receipt of such invoice, statement or written request, and the Escrow Agent shall pay the amount set forth therein as directed by the terms thereof. When all expenses contemplated to be paid from such Expense Fund have been paid, such fund shall be closed and any balance remaining therein shall be withdrawn by the Escrow Agent and applied by the District to payment of principal of Bonds next falling due.

**SECTION 4. Deposit to Escrow Fund Irrevocable.** The deposit of moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys exclusively for the benefit of the owners of the Refunded Bonds and such moneys and Escrow Obligations, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of principal of, premium, if any, and interest on the Refunded Bonds. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the District covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the District shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

**SECTION 5. Use of Moneys.** The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Expense Fund, together with any income or interest earned thereon, in accordance with the provisions hereof.

The liability of the Escrow Agent for payment of amounts to be paid hereunder shall be limited to cash available for such purposes in the Escrow Fund and the Expense Fund.

**SECTION 6. Payment of Refunded Bonds.** On or before each interest payment date on the Refunded Bonds, the Escrow Agent shall transmit to the District or the respective paying agents for the Refunded Bonds in immediately available funds, sufficient amounts for payment of interest on the Refunded Bonds due on said date and any principal of and redemption premiums on the Refunded Bonds due on said date by reason of the redemption of Refunded Bonds, in accordance with **Schedule B** attached hereto.

SECTION 7. Notice of Redemption. The Escrow Agent will cause a notice of redemption to be given by means of first class mail (postage prepaid) not less than thirty (30) days before January 15, 2020, the redemption date with respect to the Refunded Bonds, such notice to be addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the paying agent for the Refunded Bonds.

SECTION 8. Remaining Moneys in Escrow Fund. Upon retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the District as its property free and clear of the trust created by the Bond Resolution and this Agreement and shall be transferred to the District.

SECTION 9. Rights of Owners of Refunded Bonds. The escrow created hereby shall be irrevocable and owners of the Refunded Bonds shall have a beneficial interest and a first, prior and paramount claim on all moneys in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

SECTION 10. Fees of Escrow Agent. In consideration of the services rendered by the Escrow Agent under this Agreement, the District has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the District be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with execution and delivery of this Agreement, establishment of the Escrow Fund, acceptance of moneys and securities deposited therein, retention of the Escrow Obligations or proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

SECTION 11. Records and Reports. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the money deposited to the Escrow Fund and all proceeds thereto. Such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and owners of the Bonds and the Refunded Bonds.

SECTION 12. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the District, by appropriate order, shall promptly appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the District.

SECTION 13. Amendments. This Agreement may be amended with the consent of the District and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the District shall deliver an opinion of nationally recognized bond counsel, that such amendments will not cause the Refunded Bonds to be "arbitrage bonds."

SECTION 14. Enforcement. The District, the paying agent for the Refunded Bonds and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

SECTION 15. Successors Bound. All covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the District, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

SECTION 16. Louisiana Law Governing. This Agreement shall be governed by the applicable laws of the State of Louisiana.

SECTION 17. Termination. This Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the District.

SECTION 18. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 19. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Deposit Agreement as of the day and year first above written.

ATTEST:

**SCHOOL DISTRICT NO. 34 OF  
CALCASIEU PARISH, LOUISIANA**

\_\_\_\_\_  
KARL BRUCHHAUS, Secretary  
Calcasieu Parish School Board

By: \_\_\_\_\_  
RON HAYES, President  
Calcasieu Parish School Board

[S E A L]

**WHITNEY BANK**  
Baton Rouge, Louisiana, Escrow Agent

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH H. ZEIGLER  
Senior Vice President and Trust Officer

[S E A L]



**SCHEDULE A  
To Escrow Deposit Agreement**

**SCHEDULE OF ESCROW OBLIGATIONS  
PURCHASED WITH BOND PROCEEDS**

FINAL

**School District No. 34 of Calcasieu Parish, State of Louisiana**

**\$3,840,000 General Obligation Refunding Bonds, Series 2017**

**(Refunding Select Maturities of 2009B, GM, Insured)**

**Escrow Summary Cost**

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
<b>Escrow</b>								
01/15/2018	SLGS-CI	1.030%	1.030%	100.0000000%	63,292	63,292.00	-	63,292.00
07/15/2018	SLGS-CI	1.250%	1.250%	100.0000000%	46,771	46,771.00	-	46,771.00
01/15/2019	SLGS-NT	1.330%	1.330%	100.0000000%	47,192	47,192.00	-	47,192.00
07/15/2019	SLGS-NT	1.410%	1.410%	100.0000000%	47,507	47,507.00	-	47,507.00
01/15/2020	SLGS-NT	1.480%	1.480%	100.0000000%	3,872,840	3,872,840.00	-	3,872,840.00
Subtotal		-	-	-	\$4,077,602	\$4,077,602.00	-	\$4,077,602.00
Total		-	-	-	\$4,077,602	\$4,077,602.00	-	\$4,077,602.00

**Escrow**

Cash Deposit	0.81
Cost of Investments Purchased with Bond Proceeds	4,077,602.00
Total Cost of Investments	\$4,077,602.81

Delivery Date 10/25/2017

**SCHEDULE B**  
**To Escrow Deposit Agreement**

**ESCROW CASH FLOW AND PROOF OF SUFFICIENCY**

FINAL

**School District No. 34 of Calcasieu Parish, State of Louisiana**  
**\$3,840,000 General Obligation Refunding Bonds, Series 2017**  
**(Refunding Select Maturities of 2009B, GM, Insured)**

**Escrow Fund Cashflow**

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
10/25/2017	-	-	-	0.81	-	0.81
01/15/2018	63,292.00	1.030%	13,207.50	76,499.50	76,500.00	0.31
07/15/2018	46,771.00	1.250%	29,729.00	76,500.00	76,500.00	0.31
01/15/2019	47,192.00	1.330%	29,307.75	76,499.75	76,500.00	0.06
07/15/2019	47,507.00	1.410%	28,993.93	76,500.93	76,500.00	0.99
01/15/2020	3,872,840.00	1.480%	28,659.01	3,901,499.01	3,901,500.00	-
<b>Total</b>	<b>\$4,077,602.00</b>	<b>-</b>	<b>\$129,897.19</b>	<b>\$4,207,500.00</b>	<b>\$4,207,500.00</b>	<b>-</b>

**Investment Parameters**

Investment Model (PV, GIC, or Securities)	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.81
Cost of Investments Purchased with Bond Proceeds	4,077,602.00
Total Cost of Investments	\$4,077,602.81
Target Cost of Investments at bond yield	\$4,037,732.71
Actual positive or (negative) arbitrage	(39,870.10)
Yield to Receipt	1.4774507%
Yield for Arbitrage Purposes	1.9429028%
State and Local Government Series (SLGS) rates for	9/27/2017



**SCHEDULE C**  
**To Escrow Deposit Agreement**

**DEBT SERVICE ON REFUNDED BONDS**

FINAL

**\$11,725,000**

School District No. 34, Parish of Calcasieu, State of Louisiana  
General Obligation Refunding Bonds, Series 2009B  
(Bonds to be Refunded)

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
01/15/2018	-	76,500.00	76,500.00	-	4.000%	76,500.00	76,500.00
07/15/2018	-	76,500.00	76,500.00	-	-	76,500.00	76,500.00
01/15/2019	-	76,500.00	76,500.00	-	4.000%	76,500.00	76,500.00
07/15/2019	-	76,500.00	76,500.00	-	-	76,500.00	76,500.00
01/15/2020	3,825,000.00	76,500.00	3,901,500.00	-	4.000%	76,500.00	76,500.00
07/15/2020	-	-	-	-	-	76,500.00	76,500.00
01/15/2021	-	-	-	-	4.000%	76,500.00	76,500.00
07/15/2021	-	-	-	-	-	76,500.00	76,500.00
01/15/2022	-	-	-	895,000.00	4.000%	76,500.00	971,500.00
07/15/2022	-	-	-	-	-	58,600.00	58,600.00
01/15/2023	-	-	-	940,000.00	4.000%	58,600.00	998,600.00
07/15/2023	-	-	-	-	-	39,800.00	39,800.00
01/15/2024	-	-	-	975,000.00	4.000%	39,800.00	1,014,800.00
07/15/2024	-	-	-	-	-	20,300.00	20,300.00
01/15/2025	-	-	-	1,015,000.00	4.000%	20,300.00	1,035,300.00
<b>Total</b>	<b>\$3,825,000.00</b>	<b>\$382,500.00</b>	<b>\$4,207,500.00</b>	<b>\$3,825,000.00</b>	<b>-</b>	<b>\$925,900.00</b>	<b>\$4,750,900.00</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	10/25/2017
Average Life	5.774 Years
Average Coupon	4.0000000%
Weighted Average Maturity (Par Basis)	5.774 Years
Weighted Average Maturity (Original Price Basis)	5.774 Years

**Refunding Bond Information**

Refunding Dated Date	10/25/2017
Refunding Delivery Date	10/25/2017

**SCHEDULE D**  
**To Escrow Deposit Agreement**

**COSTS OF ISSUANCE**

Bond Counsel Fees	\$24,340.00
Bond Counsel Expenses	3,000.00
Financial Advisor	9,220.00
Underwriter's Counsel	15,000.00
State Bond Commission Fees	2,791.00
CPA Verification	3,000.00
OS Preparation	3,000.00
POS/OS Printing	3,000.00
Legal Publication	3,500.00
Paying Agent Fees	2,500.00
Escrow Agent Fees	6,500.00
Rating Agency- S&P	12,000.00
Ideal	950.00
Contingencies	2,500.00

<b>TOTAL</b>	<b>\$91,301.00</b>
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**Calcasieu Parish School Board Head Start  
Serving Calcasieu Parish**

**Policy Council  
By-Laws**

**Article I  
Name and Authority**

**Section 1**

The name of the organization shall be the Calcasieu Parish School Board (CPSB) Head Start Policy Council, hereafter referred to as the Policy Council.

**Section 2**

All Policy Council authorities are outlined as follows from Head Start Program Performance Standards, 45 CFR Part 1304:

- Procedures for program planning in accordance with this Part and the requirements of 45 CFR 1305.3.
- The program's philosophy and long- and short-range program goals and objectives (see 45 CFR 1304.51(a) and 45 CFR 1305.3 for additional requirements regarding program planning).
- The selection of delegate agencies and their service areas (this regulation is binding on Policy Councils exclusively) (see 45 CFR 1301.33 and 45 CFR 1305.3(a) for additional requirements about delegate agency and service area selection, respectively).
- Criteria for defining recruitment, selection, and enrollment priorities, in accordance with the requirements of 45 CFR Part 1305.
- All funding applications and amendments to funding applications for Early Head Start and Head Start, including administrative services, prior to the submission of such applications to the grantee (in the case of Policy Committees) or to HHS (in the case of Policy Councils).
- Policy Council, Policy Committee, and Parent Committee reimbursement. Grantee and delegate agencies must enable low-income members to participate fully in their group responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the members.
- The annual self-assessment of the grantee or delegate agency's progress in carrying out the programmatic and fiscal intent of its grant application, including planning or other actions that may result from the review of the annual audit and findings from the Federal monitoring review (see 45 CFR 1304.5(i)(1) for additional requirements about the annual self-assessment).
- The composition of the Policy Council or the Policy Committee and the procedures by which policy group members are chosen.

- Procedures describing how the governing body and the appropriate policy group will implement shared decision-making.
- Internal dispute resolution. Each grantee and delegate agency and Policy Council or Policy Committee jointly must establish written procedures for resolving internal disputes, including impasse procedures, between the governing body and policy group.
- Program personnel policies and subsequent changes to those policies, in accordance with 45 CFR 1301.31, including standards of conduct for program staff, consultants, and volunteers.
- Decisions to hire or terminate the Early Head Start or Head Start Director of the grantee agency.
- Decisions to hire or terminate any person who works primarily for the Early Head Start or Head Start program of the grantee agency.

### **Section 3**

Order of Authority is Head Start Performance Standards, Policy Council By-Laws, Policy Council Rules, and Robert's Rules of Order in descending order.

## **Article II** **Purpose**

### **Section 1**

The purposes of the Policy Council are as follows:

- A. To participate in shared decision-making as outlined in the Head Start Performance Standards 45 CFR Part 1304;
- B. To work with the CPSB, and the Early Childhood Director for the effective provision of services;
- C. To promote, support, and maintain the high principles and standards of the U. S. Department of Health and Human Services Head Start Program; and
- D. To promote the leadership and creative thinking necessary to work towards complete compliance with the Head Start Program Performance Standards and foster excellence in early childhood education.

## **Article III** **Structure**

### **Section 1**

The Policy Council shall be comprised of Parent Representatives (Parent Rep), Community Representatives (Community Rep), Standing Committees, Special Committees, Ex-officio Members, and Honorary Members. At least 51 percent of the members of the Policy Council must be the parents of currently enrolled children as defined in 45 CFR 1306 (parents of currently enrolled students).

## **Article IV**

### **Officers**

#### **Section 1**

The Officers - consists of the President, Vice President, and Secretary, each with the exception of the President, having an equal vote in the decisions of the Council.

1. The President, elected by the Policy Council, shall chair the Policy Council.
  2. The President shall have the following Powers and Duties:
    - a) Preside over Policy Council Meetings;
    - b) Serve as the official Representative of the Policy Council;
    - c) Have Signature authority for the Policy Council;
    - d) Appoint Committee members to be approved by the Policy Council; and
    - e) Carry out such reasonable duties as requested by the Policy Council, Early Childhood Director, or ACF/DHHS.
- A. The Vice President
1. The Vice President shall have the following Powers and Duties:
    - a) Carry out all of the duties of the President in his/her absence;
    - b) Preside over Policy Council Meetings in the absence of the President;
    - c) Serve on all Policy Council Special Committees to include Personnel Committees;
    - d) Carry out such reasonable duties as requested by the Policy Council, Early Childhood Director, or ACF/DHHS.
- B. The Secretary
1. The Secretary shall have the following Powers and Duties:
    - a) Work with the Head Start Staff to ensure that accurate minutes of Policy Council meetings are recorded and placed on file;
    - b) Ensure that minutes are completed within seven days following the meeting and submitted to the President;
    - c) Assist with Policy Council mailings and distributions as necessary; and
    - d) Carry out such reasonable duties as requested by the Policy Council, Early Childhood Director, or ACF/DHHS.

#### **Section 2**

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

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

- C. Deliberations shall take place in closed session where only the allegations and responses as well as the motion to excuse may be discussed all guests, Honorary Members, and the Officer in question will leave the room for closed session.
- D. The vote must take place in open session and may be in any form outlined in Roberts Rules of Order.
- E. Once an Officer has been removed from his/her position he/she retains membership unless a separate vote is taken to remove the member from the Policy Council.
- F. An Officer with two unexcused or two consecutive absences forfeits position as well as membership to the Policy Council.
- G. Only the Policy Council may excuse absences.

## **Article V**

### **Membership**

#### **Section 1**

The Policy Council shall consist of:

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

3. Honorary Membership may be rescinded by a two-thirds vote of the entire Policy Council.
4. Honorary Members must be reappointed each program year.

## **Section 2**

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

## **Section 3**

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

## **Section 4**

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

## **Section 5**

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

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

## **Article VI**

### **Committees**

#### **Section 1**

##### Standing Committees

- A. Standing Committees shall be formed as needed and governed through the Policy Council Rules
  - 1. Standing Committees shall be created by a majority vote of the entire Policy Council.
  - 2. Standing Committees may be dissolved by a two-thirds vote of the entire Policy Council.

#### **Section 2**

##### Special Committees

- A. Special Committees shall be governed by the purpose and objectives issued by the Policy Council.
  - 1. Special Committees shall be created by the Policy Council for a specific purpose and to meet defined objectives.
    - a) The purpose and objectives for special committees shall be included in the motion to create the committee.
  - 2. Special Committees will be dissolved at the end of the complete term of the sitting President or when the purpose and objectives of said committee are completed, whichever is first achieved.

#### **Section 3**

Upon acting outside the purpose and objectives of the committee, committee members may be removed from their position by a two-thirds (2/3) vote of the Committee or a majority vote of the Policy Council.

## **Article VII**

### **Parent Committees**

#### **Section 1**

A Parent Committee will be organized at each center base setting under the direction of the Site Facilitator with the support of the Family Services staff.

- A. Committee members must be parents of currently enrolled students; and
- B. Regular meetings will be held with the support and assistance of the teaching staff, management staff, and administration; and
- C. Activities of the Parent Committee are addressed in the Head Start Performance Standards.



## **Section 2**

The Parent Committee shall elect officers such as Chairperson, Vice-Chairperson, and Secretary or another configuration if they so desire in a forum where all parents have been properly notified. The Parent Committee shall also elect the Parent Reps and Alternates from their perspective center.

## **Article VIII** **Meetings**

### **Section 1**

The meeting will be held in September through July on the 3<sup>rd</sup> Monday of the month of the Program Year. If the 3<sup>rd</sup> Monday of the month falls on a holiday, the meeting will be conducted during the 2<sup>nd</sup> Monday of the month, unless otherwise noted. Notice of the regular meetings shall be sent or delivered to each CPSB Head Start Policy Council member at least one week prior to the meeting.

### **Section 2**

Emergency meetings may be called by the CPSB Head Start Policy Council President, the Early Childhood Director, and the CPSB or at the request of three Policy Council members. CPSB Head Start Policy Council members must be notified at least twenty-four (24) hours prior to emergency meetings. CPSB Head Start Policy Council members may proxy their vote for the emergency constituting the emergency meeting. The proxy must contain the members name, center represented, date the vote was cast, and their vote on the emergency issues. Members issuing a proxy vote should not discuss the issue with any other member of the CPSB Head Start Policy Council, the Early Childhood Director, or Honorary Members prior to submitting their vote. The proxy vote must be faxed, emailed or hand delivered to the office of the Early Childhood Director by the close of business within two (2) business days of the emergency meeting in which the issue was raised.

### **Section 3**

- A. Quorum at all regular meetings shall consist of at least 51% voting members.
- B. Quorum at all emergency meetings shall consist of at least 30% voting members.
- C. Unless otherwise specified in the minutes of a meeting, a majority vote by the quorum present will constitute official CPSB Head Start Policy Council action.

### **Section 4**

Any CPSB Head Start Policy Council member who is absent for two (2) consecutive regular Policy Council meetings without an excuse shall surrender his/her seat as Policy Council Representative and the Alternate will become the voting Representative at the next regular meeting. The appropriate electing center base setting or Parent Committee shall be given notice by the President in order that said group will be aware of the new Representative and so that they may fill the vacant Alternate position. Community Representative vacancies will be filled by the recommendation of the Grantee staff and the name forwarded to the CPSB Head Start Policy Council for approval.

## **Section 5**

The first meeting of the program year for the CPSB Policy Council shall be held in September. The initial CPSB Head Start Policy Council meeting shall be for the seating of the new members and election of officers, as well as for the transaction of business.

## **Section 6**

Concise minutes shall be kept of the actions taken by the CPSB Head Start Policy Council. Each voting member of the CPSB Head Start Policy Council, CPSB, the Early Childhood Director, and each Head Start center base setting shall receive a copy of the minutes before the next meeting is held. The minutes of the meeting are public record.

## **Section 7**

Staff, other than the Early Childhood Director, is not required to attend Policy Council meetings. Staff members can be used in a consultative, non-voting capacity upon the request of the Early Childhood Director. Center Professionals and guest (non-Policy Council members) shall be required to receive permission from the President or the President Designee to speak. Policy Council meetings are public meetings. Staff members may attend meetings as guests, on their own time. During any “closed session” sections of any meeting, the guests must leave the room until that section is completed.

## **Section 8**

CPSB Head Start Policy Council meetings may be held via telephone conference call when deemed necessary to conduct the business of the Policy Council. The decision to hold a meeting via telephone conference call may be made at a previous meeting or with 24 hours notice by telephone to all voting members. All sections pertaining to meetings apply to meetings by conference call. Members may attend 50% of the regularly scheduled Policy Council meetings via conference call when approved by the Policy Council.

## **Section 9**

All CPSB Head Start Policy Council members requiring reimbursement for travel will be reimbursed at rates established in the CPSB Personnel Policies and Procedures manual. Members can either be reimbursed by check or they may contribute their travel expenses in the form of non-federal share/in-kind by completing and signing the appropriate in-kind form. Travel reimbursement forms and in-kind contribution forms will be available at Policy Council meetings. Travel reimbursement will be in the form of checks.

## **Section 10**

All CPSB Head Start Policy Council members requiring child care in order to attend the meeting must notify the Head Start staff at least 5 days prior to the scheduled meeting so that arrangements can be made. When child care is not provided on-site at the Policy Council meeting, Policy Council voting members can be reimbursed for child care expenses when providing a receipt for having paid for child care services.

## **Article X**

### **Amendments**

The amendment procedure shall be as follows:

- A. No words contained in the Calcasieu Parish School Board Head Start Policy Council By-Laws can be changed without first going through the proper amendment process;
- B. The amendment process shall be as follows:
  - 1. A proposed amendment shall be recommended by a majority vote of the Policy Council through any Policy Council Member's written proposal;
  - 2. The recommendation shall be tabled until the next Policy Council meeting. At the next Policy Council meeting, the proposed amendment shall be presented to the Policy Council and shall pass only by a two-thirds vote;

## **ITEM 9.C.**

### **COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CALCASIEU PARISH SCHOOL BOARD AND THE LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM ON BEHALF OF SOWELA TECHNICAL COMMUNITY COLLEGE**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “Agreement”) is made and entered into effective as of October 3, 2017 (the “Effective Date”), pursuant to the 1974 Louisiana Constitution, Article VII Section 14(C), wherein governmental and private entities are empowered to enter into Cooperative Endeavor Agreements, further by and between:

**THE CALCASIEU PARISH SCHOOL BOARD** (the “School Board”), a political subdivision of the State of Louisiana within the meaning of Article VI, Section 44, of the 1974 Louisiana Constitution, acting through Karl Bruchhaus, its Superintendent, duly authorized pursuant to a resolution adopted on \_\_\_\_\_, 2017, a certified copy of which is attached; and

**LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM, SOWELA TECHNICAL COMMUNITY COLLEGE** (“LCTCS”), whose mailing address is 265 S. Foster Drive, Baton Rouge, LA 70806 represented by and through Joseph F. Marin, its Chief Financial Officer/Chief Operating Officer, duly authorized (hereinafter referred to as “LCTCS”);

(the School Board and LCTCS are collectively referred to as the “Parties”).

#### **RECITALS**

A. In January of 2006, LCTCS leased eleven (11) modular buildings (the “Buildings”) for use as classroom and office space after the SOWELA Technical Community College (“SOWELA”) campus sustained damage from Hurricane Rita; subsequently, in 2009, LCTCS purchased the Buildings; and

B. SOWELA no longer needs the Buildings; and

C. To avoid the cost of moving or demolishing the Buildings, to furnish additional parking areas for the benefit of the students and staff of SOWELA, to enhance the overall esthetics of the SOWELA campus, and to avoid the continuing cost to insure and maintain the Buildings, LCTCS desires to transfer title to and possession of the Buildings to the School Board, in consideration of the obligations set forth herein; and

D. The School Board has a need for additional classroom and office space to further its mission of furnishing primary and secondary education to the citizens of Calcasieu Parish,

Louisiana; permitting the School Board to take title to and to utilize the Buildings will serve that need and will also further the mission of LCTCS in furnishing post-secondary education and training services for the citizens of southwest Louisiana; and

E. LCTCS and the School Board hereby enter into this Agreement in order to further their respective missions of furnishing educational and training opportunities to persons in and around Lake Charles, Louisiana.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

**1. PUBLIC PURPOSE.** The Parties agree that the public purpose for this Agreement is to provide residents of Lake Charles, Louisiana and surrounding areas with opportunities for training and education in Calcasieu Parish, which will benefit the health and welfare of residents of Calcasieu Parish, Louisiana and surrounding areas. The Parties have determined that:

- (a) the transactions contemplated pursuant to this Agreement are for a public purpose that comports with a governmental purpose that each of the Parties may pursue;
- (b) the transactions, taken as a whole, are not gratuitous; and
- (c) each of the Parties have a reasonable expectation of receiving at least equivalent value in exchange for the transactions contemplated by this act.

**2. TRANSFER BY LCTCS.** For and in consideration of the obligations of the School Board set forth in this Agreement, LCTCS does hereby transfer to the School Board all of its right, title and interest in and to the Buildings without any warranty whatsoever, even as to title. In connection with the transfer, the School Board expressly waives and renounces all warranties, including without limitation, all warranties as to the condition of the Buildings, the absence of any apparent or hidden defects in the Buildings, and the warranties that the Buildings are free from redhibitory defects and are fit for their intended purpose. LCTCS agrees to sign any and all documents reasonably requested by the School Board to evidence the transfer of the title of the Buildings to the School Board.

**2.1** The LCTCS agrees to protect, defend, indemnify, save, and hold harmless, the Calcasieu Parish School Board, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the LCTCS during the use of the modular buildings by, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the LCTCS as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the Calcasieu Parish School Board, its officers, agents, servants, employees and volunteers..

**3. OBLIGATIONS OF THE SCHOOL BOARD.**

3.1 Within fifteen (15) days of the date of this Agreement, the School Board will, at its sole cost and expense, relocate the Buildings to property owned by the School Board. Any damage occasioned to the property of LCTCS as result of relocating the Buildings will be promptly repaired by the School Board.

3.2 Commencing no later than the Effective Date, the School Board will procure and maintain hazard insurance and/or self-insurance coverage for an amount of no less than the replacement value of the Buildings and liability insurance and/or self-insurance coverage in an amount of no less than \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate, which coverages shall name LCTCS and the State of Louisiana Office of Risk Management as additional insureds. The required insurance policies will provide that coverage cannot be modified or terminated absent no less than thirty (30) days advance written notice to LCTCS and to the State of Louisiana Office of Risk Management; the School Board will furnish certificates evidencing the required coverage on or prior to the Effective Date. In addition to the insurance coverages required herein, the School Board will enter into a hold harmless agreement in favor of the State of Louisiana Office of Risk Management for any damage to the Buildings or other casualty which might arise during the transport of the Buildings. The required insurance shall terminate at the time all of the Buildings have been relocated to and installed on the property of the School Board.

3.3 For a period of five (5) years commencing with the date of this Agreement, the School Board agrees that LCTCS may use any one of the Buildings (as designated by LCTCS) at no cost to LCTCS. This right of use can be exercised by furnishing written notice to the School Board. If the Building to be used by LCTCS will remain on School Board property, the School Board will grant appropriate servitudes necessary to or convenient for access to and use of the Building, including, without limitation, rights of passage, utilities servitudes, and parking. In the event the Building to be used by LCTCS will be located off of School Board property, LCTCS will be solely responsible for any costs, liabilities, or damage arising from the transport of the Building.

#### **4. TERM.**

The term of this Agreement shall begin on the Effective Date and end five (5) years thereafter. LCTCS may terminate this Agreement, on written notice to the School Board, if the School Board fails to cure any default of its obligations hereunder within thirty (30) days of written notice from LCTCS specifying the default. In the event of such a termination, LCTCS may recover possession and ownership of any or all of the Buildings, at LCTCS's option.

#### **5. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS.**

5.1 Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only when reduced to a writing approved and executed by both Parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

5.2 Time is of the essence, and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

5.3 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

5.4 If any Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement, by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the Party delayed in acting as required under the terms of this Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for cure or performance of any such act shall be extended for a period equivalent to the period of such delay.

5.5 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

5.6 Any suit filed by a Party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall, except as otherwise mandated by law, be filed in the 19th Judicial District Court for the Parish of East Baton Rouge which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

5.7 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

5.8 The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each Party and the right to demand specific performance and any claim to damages suffered hereunder.

5.9 This Agreement may be amended only by mutual written consent of the Parties.

5.10 Each representative herein warrants that he or she has the requisite authority and permission to enter, sign and bind his or her office.

5.11 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.

6. **ASSIGNMENT.** Neither Party may assign this Agreement or any portion thereof without the prior written consent of the other Party, which consent may be withheld, conditioned, or delayed in the sole and absolute discretion of the non-assigning Party.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

8. **NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

9. **NOTICES.** Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by a private, commercial carrier such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a Party in written notice to the other Party compliant with this section.

**If to LCTCS:**

Dr. Monty Sullivan, President  
Louisiana Community & Technical College System  
265 S. Foster Drive  
Baton Rouge, LA 70806

**If to DIVISION:**

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

**THUS DONE AND SIGNED** effective as of September \_\_\_\_\_, 2017.

**THE CALCASIEU PARISH SCHOOL BOARD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LOUISIANA COMMUNITY AND  
TECHNICAL COLLEGE SYSTEM ON**



**BEHALF OF SOUTH CENTRAL LOUISIANA  
TECHNICAL COLLEGE**

By: \_\_\_\_\_  
Joseph F. Marin, Chief Financial Officer/  
Chief Operating Officer

Date: \_\_\_\_\_

## BID REPORT

Item 10.A.

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

DATE: October 03, 2017

DESCRIPTION:

Gillis Elementary - Drainage Improvements

FUNDS: Sales Tax District #3

BID NUMBER: 2018-04PC

DESIGNER: Moss Architect, Inc.

CONTRACTOR	BASE BID
Gunter Construction	\$344,000.00
Keiland Construction	\$284,750.00
Kraus Construction	
Pat Williams Construction	\$497,000.00
R.A. Edgin Construction	
Seth Priola Construction	
R.D. Spell, Inc.	\$495,600.00
Central Auction House Merrick LLC	\$290,000.00

The Committee recommends award of the contract to:

Keiland Construction

(Base Bid) in the amount of: \$284,750.00

Two Hundred Eighty Four thousand Seven Hundred Fifty Dollars

as the lowest qualified bidder meeting specifications.

**CHANGE ORDER**

Change Order No.: 05  
Date: **October 2, 2017**  
Contract Date: **April 24, 2017**

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

Project No.: **Calcasieu Parish School Board - Project No. 201705Pc  
Champeaux Evans Hotard - Project No. 1715**

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

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

The Original Contract Sum	<b>\$13,495,000.00</b>
Net Change by Previous Change Order	<b><u>\$444,444.54</u></b>
Contract Sum Prior to this Change Order	<b>\$13,939,444.54</b>
Contract Sum will be <u>increased</u> by this Change Order	<b><u>\$129,191.52</u></b>
New Contract Sum Including this Change Order	<b>\$14,068,636.06</b>

Contract Time will be <u>increased</u> by:	<b>25 days</b>
Revised Contract Completion Date:	<b>August 29, 2019</b>

**RECOMMENDED**

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

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

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**ACCEPTED**

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

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

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED**

**Calcasieu Parish  
School Board  
(OWNER)**

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

By: \_\_\_\_\_

Dated: \_\_\_\_\_



10000 - Oak Street  
Lake Worth, FL 33466

phone: 561 938-0000  
fax: 561 938-0000

www.champeaux.biz

Date: **October 2, 2017**

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

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

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

Re: **CEH Project # 1715  
Calcasieu Parish School Board  
Classroom Pods - Phase X**

## Change Order No. 5 - Recap

### Additional Excavation and Backfill at Building Pads

Additional excavation and backfill required to remove and replace poor soil conditions encountered during site work operations. Cost is based on the Unit Cost Price provided at bidding. (Refer to supporting documentation, attached hereto.)

<b>LaGrange High School</b>		\$27,329.94
<b>Bell City High School</b>		\$14,022.69
<b>S. J. Welsh Middle School</b>		<u>\$6,142.62</u>
<b>Amount Requested:</b>	<b>ADD</b>	<b>\$47,495.25</b>
<b>Days Requested:</b>		<b>No Change</b>

### Change Order Request No.17

**A.A. Nelson Elementary School** - As requested by Owner, disassemble existing Metal Storage Building, demolish existing foundation, construct new foundation at an alternate location, and re-erect the existing building, to accommodate new enlarged Pod Construction. (Refer to supporting documentation, attached hereto.)

<b>Amount Requested:</b>	<b>ADD</b>	<b>\$54,276.56</b>
<b>Days Requested:</b>	<b>ADD</b>	<b>20 days</b>

### Change Order Request No.29

**Sam Houston High School** - As requested by Owner, modify sewer rough-in to accommodate future Faculty Restrooms, Sink, and Janitor Sink, etc. (Refer to supporting documentation, attached hereto.)

<b>Amount Requested:</b>	<b>ADD</b>	<b>\$3,610.50</b>
<b>Days Requested:</b>	<b>ADD</b>	<b>1 day</b>

Calcasieu Parish School Board  
Classroom Pods – Phase X  
Change Order No.5 - Recap  
CEH Project # 1715  
October 2, 2017  
Page 2 of 3

**Change Order Request No.35**

**All Buildings / All Schools** – Credit for difference in cost between custom-fabricated (as originally estimated) 2" diameter extra-heavy-duty bearing washers specified and included in Change Order Request No.32 and actual cost of available specification compliant pre-manufactured washers. (Refer to supporting documentation, attached hereto.)

Amount Requested:     **DEDUCT (\$3,597.00)**  
Days Requested:                     **No Change**

**Change Order Request No.36**

**LaGrange High School** – Load, haul, and dispose of excavated material from LaGrange High School building pad, as directed by Owner. (Refer to supporting documentation, attached hereto.)

Amount Requested:             **ADD \$11,125.15**  
Days Requested:                     **No Change**

**Change Order Request No.37**

**S. J. Welsh Middle School** – Credit for (1) in-ground high-voltage splice box which could not be installed as originally designed, due to existing site conditions, and credit for overtime premium not utilized. Both as included in Change Order No.2, Change Order Requests No. 19 & 20. (Refer to supporting documentation, attached hereto.)

Amount Requested:     **DEDUCT (\$2,612.68)**  
Days Requested:                     **No Change**

**Change Order Request No.38**

**Bell City High School, LaGrange High School, Sam Houston High School, S.J. Welsh Middle School** – Structural modifications to stairwell walls and elevator walls at (4) 2-story pods, for current code compliance, as recommended by Charles Ladner, P.E. (Refer to supporting documentation, attached hereto.)

Amount Requested:             **ADD \$10,851.75**  
Days Requested:                     **ADD 4 days**

**Change Order Request No.39**

**Bell City High School, LaGrange High School, Sam Houston High School, S.J. Welsh Middle School** – Modifications to elevator pit at (4) 2-story pods, as required by elevator manufacturer. (Refer to supporting documentation, attached hereto.)

Amount Requested:             **ADD \$4,620.55**  
Days Requested:                     **No Change**

Calcasieu Parish School Board  
Classroom Pods - Phase X  
Change Order No.5 - Recap  
CEH Project # 1715  
October 2, 2017  
Page 3 of 3

**Change Order Request No.40**

**Bell City High School, LaGrange High School, Sam Houston High School, S.J. Welsh Middle School** - Modifications to Bar Joists and attachment angles/anchors, as recommended by Charles Ladner & Associates. (Refer to supporting documentation, attached hereto.)

Amount Requested:	<b>ADD</b>	<b>\$2,212.48</b>
Days Requested:		<b>No Change</b>

**Change Order Request No.42**

**Bell City High School** - Change certain interior, second floor walls from 8" CMU to 6" metal stud framing with 5/8" High Abuse/Impact Gypsum Board each side, insulated, and painted - where currently unsupported, as an alternative to adding structural steel support beams below these walls (Refer to supporting documentation, attached hereto.)

Amount Requested:	<b>ADD</b>	<b>\$1,208.96</b>
Days Requested:		<b>No Change</b>

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

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**ADD \$129,191.52**

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

**ADD 25 days**

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
<b>RESIGNATIONS</b>				
Laura Fontenot	Bus Driver	LaGrange High	07/31/17	Accepted other employment
Marian Palumbo	Cafeteria Technician	Sulphur High	09/08/17	Relocating
Tina Seabaugh	Paraprofessional	Westwood Elementary	08/31/17	Personal reasons
Ross Blankenship	Teacher	LeBlanc Middle	07/31/17	Seeking other employment
Razonda Landry	Paraprofessional	Federal Programs	09/01/17	Personal reasons
Aysia Brumfield	Paraprofessional	Clifton Head Start	09/21/17	Personal reasons
Danette McManus	Instructional Coach	PROGRESS	09/04/17	Personal reasons
Gloria Predium	Cafeteria Technician	College Oaks	09/22/17	Personal reasons
Joyce Nash	Custodian	Barbe High	09/21/17	Personal reasons
LaWanna Holmes	Bus Driver	F.K. White Middle	09/29/17	Accepted other employment
Mary August	Bus Aide	Prien Lake Elementary	08/09/17	Personal reasons
Carmeletta Joseph	Paraprofessional	Brenda Hunter	09/18/17	Personal reasons
Timothy Eaglin	Paraprofessional	CPAS	09/11/17	Personal reasons
Christopher Trahan	Bus Driver	Sulphur High 9th	09/19/17	Personal reasons
Carl Flanagan	Teacher	Combre-Fondel	09/26/17	Personal reasons
Nikki Porter	Teacher	J.I. Watson Elementary	09/29/17	Personal reasons
<b>RETIREMENT</b>				
Maria Diaz	Clerk	Risk Management	12/31/17	
Terri Todd	Teacher	F.K. White Middle	09/09/17	
Gail Hanchey	Clerk	Cypress Cove Elementary	09/29/17	
Nancy Richard	Bus Driver	College Oaks	01/05/18	

MATERNITY LEAVE				Due Date:
Kathrin Caldwell	Teacher	S.P. Arnett	9/5/17 - 10/31/17	9/5/2017 [B]
Kasey Damiata	Teacher	Fairview Elementary	10/18/17 - 12/6/17	10/20/17 [A]
Leah Renfrow	Teacher	Vinton Elementary	9/7/17 - 10/31/17	9/6/17 [B]
Chezli Primeaux	Teacher	Kaufman Elementary	4/1/18 - 5/25/18	4/1/18 [B]
Shaylee Heard	Teacher	DeQuincy Primary	10/6/17 - 11/27/17	10/10/17 [B]
Latisha Murray	Cafeteria Technician	St. John Elementary	10/2/17 - 12/14/17	11/2/17 [B]
LEAVE WITHOUT PAY				
Diana LaRussa	Bus Driver	Fairview Elementary	9/18/17 - 9/17/18	
Kammie Dronette	Bus Driver	Sam Houston	8/23/17 - 5/25/18	
April Pritchett	Clerk	Transportation	8/14/17 - 1/3/18	
MEDICAL SABBATICAL				
Terri Simpson	Teacher	Maplewood Middle	Fall 2017-2018	
Sheila Chisholm	Teacher	Moss Bluff Elementary	Fall 2017-2018	
Michelle Conner	Teacher	Bell City	Fall 2017-2018	Beginning 9/11/17
Shellie Eskew	Teacher	SPED - Elementary	Fall 2017-2018	Beginning 8/16/17
Michelle Arrington	Teacher	J.J. Johnson Elementary	Fall 2017-2018	Beginning 8/28/17

APPROVED - September 26, 2017

