

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board Meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, December 13, 2022.

The meeting was called to order by Annette Ballard, President. The prayer and pledge were led by Russell Castille.

ROLL CALL

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

Absent: Bliss Bujard

APPROVAL OF MINUTES

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On a motion by Mr. Hardesty and a second by Mr. Smith, the Minutes of November 17, 2022 were approved on a unanimous vote:

PRESENTATIONS

A. Lake Charles Memorial Hospital Sports Medicine quarterly report/Dr. Brian Harrell

B. AP Scholars/Lorri Caldwell, Supervisor, Advanced Studies

The names are listed at the end of this document and as a portion of the Minutes at www.cpsb.org under Minutes.

SUPERINTENDENT'S REPORT

Dr. LaFargue gave the following report:

1. You have each received your Head Start report:

Program Governance

- Policy Council Meeting was held on November 14, 2022. The following items were approved:
 - ✓ Director's Report for October 2022 and November 2022
 - ✓ Financial Report for September 2022 and October 2022
 - ✓ 2021-22 Annual Report
 - ✓ Policy Council Shirt

- Parent Engagement activities concluded for the 1st semester. Approximately 25 parents participated in Parenting Partners for 6-weeks. Topics covered were creating confident kids, communication that works, and Discipline: Practice for Success.

Program Operations

- Enrollment – 450

2. You have each received the school population report, showing numbers from the end of August compared to the numbers at the end of November for this school year.

3. I would like to report our November, 2022 sales tax numbers for our general fund which show collections at \$2,746,965 or 19.6 % above budget for the 5th month of the 2022-2023 school year.

- Collections are \$1,790,419 or 12.0% above collections for the same month last year.
- After 5 months, collections are \$5,593,347 or 7.8% above budget and \$215,370 or .3% above the same period last year.

4. Hurricane Information: The summary is at your seating area.

5. The CPSB Technology Department held their first Community Buyback sale online for iPads on Monday, November 28. The iPads being sold were retired by schools and ranged from iPad Air Pro 2 to iPad 7th generation. Currently schools are using iPad 8th and 9th generation. The purpose of the sale was to provide parents with students in our school system the opportunity to purchase discounted technology that could be used at home by the students in hopes of closing the connectivity gap in our community. Money from the sale will be used to repair the district's current equipment used in the classrooms. The Technology Department had close to 300 iPads in the sale. The sale began at 8 a.m. and all iPads were sold by 8:10 a.m. The Technology Department is distributing iPads to the parents who purchased beginning on Monday, December 12.

6. Tony McCardle has been selected by the National Federation of High Schools Music Committee to receive the Louisiana **NFHS Outstanding Music Award**. The National Federation of State High School Associations annually recognizes outstanding high school music directors, educators, supervisors, and adjudicators. The Citation is one of the highest awards presented by the NFHS in the fine arts

7. Staff visited the new Office of Juvenile Justice Services facility on East Prien Lake Road. The facility showcases the commitment to providing appropriate interventions for youth in our area. We are fortunate to continue to grow our partnership with the Marc Center and OJJS. This concludes my report.

EXECUTIVE SESSION

A. Liability Claim #CLAS11416A1/A2, Defense Attorney Chris Ieyoub

On a motion by Mr. Dellafosse and a second by Mr. Hardy, the Board adjourned into Executive Session on a unanimous vote at 5:28 p.m. The Board resumed Regular Session on the same motions at 5:45 p.m.

TAKE ACTION ON EXECUTIVE SESSION

A. Liability Claim #CLAS11416A1/A2, Defense Attorney Chris Ieyoub

On a motion to approve the staff settlement recommendation by Mr. Breaux and a second by Mr. Hardy, the motion carried on a unanimous vote.

COMMITTEE REPORT

A. Employee Benefits/December 1, 2022/Aaron Natali, *Chair*

Mr. Natali gave the following report:

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at 3310 Broad Street, Lake Charles, Louisiana, on Thursday, December 1, 2022, at 5:00 p.m. The meeting was called to order by Mr. Wayne Foster. Ms. Hattie White gave the invocation and led us in prayer. Mr. Patrick Fontenot led the Pledge of Allegiance.

The roll was called, and quorum was not present. The following committee members were in attendance, Mike Hill, Wayne Foster, Loree Smith, Hattie White, Patrick Fontenot, Dianne Bagwell, Hollie Howard and Vanessa Deville.

No formal action was taken, but the members present received the following information on the status of the health insurance plan from Kathy Sonnier with HUB International.

- Membership has stabilized after the change last year to the Retiree Group Medicare Advantage offering:
 - 3,920 Contracts including 7,359 members on CPSB Group Health Plan
 - 1,507 Contracts on the Group Medicare Advantage Plan
 - Average Contract Age decreased from 57.3 to 51.9 years of age
- Overall Claim Utilization for the time-period May – October is down \$2 million; however, the numbers of contracts have decreased. Decrease in inpatient, outpatient, professional and other claims, but an increase in prescription claims.
- Contract utilization for the time-period May – October is at \$1,167.82 per contract per month, which is 7.61% higher than the projected amount of \$1,085.19.

There being no further business, a motion to adjourn was made by Wayne Foster, seconded by Mike Hill and approved unanimously.

Information only, no action required.

TAKE APPROPRIATE ACTION

Mrs. Ballard read the following:

Items A-I are available for viewing at the end of this document and as a portion of the Minutes posted at www.cpsb.org under Minutes.

A. Approval of Head Start Annual Report

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

B. Approval of Cooperative Endeavor Agreement with CPSO for new Director of Security position through CPSO

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

C. Approve calendar change to extend Christmas Holiday by one day and return January 3 and not January 2 (January 2 is an official state holiday)

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

D. Consider modifying INDORAMA ITEP #20180403 due to non-compliance with original agreement

Mr. Hardy, with a second by Mr. Duhon, offered a motion to approve.

Mr. Tarver, with a second by Mr. Roberts, offered a motion to amend the original motion to state that this item would go back to staff for ninety days so that Indorama could get in compliance or pay the payments on the years of non-compliance. Mr. Hardy offered a substitute motion to have Indorama pay what they owed now. There was no second.

Mr. Dellafosse, with a second by Mrs. Gay, asked to amend the motions by Mr. Tarver and Mr. Roberts.

Mr. Tarver and Mr. Roberts withdrew their amendment to defer to Mr. Dellafosse's motion that the ninety days be removed and that the Board recommend that Indorama make the payments owed for 2020 and 2021 and send a resolution to the Board of Commerce and Industry requesting that Indorama be required to pay the taxes for the default period which would have

been owed had the exemption not been granted and the rest of the agreement stays in place regarding the third year.

This amendment carried on a vote, with one nay vote.

On the original motion, as amended, there was a roll call vote and the motion carried.

Against: Mr. Hardesty and Mr. Breaux

For: Mrs. Ballard, Mr. Castille, Mr. Dellafosse, Mr. Duhon, Mrs. Gay, Mr. Hardy, Mr. Natali, Mr. Roberts, Mr. Smith, Mr. Tarver, Mr. Wallace, Mr. Young

E. Approval of Resolution with LCDA/Re-appointment of Mack Dellafosse to serve on LCDA Board

On a motion to approve by Mr. Tarver and a second by Mr. Smith, the motion carried to approve subject to a Board of Ethics determination. Mr. Dellafosse abstained from voting.

F. Consideration of update regarding the Reimagine Grant and request for name addition to Fairview Elementary to Fairview Elementary World Language Academy

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

G. Approval of revision to Zero Tolerance Policy

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

H. Approval of addendum to Pupil Progression Plan

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

I. Approval of Entergy request for Right-of-Way at Chennault, contingent on attorney approval of wording

On a motion to approve by Mr. Dellafosse and a second by Mr. Hardy, the motion carried on a unanimous vote, contingent on attorney approval of the final wording.

PERMISSION TO ADVERTISE

Mrs. Ballard read the following:

A. Large Equipment and Cafeteria Tables/School Nutrition Funds

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

CORRESPONDENCE

Mrs. Ballard read the following:

A. Change Order Number Two (2) for the Project, “Iowa High School Baseball/Softball Artificial Turf infield and foul grounds,” All Districts \$50 million funding; Moss Architects, Inc., Designer; GeoSurfaces, Inc., Contractor; and *Increase* of twenty-eight (28) days.

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

B. Change Order Number One (1) for the Project, Barbe HS Baseball Field Turf Upgrade” /Donation from 501(c)3, Buccaneers Baseball, Inc., and Convention and Visitors Bureau/Brossett Architect, LLC, Designer; T3 Global Projects, LLC, Contractor; *Decrease* of \$249,160.00.

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

C. Change Order Number Five (5) for the Project, Brenda Hunter Head Start Improvements Phase 3/Bid 2021-08PC/District 31 Bond *Increase* of \$33,769.00 and *Increase* of two hundred and thirty-two (232) days; Moss Architects, Inc, Designer; Seth Priola Construction, LLC, Contractor.

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

D. Change Order Number One (1) for the Project, Bell City Gymnasium Second Story Addition/Bid 2022-09PC/Bell City Maintenance Fund/*Increase* of \$176,556.03 and *Increase* of forty-five (45) days; Moss Architects, Inc., Designer; Construction Services of SWLA, Contractor.

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

CONDOLENCES AND RECOGNITIONS

Mr. Breaux and Mr. Roberts thanked the outgoing board members for their service.

Mr. Smith and Mr. Dellafosse thanked everyone they had worked with as board members.

Dr. LaFargue thanked all of the board members for their help during this last year.

Mr. Wallace asked for a letter of condolence to the family of Mr. Johnnie Mouton and the family of Mrs. Alosia Sterling.

Mr. Hardy asked for a letter of condolence to the family of Mr. Dwayne Thibodeaux, the family of Mrs. Sharon Hanchey, and the family of Mr. Johnnie Mouton.

Mr. Castille asked to recognize the S.J. Welsh basketball team for their extra courtesy and sportsmanship towards a W.W. Lewis player at a recent basketball game against WW. Lewis Middle.

SCHEDULE COMMITTEES

A&P Committee/December 15, 2022

C&I Committee/January 24, 2023

Budget Committee to follow

ADJOURN MEETING

On a motion to adjourn by Mr. Breaux and a second by Mr. Dellafosse, the meeting was adjourned at 7:36 p.m. on a unanimous vote.



Annette Ballard, President



Shannon LaFargue, Secretary

BARBE HIGH SCHOOL

AP Scholars—granted to students who received scores of 3 or higher on three or more AP exams.

- Ian Alcantara
- Miguel B. Cahilog
- Carson J. Condos
- Margaret G. Donnelly
- Anna K. Fredericks
- Kadence G. Harrington
- Avery Heinen
- Allie E. Hendrickson
- Madeline R. Hurt
- Shelby L. Inman
- Chiara O. Jones
- Collin M. LeBlanc
- Nena M. Lyons
- Mariel S. Sanchez
- Ashlyn B. Thibodeaux
- Azena L. Veronie
- Christopher I. Abrahams
- Malachi S. Doucet
- Leland W. Hawkins
- Katherine E. Hijar
- Marissa N. Hornsby
- Lukas H. Jakubek

BARBE HIGH

- Maya V. Lazo
- Christopher E. Lubrano
- Matthew R. Melton
- Helaina B. Savoie
- Gracie L. Self
- Maria A. Thibodeaux
- Maria T. Tran

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

- Julia Jiang
- Kennedie E. Demarie
- Skyler A. Ford
- Sydney K. McNabb
- Maddox B. Morrish
- Anna T. Tran
- Gabby L. Vice
- Adam M. Cagnolatti
- Alonnie J. Celestine
- Abigail K. Nolan
- Kinsey J. Vidrine
- Caleb P. Wilson
- Hayden C. Young

BARBE HIGH

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

- Zachary M. Broussard
- Flora D. Girard
- Jacob J. St Mary
- Josiah L. Stelly
- April A. Wang
- Sidney R. Woods
- Prudhvi A.
Boggavarapu
- Sarah G. David
- Ryan T. Guyton
- Riley J. Hebert
- Sara M. Hebert
- Nikolai A. Karpovs
- Elijah L. Palmer
- Haddie L. Poole
- Shanin S. Saad
- Mario E. Sanchez
- Ananya Sharma
- Crysten N. Simien
- Isabella R. Soileau
- Bailey Wilson
- Nicholas A. Wolf

BARBE HIGH SCHOOL

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

- Alonnie J. Celestine
- Sarah G. David
- Nikolai A. Karpovs
- Matthew R. Melton
- Isabella R. Soileau
- Bailey Wilson

IOWA HIGH SCHOOL

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

London C. Frey

SAM HOUSTON

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

- Zane A. Meche
- Jacob B. Brewster
- Bethany C. Coleman
- Annaliese I. DeFelice
- Alyssa A. Fruge
- Wendy L. Landry
- Sydney P. Madden
- Reese G. Papillion
- Michaela S. Caldwell
- Madelyn L. England
- Dylon B. Gradney
- Lianne L. Montelibano

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

- Breanna N.
Fontenot
- Makenna E. Spell
- Lyndsey D. Young
- Nathan J. Blanchard
- Kaden A. Walker

SAM HOUSTON HIGH SCHOOL

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

- Aaron M. Meche
- Kayleigh B. Richards
- Brandon P. Harrington
- Reilyn E. Hilton
- Trevor C. Jones
- Reagan E. Rowland
- Jael A. Ruiz
- Connor G. Wiersema

SULPHUR HIGH SCHOOL

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

- Andrew M. Castro
- Ezra C. Chavez
- Bryce T. Collins
- Grace E.
Culpepper
- Makayla J. Farris
- Brooke Gatlin
- Liam S. Hargrove
- Macie R.
Hennessey
- Ty E. Himel
- Jenna E. Hooks
- Ethan O. Long
- Madelyn G.
Mabou
- Ella G. Stanley
- Brice P. Bounds
- Jack R. Domingue
- Mattie C. Duhon
- Alys A. Hebert

- Alyssa A.
Hennessey
- Sydney Hill
- Kaleb P. Lirette
- Gabrielle J.
MacNamara
- Darbi D. McMillin
- Jackson D. Parnell
- Tatum L. Riley
- Madalyn M.
Shelton
- Megan J.
Steinhauser
- Bridget M. Trahan
- Peyton M. Turner

SULPHUR HIGH SCHOOL

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

- Harley E. Johnson
- Brianna C. Simon
- Halie M. Beeler
- Blaire E. Bowers
- Madeleine E. Fitkin
- Ronnie H. Toney
- Kenzie P. Vickers

SULPHUR HIGH SCHOOL

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

- Vivian Inga B.
Heurtevant
- Kaden S. Credeur
- Isabel M. Gomez
- Brady P. Labbie
- John M. Leger
- Ethan P. Moss
- Julian F. Peshoff



Risk & Insurance | Employee Benefits | Retirement & Private Wealth

Calcasieu Parish School Board

Mid Year Update

December 1, 2022

Presented by: **Rich Gregory**
 John Gregory
 Kathy Sonnier

Current Year vs. Prior Year General Observations



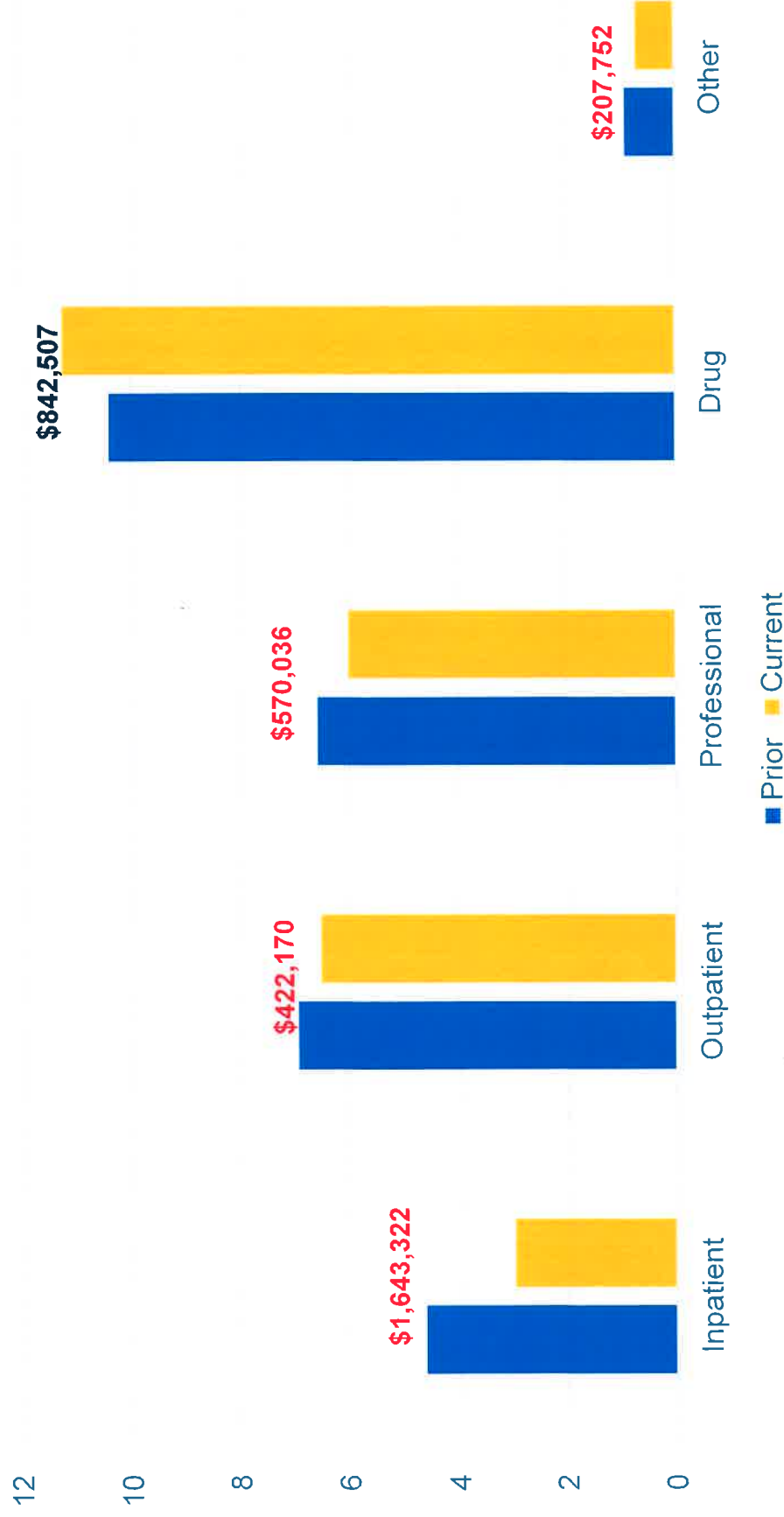
- Membership has now stabilized after the change last year due to the Retiree Group MA offering
 - Currently 7359 Members & 3920 Contracts
 - The Group Medicare Advantage Plan has 1507 Contracts
- Average Contract Age has decreased from 57.3 prior to the MA offering, and is now at 51.9 Years of age

Current Vs. Prior Year ~ Types of Claims

\$2 Million Less Spend Year over Year
Contracts also decreased in that time

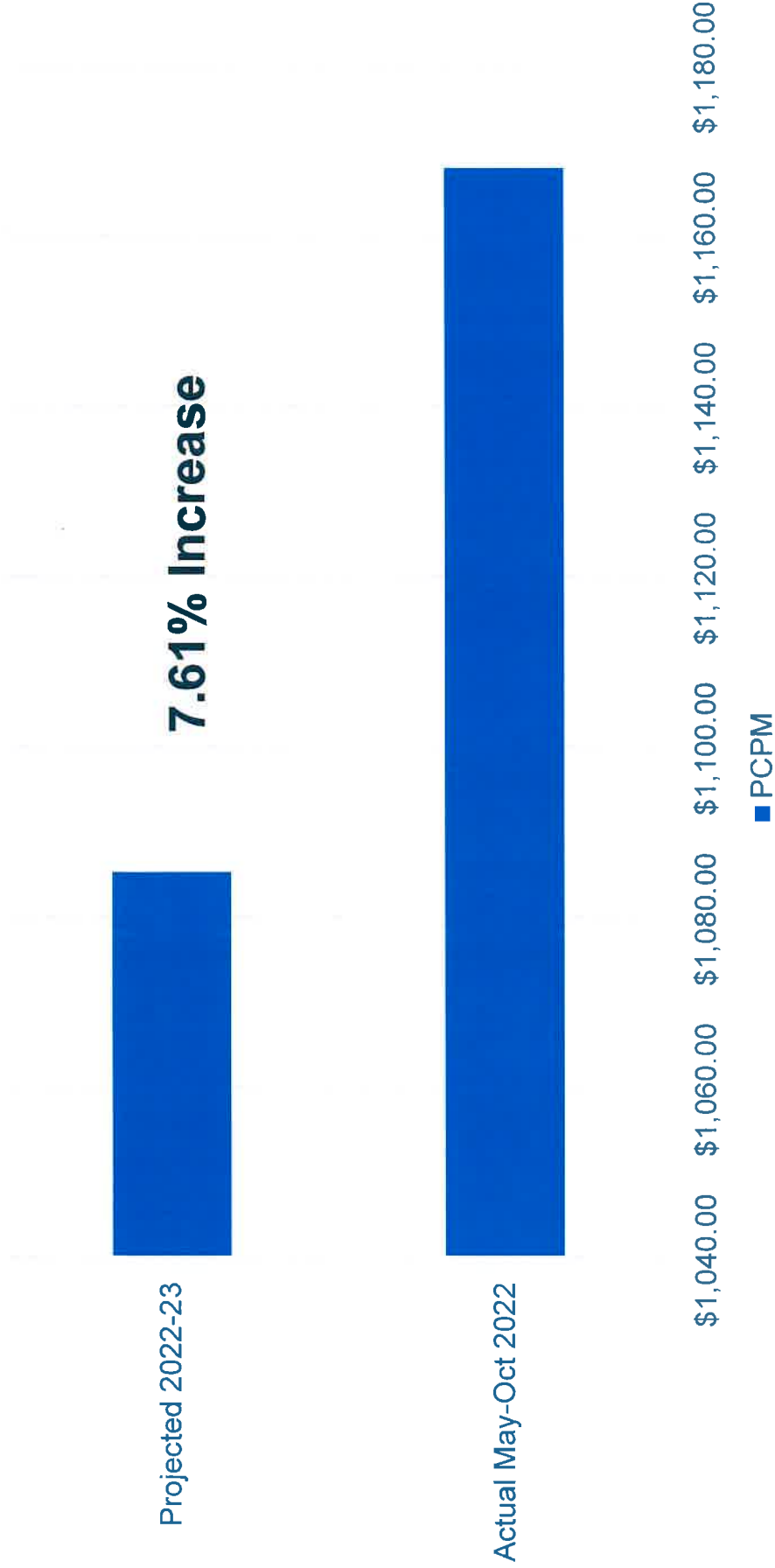


May – October Claim Comparison



Per Contract Utilization

Per Contract Per Month



Large Claim Analysis



	# Claimants > \$100 K	Total Payments	Lapsed Off Plan
May – October 2021	29	\$5,762,722	8
May – October 2022	31	\$5,232,436	3

Employee Premium History



2018/2019: No increase

2019/2020: No increase + Payment Holiday

2020/2021: 2% adjustment

2021/2022: No increase + Premium Holiday

**2022/2023:
Increased Premium to Employees by 12.45%**

Options to Mitigate Projected Increase



- Projected BCBS health plan costs: ~\$55,000,000
- So, ~\$550,000 will mitigate 1% from needed funding increase
- Plan change options:
 - All are independent and can be combined

PPO High		
Deductible to \$900 (3x) (w/\$150 increase to OOP max.)	(\$432,022)	-0.78%
Deductible to \$1,250 (3x) (w/\$500 increase to OOP max.)	(\$710,500)	-1.29%
Deductible to \$1,500 (3x) (w/\$750 increase to OOP max.)	(\$1,267,392)	-2.30%
Physician copay to \$30/\$45	(\$240,012)	-0.44%
Physician copay to \$40/\$55	(\$528,027)	-0.96%
OOP Max to \$5,000	(\$816,042)	-1.48%
Rx copays to: \$10/\$30/\$50/\$100	(\$336,017)	-0.61%
Rx copays to: \$10/\$35/\$55/\$100	(\$480,025)	-0.87%
Rx copays to \$15/\$45/\$70/\$100	(\$816,042)	-1.48%

PPO Low		
Coinsurance to 90%	(\$71,505)	-0.13%
Coinsurance to 80%	(\$102,594)	-0.19%

PPACA		
Coinsurance to 90%	(\$2,947)	-0.01%
Coinsurance to 80%	(\$4,912)	-0.01%

Funding Picture

- The plan needed a 13.96% increase in funding for the new plan year
- The insurance fund absorbed .46% of the needed increase resulting in 13.5% premium increase
- Some small benefit adjustments were made to offset part of that increase resulting in a final adjustment of 12.45% after many years of no changes in premium
- It should be noted that your plan historically has significantly high utilization in the months of November, December and January
- Plan is running at 7.61% over projected claims
- We will be working closely with Blue Cross and the CPSB Team on the renewal which is published in February and expect to report back to the committee with recommendations in March



Risk & Insurance | Employee Benefits | Retirement & Private Wealth

Calcasieu Parish School Board Mid Year Update

Questions

Presented by:

Rich Gregory

John Gregory

Kathy Sonnier

Calcasieu Parish School Board
Head Start Annual Report
2021-2022

" Providing High Quality Early Childhood Education for All Families "



Karl Bruchhaus, Superintendent

Dr. Michelle L. Joubert, Early Childhood Director

Mack Dellafosse, School Board Member

Shayla Palmer, Policy Council President



Calcasieu Parish School Board Members

Member	District
Aaron Natali	1
Fredman Hardy	2
Glenda Gay	3
Annette Ballard	4
Mark Young	5
Dean Roberts	6
Mack Dellafosse	7
Eric Tarver	8
Damon Hardesty	9
Alvin Smith	10
Bliss Bujard	11
Russell Castille	12
Billy Breaux	13
Desmond Wallace	14
John Duhon	15

Federal Head Start Grant Funds

\$ 4,896,021

Public and Private Funds

\$805,859.46

Budget Expenditures

Salaries & Benefits	\$2,219,102.18
Contractual	\$30,899.56
Purchased Property	\$6,429.69
Other Purchase	\$38,689.41
Supplies	\$698,927.15
Equipment	\$0.00
Other	\$4,919.15
T & TA	\$46,204
Covid Contractual	\$38,500.82
TOTAL	\$3,083,671.96

Proposed Budget

Category	Budget
Salaries and Benefits	\$3,360,907
Contractual	\$59,000
Purchased Property	\$15,000
Other Purchase	\$70,000
Supplies	\$665,549
Equipment	\$0.00
Other	\$5,500
T & TA	\$46,204
Covid 19 One Time Funds	\$673,861
TOTAL	\$4,896,021

**Financial Audit
100%**

Total Number of Children and Families

Funded Enrollment	450
Total Number of Children Served	411
Total Number of Families Served	384
Total Number of Eligible Children	388
Total Number of Over-income Children	23

Monthly Enrollment and Daily Attendance

Month	Funded Enrollment	Enrollment	Percentage
August 2021	450	341	75%
September 2021	450	357	79%
October 2021	450	354	78%
November 2021	450	348	77%
December 2021	450	356	79%
January 2022	450	351	78%
February 2022	450	360	80%
March 2022	450	362	80%
April 2022	450	358	80%
May 2022	450	358	80%

Parental Involvement

Parent Training	Center Activities
Literacy Workshops- Choosing good books, Read Aloud, Promoting Early Language and Literacy Development, Financial Literacy, Reading with Dads	Classroom Volunteer Opportunities: Curriculum, Parent-Teacher Conferences, Home Visits
STEM Workshops	Field Trips, Center Projects
Affordable Health and Housing, Legal Issues: Child Support, Child Custody, Divorce, Marriage	Center Parent Committee Meetings, Parent-Child Activities
Policy Council Training	Quarterly Policy Council Meetings
Potty Training	Health Services Advisory Committee Meetings
Tax Preparation, Employment/Job Skills, Childhood Obesity	Head Start Transition Meetings
Health and Nutrition, Mental Health and Stress	Head Start School Readiness Goals
Health Literacy: Key to Understanding and Using Health Information: Injury Prevention, Healthy Eating, Prenatal Care, Play and Stay Healthy	Male/Father Engagement
Parenting Partners Workshop (8 sessions)	Family Partnership and Goal Setting Parent Interviews
Stages of Child Development, Child Discipline	Well-Child Health Parent Interviews
Parenthood, Domestic Violence	Family Literacy Night
Mommy and Me Safe Baby Sleep	Christmas Bingo/Parent Training
Job Search/Job Training Skills	Breast Cancer Awareness
School Readiness	Male Involvement-Fatherhood
Oral Health, Fatherhood, Single Parenting and Foster Parenting	Pastries and Parents, Community Fest, Science Night

Health Summary

Student Health Summary	Student Percentage
Medical Examinations completed	89%
Dental Examinations completed	94%
Immunizations up-to-date	93%
Dental Treatment Needed	Less than 1%
Children with Asthma	Less than 1%
Iron Deficiency Anemia	Less than 1%
Vision Referrals	Less than 1%
Families receiving Medicaid	96%
Families with private benefits	0
Families receiving military benefits	0

Positive Outcomes can be attributed to the following:

- Early Intervention health screening
- Individualized Health Plan
- Parent Interviews (Exit interviews after screening in May/June and Well-child Health Care Conference in August)
- Medical and Dental Partnerships with community agencies to establish medical and dental homes for Head Start families
- Positive relationships with community providers and Head Start Health Services Staff

Transitions to Pre-Kindergarten

"The Head Start Approach to School Readiness means that children are ready for school, families are ready to support their children's learning, and schools are ready for children." The Calcasieu Parish Head Start program provides a comprehensive focus on physical, cognitive, and social and emotional development, all of which are essential to children becoming ready for kindergarten.

The Calcasieu Parish Head Start program has an integrated curriculum in place that addresses the essential domains of school readiness in the Head Start and Early Learning Framework. Child level assessment data is collected and entered three times a year through the use of the assessment tool Teaching Strategies Gold. The information collected is shared with the parents twice a year. Parental partnerships are encouraged that promotes an understanding of the child's progress, provide support, and encourage learning. There is also ongoing communication with the local schools to exchange information about the children and programs and to align services for early learning, health, and family engagement.

Calcasieu Parish Head Start students and parents were provided several opportunities to learn about and prepare for the upcoming school year. Parent sessions were held at the Head Start sites to provide information regarding the online registration process. The goal of these meetings was to inform parents with the online registration process. The first online application process was held in April 2022 There were several application submission dates throughout the calendar year. Parents were provided access to computers Monday-Friday from 8:00 a.m. to 3:00 p.m. located at 2001 Russell St.

Families of students that enroll in Head Start are provided with a packet of information about the Head Start program, including a copy of the parent handbook. In addition, parents also attended orientation, open house, parent conferences, and home visits. Families were given the opportunity to visit the classrooms, meet administrators, the family engagement specialists, and other staff involved with the students to ask questions about the program and curriculum. The Head Start program is the beginning for many students on their journey to Kindergarten Readiness.

CPSB Director of Security (Position Provided by CPSO)

As you are all aware, security of our schools is a high priority nationwide and in our district. CPSB has always been proactive in assuring that our students are in safe educational environments. The recent tragedies increased the need to assess where we are, what we do, and what we need to do regarding security measures. We have collaboratively worked with and continue to work with all Calcasieu Law Enforcement Agencies to ensure that our schools are secure to the greatest extent possible.

A national trend is emerging in which school districts are increasing the capacity to provide more focus and intentionality to school security by creating District Security positions. In a Cooperative Endeavor Agreement with the Calcasieu Parish Sheriff's Office, we are requesting salary funding in the amount of \$50,000 be contributed to a new position titled "The Director of School Security" for CPSO/CPSB. This is a CPSO position and will be filled by CPSO, but will be housed in CPSB's main building. This Director's role will be solely devoted to the security of CPSB schools. The Director will report to the Sheriff and the Superintendent.

Please see the attached recommendation for the position (Bill Sommers) and the job description for the Director of School Security.

The Cooperative Endeavor Agreement will be provided at the meeting, if not before.

CPSB Director of Security

CPSO Captain William (Bill) Sommers

- Designated primary point of contact on security issues for school leaders.
- Collaborate with school leaders in the development of crisis response plans, and monitor its progression.
- Assist school leaders with management during critical incidents and liaison with Law Enforcement during crisis responses.
- Provide professional development for school leaders in reference to security protocols and incident command structure.
- Conduct security assessments of all CPSB campuses in order to identify safety protocol effectiveness, identify any need for future implantation of effective safety devices and/or protocols, and prioritize safety recommendations.
- Identify school safety targeted grants and forward to CPSB grant writer.
- Manage CPSO/ CPSB Liaison and utilize assigned deputy as needed to effectively accomplish set goals.
- Conduct frequent school security updates/ meeting with school leaders, CPSB administration & CPSO SRO & School Safety Supervisors.
- Collaborate with CPSO SRO & School Safety Supervisors in reference to school safety measures and SRO Deputy effectiveness.

WILLIAM A. SOMMERS, Deputy Secretary Louisiana Office of Juvenile Justice

PERSONAL

Born in Arlington, Virginia and raised in Centreville, Virginia. Moved to the Lake Charles area (Moss Bluff) in the fall of 1981. Married to Belinda Milford in 1983 and has three children: Savannah (Justin) Foreman; Billy, Jr. (Madison); and Sarah. Four grandchildren: Parker, Charlotte, Tripp, and Caroline.

EDUCATION

- Graduated from Chantilly High School in 1981
- Graduated from McNeese State University in December 1984 with a BS in Criminal Justice
- Graduated from McNeese State University in December 2022 with a MS in Criminal Justice

ACTIVITIES AND HONORS

- Don E. Wydra Memorial Award Winner for Excellence in Juvenile Justice 2015
- Governor's Advisory Board of Juvenile Justice and Delinquency Prevention
- Louisiana Commission on Law Enforcement & Administration Board
- Task Force on Secure Care Standards and Auditing Board
- Louisiana Sentencing Commission Board
- Louisiana Human Trafficking Board
- Board Member Louisiana Drug and Specialty Courts (At Large)
- Board Member Imperial Calcasieu Human Service Authority
- American Probation and Parole Association Region 7 Representative (Past)
- Certified Juvenile Court Administrator through the National Juvenile and Family Court Judge's Association
- Member of the National Association of Probation Executives
- Past Local Coordinator of the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative (JDAI)
- Past Chairman of the Calcasieu Parish Children and Youth Planning Board
- Past Board Member Big Brothers Big Sisters
- Notary Public for Calcasieu Parish
- Deacon of First Baptist Church in Gillis

STATE OF LOUISIANA

Appointed by Governor John Bel Edwards to Deputy Secretary of OJJ in September 2020 to oversee all Juvenile Justice Operations for the State. To include Secure Care, Residential Care, Probation and Parole, Diversion, Programs, and Budget. Member of the Governor's Cabinet.

CALCASIEU PARISH POLICE JURY

Began employment as a Juvenile Probation Officer in March of 1987
Promoted to Senior Juvenile Probation Officer in August of 1994

Served as Director of Probation/Intake Department 1996 – 2011
Served as Assistant Director of OJJS 2011 – 2014
Served as Director of OJJS 2014 – 2020 (Retired)
P.O.S.T. certified refresher course 2000

LAKE CHARLES POLICE DEPARTMENT

Patrol Division 1985-1987
P.O.S.T. certified 1985

SULPHUR POLICE DEPARTMENT

Patrol Division 1984-1985

January 2nd Change

Issue: The current CPSB calendar for 2022-2023 has January 2nd as a school day for teachers and students.

Problem:

- Monday January 2, 2023 is an official state holiday for the state of Louisiana (New Year's Day Observed)
- High numbers of student absences are anticipated
- High numbers of teacher absences are anticipated

Proposed Solution:

Extend the Christmas Holiday by one day. Teachers and students would return on January 3, 2023.

Rationale:

One Emergency Day would be utilized for this change. The current schedule has four emergency days incorporated into the schedule. This change would leave the district with three emergency days for the remainder of the year.

Reporting Days

Students' First Day..... 8/12
 Students' Last Day..... 5/24

Holidays/In-services

Students Do Not Report
 on the Following Days

School System Offices Closed 6/19,7/4
 System-wide In-service 8/8
 Paras report to work 8/9
 School Level In-Service 8/5,10,11
 School/system In-service..... 8/9
 Labor Day 9/5
 Fall Break..... 10/10-10/11
 Teacher In-service 10/12
 Election Day 11/8
 Veterans Day 11/11
 Thanksgiving 11/21-25
 Christmas 12/19-12/30
 Teacher In-service 12/19
 MLK Day 1/16
 Mardi Gras 2/20-22
 Teacher In-service 3/13
 Easter Break 4/7-4/14
 Teacher In-service 5/25-5/26









Nine Week Periods

1st 10/17
 2nd 1/9
 3rd 3/16
 4th 5/24

State Testing**

LEAP ELA/Math/Sci. (3-8) TBA
 EOC Fall CBT..... TBA
 EOC Spring CBT TBA
 ACT PBT TBA
 LEAP Connect/LAA TBA

Calendar Code

-  Students' First Day/Last Day
-  Last Day for Students—half day
-  School/Employee Holiday
-  System-wide In-service
-  Teacher In-service home
-  Nine Weeks Period Ends
-  Time Change
-  System/School In-Service Day

182 Teacher Work Days
 172 Instructional Days
 3 Emergency Days



Calcasieu Parish School Board

BUILDING FOUNDATIONS FOR THE FUTURE

Karl Bruchhaus, Superintendent

2022-23 District Calendar

July 2022							August 2022							September 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				

October 2022							November 2022							December 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

January 2023							February 2023							March 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	

April 2023							May 2023							June 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				

HOLIDAY SCHEDULE

New Year's Day Observed	December 31, 2021
Martin Luther King Jr. Day	January 17, 2022
Mardi Gras	March 1, 2022
Good Friday	April 15, 2022
National Memorial Day	May 30, 2022
Juneteenth Day Observed	June 17, 2022
Independence Day	July 4, 2022
Labor Day	September 5, 2022
General Election Day	November 8, 2022
Veterans Day	November 11, 2022
Thanksgiving Day	November 24, 2022
Acadian Day	November 25, 2022
Christmas Eve Holiday	December 23, 2022
Christmas Day Observed	December 26, 2022
New Year's Eve Holiday	December 30, 2022
New Year's Day Observed	January 2, 2023

Memorandum

To: Board Members

From: Wilfred Bourne, C.F.O.

Date: December 7, 2022

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

The ITE application cited above was filed by Indorama Ventures Olefins LLC and approved by the Calcasieu Parish School Board at its March 10, 2020 meeting. The total investment of the project was estimated to be \$100,000,000 with the addition of 5 new jobs. The Board of Commerce and Industry recommended the maximum exemption of 80% for years 1-5 and 80% for years 6-10. The application was filed under the post-Executive Order rules and only required approval or denial by the CPSB which it approved. Per the agreement by Indorama, by project year 2021 it was required to have added 3 new jobs which it has failed to do. As such, they have failed to satisfy the requirements of their agreement.

I have attached all the original documents provided to the board in March 2020 for reference.

Despite their failure to comply, the CPSB can defer any action on the exemption at this time and allow the company time to achieve compliance. Included is a request by the company for this, citing a tight labor market and COVID for its failure.

Alternatively, the Calcasieu Parish School Board may either modify the original exemption or confirm that the company has made a default tax payment because of their failure. We have confirmed that no default payment has been made, therefore, the exemption must be modified if the Board chooses not to defer.

Action required by Calcasieu Parish School Board:

- 1) Defer action on the exemption at this time, or 2) since no default payment has been made, the Board must recommend to the Louisiana Economic Development Board to do one of the following: a) reduce the term of the exemption, b) reduce the annual percentage of the exemption or c) terminate the exemption.



John Bel Edwards
Governor

Don Pierson
Secretary

December 1, 2022

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

RE: Indorama Ventures Olefins LLC
Industrial Tax Exemption Program Contract #20180403-A-ITE - \$29,191,627.75
Notice of Non-Compliance
RESPONSE DEADLINE: **January 30, 2023**

Dear Superintendent LaFargue:

The Exhibit "A" Agreement made between Louisiana Department of Economic Development ("LED") and Indorama Ventures Olefins LLC ("Company"), was entered into for the Industrial Tax Exemption Program ("ITEP") to obtain the above-referenced exemption from ad valorem taxes in Calcasieu.

This notice is being provided to you in accordance with Section 6.01(B)(4) of Exhibit A to the above referenced Exemption Contract. Section 7.02 of Exhibit A requires timely Annual Certification of Compliance to be submitted to LED each Project Year outlining the following Company Objectives set forth in Section 4.02(B):

Project Year:	2021
Required Jobs:	3
Required Payroll:	\$100,000

Pursuant to Exhibit A, notice is hereby given that the Company failed to satisfy the requirements of Exhibit A for the following reason(s):

Annual Certification of Compliance was received by the Deadline set forth in Section 7.02; however, upon review, the Company's actual Annual Jobs and **Payroll was 0 Jobs with Payroll of \$0**; therefore, Company is not in compliance with Company Objectives for this Project Year.

Local Governmental Entities may either defer any decision or action on the Company's non-compliance to the Louisiana Board of Commerce and Industry, ("Board"), or in accordance with Section 6.01(B)(4) of the Exhibit A, make a recommendation to the Board on the consequence for non-compliance.

Alternatively, as further provided by Section 6.01(B)(4), the Local Governmental Entities and the Company may agree on a Default Payment that the Company can make to each of the Local Governmental Entities in the agreed amount, in which case, the current terms of the Exemption Contract shall remain the same without further consideration by the Board.

In order to make a recommendation to the Board or notify the Board if the Company makes a Default Payment, the Local Governmental Entity or Entities **must provide written notice, by resolution or otherwise, as appropriate, to LED** either: 1) outlining the Local Governmental Entity's recommendation to the Board to reduce the term of the exemption, reduce the annual percentage of the exemption or terminate the exemption or, 2) confirming that the Company has made a Default Payment. In order to ensure Board consideration of any local action, written notice should be provided to LED no later than **January 30, 2023**.

If notice is not received, it will be noted as such upon presentation to the Board, which LED anticipates will occur at the next available meeting when submitted for final consideration and/or action. Thank you for your prompt attention to this matter.

Sincerely,



Hud Usie
Program Administrator
Industrial Tax Exemption Program
(225) 342-5399
Hud.Usie@la.gov

c: Assessor, Calcasieu Parish
Applicant, Indorama Ventures Olefins LLC
Consultant, Sumit Credits, LLC

EXHIBIT 2
CERTIFICATION OF COMPLIANCE

Contract Number for the Project: 20180403-ITE Reporting Period: 1/1/21 - 12/31/21

Company Name: Indorama Ventures Olefins LLC

Project Physical Address: 4300 Hwy 108, Westlake, LA 70669

1. Has the contract for this project/phase been fully executed? Yes No
a. Complied with Article IV: Project Completion Report (PCR)? Yes No
b. Complied with Article VI: Affidavit of Final Cost (AFC)? Yes No

If the answer to any of the above is "No", please explain: _____

2. Operation of the assets related to this project/phase:
 Commenced, as of 12/31/2020 and continues to date.
(Date)
 Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

3. Capital Expenditures for this project/phase made as of 12/31/2020 : \$ 145,179,118.33
(Date - from PCR) (Amount - from AFC)

4. Required Annual Jobs (per Exhibit A, Section 4.02 (B)): 3
a. Actual number of Jobs (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): 0

5. Required Annual Payroll (per Exhibit A, Section 4.02 (B)): \$ 100,000
a. Actual annual Payroll (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): \$ 0

6. Has the Company offered a Basic Health Benefits Plan for this Project Year for Jobs? Yes No

7. Are any Jobs at the Manufacturing Establishment attributable to:
a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes No

- b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes No

- c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes No

If the answer to 7.c. is "No", please explain: _____

8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
 - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
 - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.
9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes No

CONTACT TYPE (select one): Business Consultant

Contact Information:

Name: Jesse Broderick or Robert Wege

Title: Member

Mailing Address: PO Box 910, Watson, LA 70786

Phone Number: (225) 664-2160

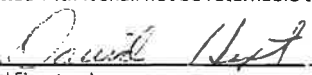
Extension: _____

E-mail Address: jbroderick@sumitcredits.com or rwege@sumitcredits.com

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that, with regard to the above-referenced Industrial Tax Exemption project number, the information provided in this document and additional supporting materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.


(Original Signature)

David Hext

(Printed Name)

4/25/22
(Date)

Please include a copy of this document and remit a check for \$250 (note contract number on check) made payable to:

Louisiana Economic Development
617 North 3rd Street, 11th Floor
Baton Rouge, LA 70802

April 13, 2022

Louisiana Economic Development
Attn: Hud Usie or Kristen Cheng
617 North 3rd Street, 11th Floor
Baton Rouge, LA 70802

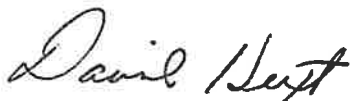
**RE: Indorama Ventures Olefins LLC Industrial Tax Exemption Program Contract #20161807-ITE
– 2021 Non-Compliance.**

Dear LED Staff:

This letter is in response to a notice of non-compliance report filed for the 2021 jobs and payroll requirement as established in ITE Contract 20180403-ITE. This ITE contract represents the renovation and restart of a dormant PPG ethane cracker facility. The contract stipulates that Indorama is to create 3 new jobs and have \$100,000 in annual payroll in 2021.

We did not meet the projected headcounts in 2021 due to impacts of Covid and the extremely tight labor market. We had 10 or more positions that remained open and unfilled during 2021. We are working to fill these positions and doing everything we can to meet the requirements in our ITE contract. We are hopeful that 2022 will allow us the opportunity to meet or exceed these requirements. We are asking that you not penalize the contract and allow us an additional year to meet the jobs/payroll requirements.

Sincerely,

A handwritten signature in cursive script that reads "David Hext".

David Hext,
Site Director

EXHIBIT 2
CERTIFICATION OF COMPLIANCE

Contract Number for the Project: 20180403-A-ITE **Reporting Period:** 1/1/21 - 12/31/21

Company Name: Indorama Ventures Olefins LLC

Project Physical Address: 4300 Hwy 108, Westlake, LA 70669

1. Has the contract for this project/phase been fully executed? Yes No
a. Complied with Article IV: Project Completion Report (PCR)? Yes No
b. Complied with Article VI: Affidavit of Final Cost (AFC)? Yes No

If the answer to any of the above is "No", please explain: _____

2. Operation of the assets related to this project/phase:
 Commenced, as of 12/31/2020 and continues to date.
(Date)
 Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

3. Capital Expenditures for this project/phase made as of 12/31/2020 : \$ 145,179,118.33
(Date - from PCR) (Amount - from AFC)

4. Required Annual Jobs (per Exhibit A, Section 4.02 (B)): 3
a. Actual number of Jobs (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): 0

5. Required Annual Payroll (per Exhibit A, Section 4.02 (B)): \$ 100,000
a. Actual annual Payroll (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): \$ 0

6. Has the Company offered a Basic Health Benefits Plan for this Project Year for Jobs? Yes No

7. Are any Jobs at the Manufacturing Establishment attributable to:
a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes No

b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes No

c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes No

If the answer to 7.c. is "No", please explain: _____

8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
 - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
 - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.
9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes No

CONTACT TYPE (select one): Business Consultant

Contact Information:

Name: Jesse Broderick or Robert Wege

Title: Member

Mailing Address: PO Box 910, Watson, LA 70786

Phone Number: (225) 664-2160

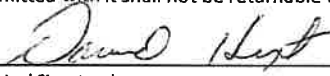
Extension: _____

E-mail Address: jbroderick@sumitcredits.com or rwege@sumitcredits.com

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that, with regard to the above-referenced Industrial Tax Exemption project number, the information provided in this document and additional supporting materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.


(Original Signature)

David Hext
(Printed Name)

4/28/22
(Date)

Please include a copy of this document and remit a check for \$250 (note contract number on check) made payable to:
Louisiana Economic Development
617 North 3rd Street, 11th Floor
Baton Rouge, LA 70802

April 28, 2022

Louisiana Economic Development
Attn: Hud Usie or Kristen Cheng
617 North 3rd Street, 11th Floor
Baton Rouge, LA 70802

RE: Indorama Ventures Olefins LLC Industrial Tax Exemption Program Contract #20161807-A-ITE – 2021 Non-Compliance.

Dear LED Staff:

This letter is in response to a notice of non-compliance report filed for the 2021 jobs and payroll requirement as established in ITE Contract 20180403-A-ITE. This ITE contract represents the renovation and restart of a dormant PPG ethane cracker facility. The contract stipulates that Indorama is to create 3 new jobs and have \$100,000 in annual payroll in 2021.

We did not meet the projected headcounts in 2021 due to impacts of Covid and the extremely tight labor market. We had 10 or more positions that remained open and unfilled during 2021. We are working to fill these positions and doing everything we can to meet the requirements in our ITE contract. We are hopeful that 2022 will allow us the opportunity to meet or exceed these requirements. We are asking that you not penalize the contract and allow us an additional year to meet the jobs/payroll requirements.

Sincerely,



David Hext
Site Director

ORIGINAL
DOCUMENTS

Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: March 3, 2020

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

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

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

Action required by Calcasieu Parish School Board:

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

**Calcasieu Parish Industrial Tax Exemption Program
Return on Investment Evaluation**

INDORAMA VENTURES

Company Investment

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

Exemption Recommended by BCI

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

Local Revenue Forgone

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

Revenue Generated

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

Factors

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

General Considerations

Benefits

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

Costs

Foregone revenue from exempted property tax

For Your Information

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

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

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

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

CALCASIEU PARISH

ITEP IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES

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

Company Name: Indorama Ventures

DATED: 2/26/2020

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

Parcel # 13353380

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

SOURCE: Calcasieu Parish Assessor's Office

NOTES:

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

ADVANCE RECEIVED DATE: 9/11/2019
 APPLICATION RECEIVED DATE: 2/21/2020
 APPLICATION BOARD APPROVAL DATE: 1/1/2019
 ESTIMATED PROJECT START DATE: 6/30/2021
 ESTIMATED PROJECT END DATE:
 AFFID OF FINAL COST DATE:
 CONTRACT EFFECTIVE DATE:
 CONTRACT EXPIRATION DATE:
 RENEWAL BOARD APPROVAL DATE:
 RENEWAL EFFECTIVE DATE:
 RENEWAL EXPIRATION DATE:
 PCR START DATE:
 PCR END DATE:
 LEGISLATION RULE:
 OPERATIONS COMMENCEMENT DATE: Post EO 2018 10/31/2019

Company Name: Indorama Ventures

\$100,000,000

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

\$ 1,450,000.00	\$ 435,000.00	\$ 1,450,000.00	- \$	\$ 3,335,000.00
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CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20180403)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

INDORAMA VENTURES OLEFINS LLC

EXHIBIT "A" AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THEREFORE, IT IS AGREED:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Jobs" means positions of employment that are:

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

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

Jobs shall not include:

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

"LED" means Louisiana Department of Economic Development.

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

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

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

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

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

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

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

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

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

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

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

“**Required Annual Jobs and Payroll**” refers, collectively, to Required Annual Jobs and Required Annual Payroll.

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

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

“**Secretary**” means the Secretary of the Louisiana Department of Economic Development.

“**State**” means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

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

Section 2.02 Company Authority

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

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

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

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

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

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

ARTICLE IV OBLIGATIONS

Section 4.01 LED Obligations

- (A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.
- (B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.
- (C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years for each Phase and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years for each Phase with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

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

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

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

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

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

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

ARTICLE V ASSIGNMENT AND TRANSFER

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

ARTICLE VI DEFAULT AND RENEWAL CONSIDERATION

Section 6.01 Default

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

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

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

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

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

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

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

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

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

Section 6.02 Delay or Omission

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

herein or therein contained.

Section 6.03 Force Majeure

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

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

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

Section 6.04 No Other Damages.

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

**ARTICLE VII
REPORTS; AUDIT**

Section 7.01 Contract Monitoring

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

Section 7.02 Annual Certification of Compliance

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

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

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

Section 7.03 Audit

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

Section 7.04 Reporting Rules Applicable

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

**ARTICLE VIII
TERM**

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

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Non Discrimination

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

Section 9.02 Captions

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

Section 9.03 Counterpart

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

Section 9.04 Choice of Law

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

Section 9.05 Jurisdiction and Venue

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

Section 9.06 Further Assurances

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

Section 9.07 Notices

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

To LED:

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

To the Company:

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

Section 9.08 Amendment

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

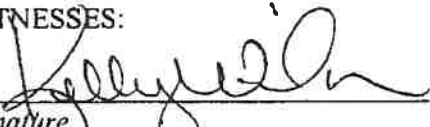
Section 9.09 Rules Prevail

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

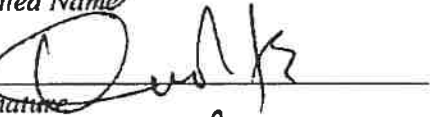
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IN WITNESS WHEREOF, this Agreement has been signed in quadruplicate originals by the undersigned duly authorized representatives, in the presence of the undersigned competent witnesses, on the dates indicated below.

WITNESSES:

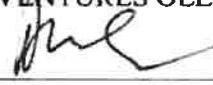
(1) 
Signature

Kelly Wilson
Printed Name

(2) 
Signature

Vineet Kulk.
Printed Name

INDORAMA VENTURES OLEFINS, LLC

By: 
Signature

DEEPAK KUMAR KEDIA
Printed Name

Title: COO

Date: 02 / 18 / 2020

WITNESSES:

(1) Frank Favalro
Signature

Frank Favalro
Printed Name

(2) Kristin Cheng
Signature

Kristin Cheng
Printed Name

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

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

Date: 02-19-2020

LED CONTRACT MONITOR

Had Usic
Signature

Had Usic
Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

INDORAMA VENTURES OLEFINS LLC

SECRETARY'S CERTIFICATE

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


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

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

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

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

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


Hunter Stamey
General Counsel and Secretary

RESOLUTION

Calcasieu Parish School Board

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

WHEREAS, Chapter 10- D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33: 4548. 1 through 4548. 16 is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act(the " Act"); and WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority(the " Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and Calcasieu Parish School Board

WHEREAS, the State of Louisiana, previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act and Calcasieu Parish School Board .

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

Section 1. Approve the appointment of Mack Dellafosse to serve as a Director of the Authority for a term of two (2) years from the date hereof.. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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

YEAS:

NAYS:

ABSENT:

Section 2: The resolution was declared adopted on this 13th day of December, 2022

CERTIFICATE I, the undersigned, hereby certify that the foregoing is a true and correct copy of a Resolution adopted on December 13, 2022 by the governing authority of Calcasieu Parish School Board State of Louisiana, at a meeting thereof.

ATTEST: Name: _____

Title: _____

Signature: _____



Calcasieu Parish School Board Meeting

Reimagine Grant - Fairview Elementary World Language Academy

December 13, 2022

LDOE Reimagine School Systems Grant Vision

Reimagine School Systems is a new grant funding opportunity for Louisiana school systems to plan and implement transformative and sustainable local innovation.

80

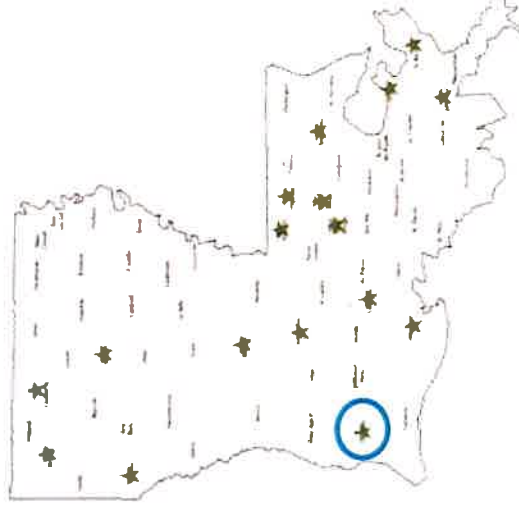
Applicants

36

Grants Awarded

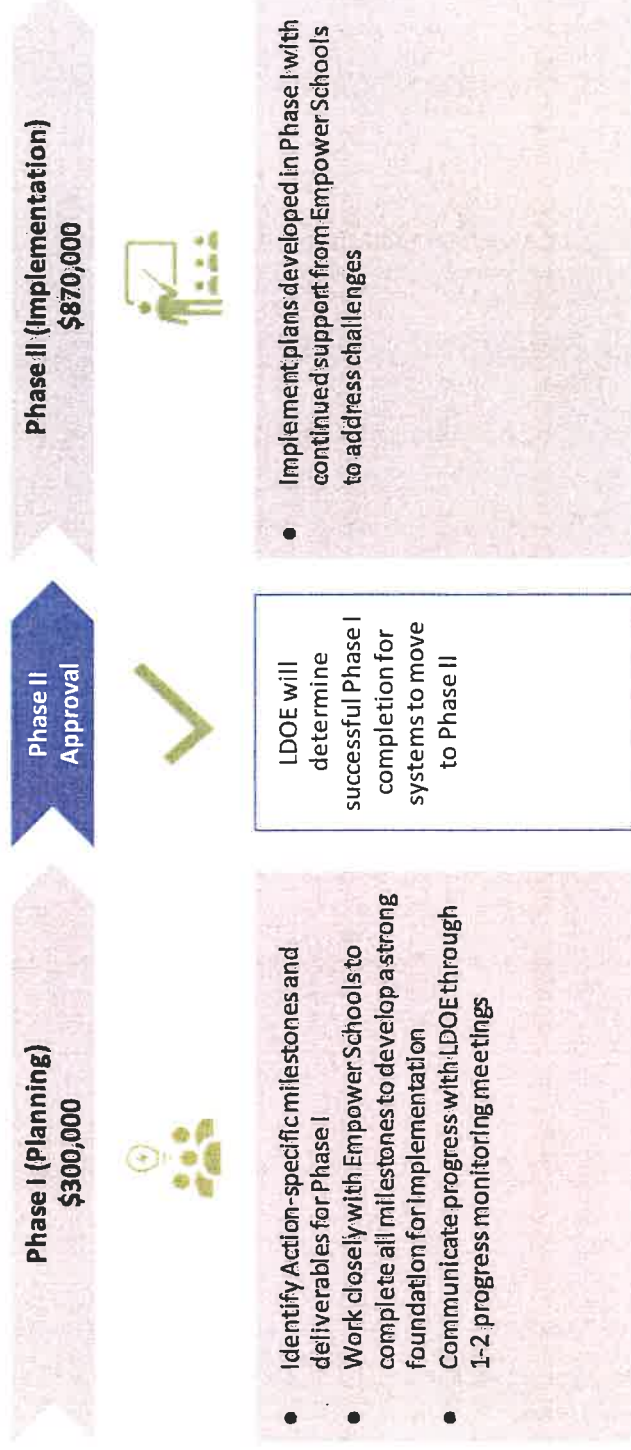
17

Parishes Represented



Grant Structure - \$1,170,000 through September 2024

Reimagine is split into a planning and implementation phase, with implementation funds available once LDOE confirms successful planning phase completion.

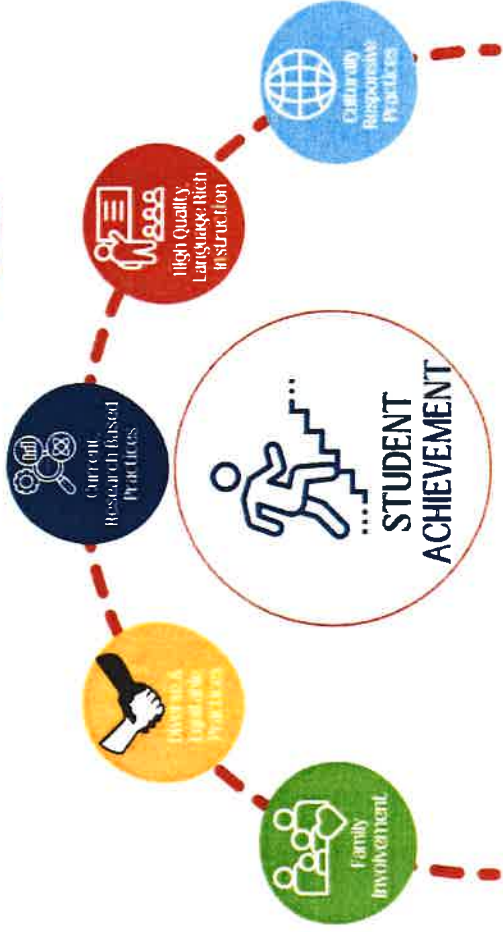


The CPSB Project Team have completed all deliverables for Phase One by 12/16 (scored deliverables have received the maximum number of points from LDOE) and will transition to Phase Two in January 2023



Fairview Elementary World Language Academy

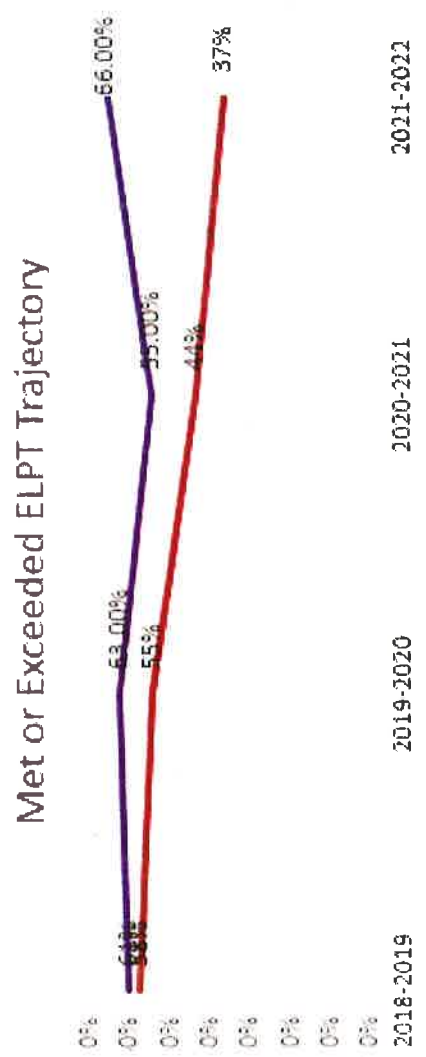
Facilitating high student achievement, promoting language development, and instilling cross-cultural competencies amongst our students so they will succeed in our regional and global economy



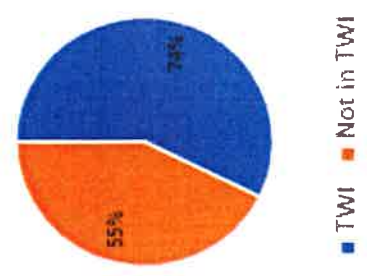
Our Office
895 Gerstner Memorial Hwy
Lake Charles, LA 70605
337-217-4490

More Information
<https://www.cpsb.org/fairview>

The Two-Way Immersion and World Language Model has already shown a significant impact on student language acquisition and learning



English Learners in TWI vs. Not in TWI that Met Expected ELPT Trajectory for 2021-2022



What will success look like in five-years?

Goal Indicator	Five-Year Quantitative Goal
<p>ELPT – increase in the percentage of students who are meeting their expected growth target.</p>	<p>Current baseline is 61% of students at Fairview are meeting their expected growth target. Five-year goal would be to increase the percentage of students to 71% who are meeting their expected growth target</p>
<p>LEAP – academic gap closure (met growth to mastery target) of ELL students relative to their student sub-group peers.</p>	<p>Current baseline is 22% of ELs met their growth to master target in ELA while 43% of non-ELs met their growth to mastery target in ELA. Five-year goal would be to close this 21 percentage point gap by 1/3rd, resulting in a 14 percentage point gap.</p>
<p>Program planning and launch of the Fairview World Language Academy</p>	<p>The Fairview Elementary World Language Academy is open, fully operational for grades K-5, and implementing the academic programming with fidelity.</p>
<p>Teacher professional development hours focused on language acquisition pedagogy and best practices.</p>	<p>By the 5th year of implementation, all classroom teachers, K-5, will have completed a <u>minimum</u> of 25 hours of additional professional development focused specifically on language acquisition strategies.</p>
<p>Enrollment percentage of native English-speaking students into the two-way dual language immersion program at Fairview Elementary.</p>	<p>Current baseline – 19% of the Fairview Elementary dual-language program population consists of native-English speakers. Five-year goal – Fairview will see an increase in the enrollment percentage of native-English speakers to 35% of the total school dual-language program population</p>





OFFICE OF
W. MITCHELL REDD
JUDGE

Fourteenth Judicial District Court
STATE OF LOUISIANA
Lake Charles

TELEPHONE (337) 437-3363
FAX (337) 437-3390

CALCASIEU
PARISH

December 6, 2022

In support of the Calcasieu Parish School Board,

We are pleased to acknowledge the collaborative efforts between the 14th Judicial District, Family and Juvenile Court and the Calcasieu Parish School Board in providing support and assistance as it relates to the families of Calcasieu Parish.

We actively support the Calcasieu Parish School Board and recommended changes of the current Zero Tolerance Policy to provide support and intervention before moving directly to punitive measures with the legal system, on a first offense of fighting.

We feel these changes will increase support for anger management and conflict resolution, eliminate 18-year-old students from having a permanent record for fighting at school, along with drastically reducing the amount of paperwork.

We recognize the need for ongoing involvement in the process of providing support for students and families, while increasing parent engagement and involvement that the school and MARC (Multi-Agency Resource Center) can provide.

Sincerely,

A blue ink signature of Judge Guy Bradberry, consisting of stylized initials and a surname.

Judge Guy Bradberry

A blue ink signature of Judge W. Mitchell Redd, featuring a large, flowing initial 'W' followed by the surname.

Judge W. Mitchell Redd

A blue ink signature of Judge Cynthia Clay Guillory, with a large, stylized initial 'C' and the full name.

Judge Cynthia Clay Guillory



CALCASIEU PARISH POLICE JURY

GOVERNING AUTHORITY OF CALCASIEU PARISH LOUISIANA

Office of Juvenile Justice Services

P.O. Box 2073

Lake Charles, Louisiana 70602

337/721-3971

Fax 337/721-3907

www.cppj.net

CPSB Zero Tolerance "Fighting" MARC Referral Form

Today's Date: [Click here to enter text.](#)

School Location: [Click here to enter text.](#)

Youth's Name: [Click here to enter text.](#)

Date of Birth: [Click here to enter text.](#)

Guardian's Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

Zero Tolerance Referral Status: First Second

If SECOND, please attach the OJJS referral completed by the School Resource Officer

Referral Summary: [Click here to enter text.](#)

**List any Interservice Service Agency support that student is currently receiving:
such as (FINS, Probation, Counseling, etc.)** [Click here to enter text.](#)

Additional Information Pertinent to the Youth's Well-Being:

[Click here to enter text.](#)

Name/Title of Person making the referral: [Click here to enter text.](#)

Direct phone number: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Please SCAN and EMAIL this completed Referral Form to marc@cppj.net



NEW CPSB ZERO TOLERANCE ADMIN PROCEDURES CHECKLIST

- Administer first aid for injuries/contact parents of injured student(s).
- Photograph and document any student injuries (Risk Management: Student Incident Report).
- Have Risk Management capture and burn any school video camera footage, especially if there is an injured party.
- Investigate incident – have students that were actively involved in the incident complete a written statement.
- Investigate thoroughly by seeking any witnesses to the aggression – have each witness complete a written statement.
- Determine aggressor(s). Self-defense is defined as “the use of reasonable force when apparently necessary to prevent a forcible offense against a student or against property lawfully in a student’s possession”.
- Complete **CPSB ZERO TOLERANCE MARC REFERRAL FORM**
- If a student has special disabilities (such as Autism/Asperger) that may trigger an episode, contact the parent instead of law enforcement.
- Provide parent/guardian with **NEW CPSB ZERO TOLERANCE** Brochure.
- Implement appropriate corrective strategies/administrative interventions for fighting (Level 3B Infraction-OSS) as outlined in the Student Code of Conduct.
- Email **COMPLETED CPSB ZERO TOLERANCE MARC REFERRAL FORM** to:

Email address: marc@cppj.net

Any questions? Contact Office of Juvenile Justice, Phone: 337-721-3971,
website: www.cppj.net
- If this is the student’s second offense in the current school year, the student may be recommended for alternative placement.



NEW CPSB ZERO TOLERANCE "FIGHTING" Procedures 2022-2023

(MARC Referral to be submitted to MARC Center) --> [CPSB ZERO TOLERANCE "FIGHTING" MARC REFERRAL FORM](#)

(Zero Tolerance will apply to any student in 6th to 12th Grade regardless of age)

FIRST INCIDENT ZERO TOLERANCE "FIGHTING"

- **3B Fighting** (as per Student Code of Conduct) *will result in an Out of School Suspension*

Supports Provided by MARC include:

- The school will refer the youth and family to the MARC center via the [CPSB ZERO TOLERANCE "FIGHTING" MARC REFERRAL FORM](#)
- The MARC Center will schedule an intake appointment with the family, preferably after school hours to avoid any missed educational seat time. The youth and family will go through the MARC screening process, to include completion of the Juvenile Inventory for Functioning (JIFF), and any ancillary screening tools identified from its findings.
 - If a need is identified, the family will be offered substance abuse or co-occurring services through Imperial Calcasieu, and/or supportive services through the Families in Need of Services (FINS) program.
 - Specific to the referral, the following will also be completed:
 - **Conflict Resolution (method to be decided by MARC Center)**

SECOND INCIDENT ZERO TOLERANCE "FIGHTING"

- **3B Fighting** (as per Student Code of Conduct) *will result in a recommendation for expulsion.*

Supports Provided by MARC include:

- The school will refer the youth and family via the [CPSB ZERO TOLERANCE "FIGHTING" MARC REFERRAL FORM](#)
- The school administration will request that the School Resource Officer Complete an **OJJS Referral**. The OJJS Referral will be staffed with the Assistant District Attorney for guidance.
- After staffing with the ADA, the MARC center will schedule a **SECOND** intervention appointment with the family.
 - If diversion is approved, the youth and family will be placed on a MARC Diversion Agreement Plan
 - The family will be placed on informal probation, supervised by the MARC for up to 6 months.
 - The family will be referred to Imperial Calcasieu for treatment services
 - Compliance with diversion will be staffed with the ADA for continued guidance

Literacy Support Standard for Grades 3 and 4

Beginning with the 2022-2023 school year, and continuing through the summer following the 2023-2024 school year, any student enrolled in third or fourth grade and scoring below grade-level on the end-of-the-year LDOE-approved literacy assessment shall receive a minimum of 30 hours of explicit literacy instruction inclusive of targeted interventions during the summer as set forth in §705 of BESE Bulletin 1566. The literacy instruction shall be based on the science of reading.

- No tuition or fees can be charged for the attendance of an eligible student, and transportation must be offered.
- Summer learning shall be provided by an LDOE-approved tutoring vendor or by a teacher who is enrolled in or has completed the required foundational literacy skills course required per LAC 28:CXV.509 and who has achieved a rating of "effective: proficient" or greater on the most recent evaluation.
- Students not participating in the required summer literacy interventions may be retained in the grade level during the subsequent school year. Such retention shall be included in each local pupil progression plan. A student qualifying for summer literacy interventions who fails to participate in the program but scored Basic or higher on the ELA portion of the most recent LEAP assessment may be promoted to the next grade level.
- The LEA may waive the state policy for students scoring below grade-level on the end-of-the-year LDOE-approved literacy assessment for students with an IEP at the discretion of the IEP team.
- Prior to retaining a student pursuant to this Section, a meeting of the SBLC committee may be called by the school or parent to determine whether retention or another option for additional student support is in the best interest of the student.

Memorandum

To: Board Members

From: Wilfred Bourne, C.F.O.

Date: December 7, 2022

Subject: Centerpoint Energy Right-of-Way-Chennault

We have received the attached Right-Of-Way and Servitude agreement from Centerpoint Energy for the purpose of installing a natural gas service line for the new National Guard facility currently being constructed on the Chennault Air Base property.

This servitude is show on the attached map and traverses a portion of Calcasieu Parish School Board property that is currently unused in our operations.

Action required by Calcasieu Parish School Board:

Approve subject to review and revision by legal counsel & authorize board president to sign final approved agreement.

**RIGHT OF WAY AND SERVITUDE
FOR DISTRIBUTION SYSTEMS**

STATE OF LOUISIANA
PARISH OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR AND IN CONSIDERATION OF good and valuable consideration paid to the undersigned,

CALCASIEU PARISH SCHOOL BOARD, a political entity organized under the laws of the State of Louisiana, having a permanent mailing address at 3310 Broad Street, Lake Charles, Louisiana 70615, appearing herein and represented by, _____ its duly authorized President, and

CHENNAULT INTERNATIONAL AIRPORT AUTHORITY (TIN: XX-XXX1167), a political subdivision of the State of Louisiana, within the meaning of Article 6, Section 44 of the 1974 Louisiana Constitution, acting through W. Kevin Melton, its Executive Director, 3650 Senator J. Bennett Johnston Avenue, Lake Charles, LA 70615 in the Parish of Calcasieu, State of Louisiana;

(herein called "Grantor", whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor does hereby GRANT, SELL AND CONVEY unto **CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas** (herein called "Grantee"), its successors and assigns, an unobstructed right of way and servitude to construct, lay, install, maintain, operate, inspect, repair, alter, replace, change the size of, remove and relocate gas pipelines (whether one or more) and appurtenances thereto (including, but not limited to, service lines) under, across, upon, along and through the property owned by Grantor in full ownership, situated in Calcasieu Parish, Louisiana, which property is more fully described as follows:

A right-of-way and servitude being ten (10) feet in width, five (5) feet on either side of the pipeline, as laid, traversing through the following described property:

That certain tract of land lying in Sections 2, 3, 10 and 11, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, being a portion of the "Parish Tract of Chenault Air Force Base" shown and described on a plat attached to that certain "Boundary Agreement of CAFB" by D.W. Jessen & Associates, Civil Engineers, Lake Charles, Louisiana, dated August 7, 1973 and filed in plat book 23 at page 20 Conveyance Records of Calcasieu Parish, Louisiana.

The area within the property hereinabove described to be affected by this right-of-way and servitude is more fully shown and identified as "ACQUIRE 10' WIDE RIGHT-OF-WAY" and depicted as diagonal lines shown and designated on the plat bearing CenterPoint Energy drawing number CNP 6539 attached hereto and made part hereof for all purposes, said right of way and servitude being out of and part of a tract of land described in a conveyance recorded in

Instrument #1300256 of the Conveyance Records of Calcasieu Parish, to which reference is here made for further description.

During the construction, operation, maintenance, repair, replacement, removal or other use of the pipeline, Grantee may use a temporary right of way over that portion of the property depicted and labeled as "Temporary Workspace" on the attached plat, so long as such use does not unreasonably interfere with Grantor's use of and operations on the Property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, until said right of way and servitude is released by recordable instrument executed by Grantee, its successors or assigns, with ingress to and egress from the premises, for the purpose of constructing, laying, installing, maintaining, operating, inspecting, repairing, altering, replacing, changing the size of and relocating the gas pipelines and appurtenances of Grantee described above and removal of such at will, in whole or in part.

The rights and obligations granted and assumed hereunder shall inure to the benefit of and be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Louisiana Gas
Calcasieu Parish School Board
Chennault International Airport Authority

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

***** Remainder of this page intentionally left blank *****

EXECUTED this _____ day of _____, 2022, in the presence of the undersigned witnesses.

WITNESSES:

GRANTOR:

CALCASIEU PARISH SCHOOL BOARD

Printed: _____

BY: _____

Name: _____

Title: _____

Printed: _____

ACKNOWLEDGMENT

STATE OF LOUISIANA §

§

PARISH OF _____ §

Be it known, that on this ___ day of the month of _____, 2022, before me, the undersigned authority, personally came and appeared _____, in his capacity as duly authorized President of the Calcasieu Parish School Board, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

In witness whereof, the said Grantor has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and the date first above written.

Notary Commission Expires: _____

Notary Public for the State of Louisiana

Printed Name: _____



T10S-R8W

3



CALCASIEU PARISH SCHOOL BOARD

10

-  Acquire 10' Wide Right-of-Way
-  25' Temporary Work Space

LANDS OF CALCASIEU PARISH
SCHOOL BOARD
ACQUIRE 10' WIDE RIGHT-OF-WAY

September 07, 2022
Calcasieu Parish, Louisiana

Prepared by:
SunCoast Land Services, Inc.



CNP 6539

