

# October 10, 2017

## **DATE, TIME, PLACE OF MEETING**

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on October 10, 2017, at 5:00 p.m.

The meeting was called to order by Ron Hayes, President. The prayer was led by Glenda Gay. The Pledge of Allegiance was led by Mack Dellafosse.

## **ROLL CALL**

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

Mr. Breaux arrived after the roll was called.

Mr. Hayes asked for a motion to include the addendum item 9.D. On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the motion carried unanimously

## **APPROVAL OF MINUTES**

Mr. Dellafosse, with a second by Mrs. Ballard, offered a motion to approve the Minutes of September 12, 2017. The motion carried on a vote.

## **SUPERINTENDENT'S REPORT**

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

1. Board Members have received the September 30th school population report.
2. All board members have received the September Head Start Report

Head Start Enrollment– 451 applicants

Head Start Waiting List – 136 applicants

Parent Meetings and Open House were held at all sites. Policy Council representatives were elected. Emergency Drills were conducted at each site.

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The first Policy Council Meeting was held on September 18<sup>th</sup>. Policy Council Officers were elected. The following items were approved:

June 19<sup>th</sup> Policy Council minutes

Financial and Attendance Reports for August 2017

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

3. I would like to report our current sales tax numbers for our general fund which show September, 2017, collections at \$3,422,045 or 29.2 % above budget for the third month of the 2017-2018 year.

Collections are \$3,522,360 or 30.3 % above collections for the same month last year.

Collections for the 2017-2018 year, after three months are \$10,382,127 or 27.4 % over budget and \$10,269,275 or 27 % over the same time period last year.

4. The 2017-2018 Head Start Policy Council officers were elected at the September 18<sup>th</sup> meeting. I will ask Dr. Joubert to help introduce them to you now and thank them for their willingness to serve on this council:

Brandon Malbrough – Policy Council President

Jessica Wilhite – Policy Council Vice President

Derrick Augustine – Policy Council Secretary

Kiara Morgan – Policy Council Assistant Secretary

Keri Edwards – Brenda Hunter member

Kayla McElfresh – Brenda Hunter member

Kori Ozane – Brenda Hunter member

Malaira Simien – Brenda Hunter member

Timothy Jones – Brenda Hunter member

Shannitra Lewis – J.D. Clifton member

Keondra Guillory – J.D. Clifton member

Sheila Pitre – DeQuincy member

Kadijah Joyce – DeQuincy member

Chasidy Harrison – Jake Drost member

Kristy Boroughs – Jake Drost member

Kimberly Taylor – J.I. Watson member

Kourtney Pream – J.I. Watson member

Lena Guillory – J.I. Watson member

5. The National Blue Ribbon Schools Program recognizes public and private elementary, middle, and high schools based on their overall academic excellence or their progress in closing achievement gaps among student subgroups. Every year the U. S. Department of Education seeks out and celebrates great American schools, schools demonstrating that all students can achieve to high levels. More than 8,500 schools across the country have been presented with this coveted award. The National Blue Ribbon

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School award affirms the hard work of students, educators, families, and communities in creating safe and welcoming schools where students master challenging content. The National Blue Ribbon School flag gracing an entry or flying overhead is a widely recognized symbol of exemplary teaching and learning.

I am very pleased to announce that Vincent Settlement Elementary has been chosen as a Blue Ribbon School. The Blue Ribbon celebration will be Friday, 9:00, October 13, at Vincent Settlement Elementary.

6. The Yale Office of Undergraduate Admissions has honored Barbe High School English/AP Gifted English teacher, Lori Benoit, as the recipient of the 2017 Yale Educator Award. The award honors outstanding educators who serve as an inspiration to their students supporting and encouraging them to perform at high levels and to achieve excellence. She was nominated by her former student, Simarpreet Chadha, now a Yale student. Ms. Benoit received an engraved desk set and plaque and has been invited to attend an awards ceremony at Yale. I would like to introduce Ms. Benoit and ask her to say a few words.

7. I am required to read the following by the State Bond Commission:

## **PUBLIC NOTICE**

NOTICE is hereby given in compliance with La. R.S. 42:19.1, that School Sales Tax District No. 3 of the Parish of Calcasieu, Louisiana, (the District), will meet in open and public session on the 14<sup>th</sup> day of November, 2017, at 5:00 o'clock p.m. at the offices of the Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, Louisiana, to consider calling an election to be held in the District on April 28, 2018, to consider authorizing sales tax secured bonds for the purpose of acquiring and/or improving land and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities within and for said District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public for the purpose of operating and maintaining the District's school facilities.

Announce: October 10, 2017

Publish: October 12, 2017

## **EXECUTIVE SESSION**

On a motion to adjourn into Executive Session by Mr. Tarver and seconded by Mr. Dellafosse, the Board adjourned on a unanimous vote at 5:14 p.m. The Board resumed Regular Session at 5:40 on a motion by Mr. Tarver and a second by Mr. Dellafosse.

**A. Consideration of Worker Compensation Claim #3896927/Attorney Kevin Koenig**

On a motion to approve settlement of Worker Compensation Claim #3896927 by Mr. Dellafosse

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and seconded by Mr. Tarver, the motion carried.

**B. Consideration of General Liability Claim #4369531/Attorney Ed McGuire**

On a motion to approve settlement of General Liability Claim #3896927 by Mr. Dellafosse and seconded by Mr. Tarver, the motion carried.

## **COMMITTEE REPORT**

Budget Committee/September 26, 2017/Mack Dellafosse, *Chair*

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

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

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

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

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

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

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

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

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

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

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

Blue card submitted:

Ken Stratton

**On behalf of the committee, Mr. Dellafosse offered the motion to approve the staff recommendation to accept the report, but also have staff look at ideas to consolidate fees. Mr. Breaux asked for staff to look into a breakdown of fees and how each school spends the fees. A second was not needed and the motion passed on a vote.**

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

**Mr. Roberts made a motion to table this item, with a second by Mrs. Ballard. The motion carried with three nay votes.**

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

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

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

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

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

**This item was for information only.**

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

Wilfred Bourne

Secretary

C&I Committee/September 26, 2017/Annette Ballard, *Chair*

**Mrs. Ballard gave the following report:**

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

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

Committee Members Absent: Dean Roberts, Eric Tarver. Other Board Members Present: Billy Breaux, Glenda Gay, Ron Hayes, Wayne Williams.

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

Mr. Campbell introduced the approval of the 2017-2018 Textbook Adoption Committees for High School Science and Career and Technical Education.

A motion was made by Damon Hardesty and seconded by Alvin Smith to accept staff's

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recommendations to accept the Textbook Adoption Committees and it passed unanimously.

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

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

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

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

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

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

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

**On behalf of the committee, Mrs. Ballard offered a motion to approve the staff recommendation. A second was not needed. After much discussion and more explanation by Mr. Campbell, Mr. Dellafosse called the question to cease discussion. There was one nay vote. On the vote to approve the recommendation to accept the School Redesign Grant the motion carried with one nay vote.**

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

Tommy Campbell

Secretary

**TAKE APPROPRIATE ACTION**

Mr. Hayes read the following items:

A. Approval of Resolution for issuance, sale, and delivery of \$3,840,000 General Refunding Bonds of School District #34

Lake Charles, Louisiana

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The Calcasieu Parish School Board, State of Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on October 10, 2017, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

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

Annette Ballard, Billy Breaux, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Chad Guidry, Damon Hardesty, Fredman Hardy, Ron Hayes, Aaron Natali, Dean Roberts, Eric Tarver, Alvin Smith and Wayne Williams

ABSENT: None

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

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

YEAS: Mrs. Ballard, Mr. Breaux, Mr. Castille, Mr. Dellafosse, Mr. Duhon, Mrs. Gay, Mr. Guidry, Mr. Hardesty, Mr. Hardy, President Hayes, Mr. Natali, Mr. Roberts, Mr. Tarver, Mr. Smith and Mr. Williams



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NAYS: None

ABSENT: None

NOT VOTING: None

**BOND RESOLUTION**

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

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

**BOND PROPOSITION**

Shall School District No. 34 of Calcasieu Parish, Louisiana (the “District”), incur debt and issue bonds in an amount not exceeding \$34,000,000 for a period not to exceed twenty (20) years from the date thereof, with interest at a rate not exceeding eight (8%) percent per annum, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities within and for said School District, and acquiring the necessary equipment and furnishings therefor, title to which shall be in the public, which said bonds shall be retired with, paid from and secured by ad valorem taxes on all taxable property within the limits of the District sufficient in rate and amount to pay said bonds in principal and interest?

WHEREAS, the District has heretofore issued \$11,725,000 of its General Obligation Refunding Bonds, 2009 Series B, dated December 31, 2009 on original issue, of which \$7,065,000 is currently outstanding (the “2009 Bonds”) which are payable from a pledge and dedication of that portion of the net avails or proceeds of ad valorem taxes levied on all properties subject to taxation within the District, all in accordance with Article VI, Section 33 and Article VII, Section 26(E) of the

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Constitution of the State of Louisiana, and those portions of Part II of Article VII of the Constitution of 1974 of the State of Louisiana not repealed by the 1977 Louisiana Legislature, and Subpart A of Part III of Chapter 4 of Sub-Title II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and all other laws on the same subject matter; and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana, governing authority of the District has found and determined that advance refunding certain callable maturities of the 2009 Bonds, consisting of those 2009 Bonds which mature on January 15, 2022 to January 15, 2025, inclusive (the “Refunded Bonds”), would be advantageous to the District;

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

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

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

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

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

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

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

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

## ARTICLE I

# October 10, 2017

## DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, and any other cost, charge or fee paid or payable by the District in connection with the original issuance of Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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“State” shall mean the State of Louisiana.

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

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

## **ARTICLE II**

### **AUTHORIZATION AND ISSUANCE OF BONDS**

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

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

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

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

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the Escrow Agreement shall be strictly observed and followed in all respects.

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

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

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

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

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

The principal and premium, if any, of the Bonds are payable in such coin or

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

### **ARTICLE III**

#### **GENERAL TERMS AND PROVISIONS OF THE BONDS**

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

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

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The District and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during



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a period beginning at the opening of business on the 1<sup>st</sup> calendar day of the month in which an Interest Payment is due, or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

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

**SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost.** In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Governing Authority may in its discretion adopt a resolution and thereby authorize issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the District, and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the District, and the Paying Agent, (ii) giving to the District, and the Paying Agent an indemnity bond in favor of the District and the Paying Agent in such amount as the District may reasonably require, (iii) compliance with such other reasonable regulations and conditions as the District may prescribe and (iv) paying such expenses as the District, and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the District may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the District, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This Bond is issued to replace a lost, canceled or destroyed Bond under the authority of La. R.S. 39:971 through 39:974."

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

**SECTION 3.3. Preparation of Definitive Bonds, Temporary Bonds.** Until the definitive Bonds are prepared, the District may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations

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and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds.

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

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

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

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

For every transfer and exchange of the Bonds, the beneficial Owner may be charged a sum sufficient to cover such beneficial Owner's allocable share of any tax, fee or other

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governmental charge that may be imposed in relation thereto.

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

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

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

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

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

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

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

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

## **ARTICLE IV**

### **PAYMENT OF BONDS; DISPOSITION OF FUNDS**

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

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any, and interest so falling due on such date.

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

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

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

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

SECTION 4.5. Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 4.3, investments shall be valued at the lower of cost or market price, exclusive of accrued interest. With respect to the Sinking Fund valuation shall occur annually. If any investment in the Sinking Fund ceases to be a Qualified Investment,

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then such non-conforming investment shall be sold or liquidated and the proceeds thereof invested in Qualified Investments.

## **ARTICLE V**

### **REDEMPTION OF BONDS**

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

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

## **ARTICLE VI**

### **PARTICULAR COVENANTS, ADDITIONAL BONDS**

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

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

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

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

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

SECTION 6.4. Obligation to Collect Taxes. The District recognizes that the Governing Authority is bound under the terms and provisions of law, to levy and impose and cause enforcement and collection ad valorem taxes which secure issuance of the Bonds, and to provide for the proper application thereof, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Governing Authority from altering or amending from time to time as may be necessary the resolutions and/or ordinances adopted providing for levying, imposition, enforcement and collection of ad valorem taxes or any subsequent resolution and/or ordinance providing therefor, provided that such alterations or amendments shall not be made in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. The resolutions and/or ordinances imposing ad valorem taxes and pursuant to which ad valorem taxes are being levied, collected and allocated, and the obligation to continue to levy, collect and allocate ad valorem taxes and to apply the Pledged Tax Revenues in accordance with the provisions of this Bond Resolution, shall be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana, nor the District may discontinue the ad valorem taxes or permit to be discontinued the ad valorem taxes in anticipation of collection of which the Bonds have been issued or in any way make any change in ad valorem taxes which would diminish the amount of the Pledged Tax Revenues to be received by the District until all of the Bonds shall have been retired as to both principal and interest.

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

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responsible indemnity company in amounts adequate to protect the District from loss.

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

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

## **ARTICLE VII**

### **SUPPLEMENTAL BOND RESOLUTIONS**

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

**SECTION 7.2. Supplemental Resolutions Effective With Consent of Owners.** Except as provided in Section 7.1, any modification or amendment of the Bond Resolution or of the rights and obligations of the District and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental resolution, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption

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price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the District to levy and collect the ad valorem taxes for payment of the Bonds as provided herein, without consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto. For purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Bond Resolution if the same adversely affects or diminishes the rights of the Owners of said Bonds.

## **ARTICLE VIII**

### **PARITY BONDS**

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

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

## **ARTICLE IX**

### **REMEDIES ON DEFAULT**

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

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



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bankruptcy law or similar law;

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

## **ARTICLE X**

### **CONCERNING FIDUCIARIES**

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

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

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

## **ARTICLE XI**

### **MISCELLANEOUS**

SECTION 11.1. Defeasance. (a) If the District shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, then the covenants, agreements and other obligations of the District to the Bondholders shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the District, execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the District any moneys, securities and funds held by it pursuant

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to the Bond Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

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

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

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

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

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

1. The fact and date of execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer

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of a bank or trust company or of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;

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

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

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

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

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

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

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

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

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illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Resolution which validates or makes legal any provision of the Bond Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Resolution and to the Bonds.

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

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

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

## **ARTICLE XII**

### **SALE OF BONDS**

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

SECTION 12.2. Official Statement. The District hereby approves the form and

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

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

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

## **ARTICLE XIII**

### **REDEMPTION OF REFUNDED BONDS**

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

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

## **ARTICLE XIV**

### **CONTINUING DISCLOSURE UNDERTAKING**

SECTION 15.1. Continuing Disclosure. The Chief Financial Officer of the Calcasieu Parish School Board, as governing authority of the District, is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set

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forth in Appendix E of the Official Statement issued in connection with the issuance and sale of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

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

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

ATTEST:

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

On a motion by Mr. Duhon and a second by Mr. Roberts, the motion carried.

**B. Approval of CPSB Head Start Policy Council By-Laws**

**Policy Council  
By-Laws**

**Article I  
Name and Authority**

**Section 1**

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

**Section 2**

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

- Procedures for program planning in accordance with this Part and the requirements of 45 CFR 1305.3.
- The program's philosophy and long- and short-range program goals and objectives (see 45 CFR 1304.51(a) and 45 CFR 1305.3 for additional requirements regarding program planning).

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- The selection of delegate agencies and their service areas (this regulation is binding on Policy Councils exclusively) (see 45 CFR 1301.33 and 45 CFR 1305.3(a) for additional requirements about delegate agency and service area selection, respectively).
- Criteria for defining recruitment, selection, and enrollment priorities, in accordance with the requirements of 45 CFR Part 1305.
- All funding applications and amendments to funding applications for Early Head Start and Head Start, including administrative services, prior to the submission of such applications to the grantee (in the case of Policy Committees) or to HHS (in the case of Policy Councils).
- Policy Council, Policy Committee, and Parent Committee reimbursement. Grantee and delegate agencies must enable low-income members to participate fully in their group responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the members.
- The annual self-assessment of the grantee or delegate agency's progress in carrying out the programmatic and fiscal intent of its grant application, including planning or other actions that may result from the review of the annual audit and findings from the Federal monitoring review (see 45 CFR 1304.5(i)(1) for additional requirements about the annual self-assessment).
- The composition of the Policy Council or the Policy Committee and the procedures by which policy group members are chosen.
- Procedures describing how the governing body and the appropriate policy group will implement shared decision-making.
- Internal dispute resolution. Each grantee and delegate agency and Policy Council or Policy Committee jointly must establish written procedures for resolving internal disputes, including impasse procedures, between the governing body and policy group.
- Program personnel policies and subsequent changes to those policies, in accordance with 45 CFR 1301.31, including standards of conduct for program staff, consultants, and volunteers.
- Decisions to hire or terminate the Early Head Start or Head Start Director of the grantee agency.
- Decisions to hire or terminate any person who works primarily for the Early Head Start or Head Start program of the grantee agency.

## Section 3

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

## Article II

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## **Purpose**

### **Section 1**

The purposes of the Policy Council are as follows:

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

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

### **Section 1**

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



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## Article IV Officers

### **Section 1**

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

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

### **Section 2**

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

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- A. Officers will be allowed one minute to speak on each allegation of violations of the Head Start Performance Standards or the Policy Council By-Laws and two minutes to speak on any motion to excuse Said officer from their position.
- B. Officers will be allowed to respond to all allegations of violations of the Head Start Performance Standards or the Policy Council By-Laws.
- C. Deliberations shall take place in closed session where only the allegations and responses as well as the motion to excuse may be discussed all guests, Honorary Members, and the Officer in question will leave the room for closed session.
- D. The vote must take place in open session and may be in any form outlined in Roberts Rules of Order.
- E. Once an Officer has been removed from his/her position he/she retains membership unless a separate vote is taken to remove the member from the Policy Council.
- F. An Officer with two unexcused or two consecutive absences forfeits position as well as membership to the Policy Council.
- G. Only the Policy Council may excuse absences.

## **Article V** **Membership**

### **Section 1**

The Policy Council shall consist of:

- A. Parent Reps elected or selected from each center's parent committee.
  - 1. Each center will have one Parent Rep for every 50 children enrolled. Centers with less than 50 children enrolled will have one Parent Rep.
    - a) Each Parent Rep is a voting member of the Policy Council; and
    - b) Each Parent Rep must have a child currently enrolled in Head Start.
  - 2. Each center must elect one alternate for every representative elected or selected.
    - a) Each alternate may vote in place of an absent Parent Rep from the same center; and
    - b) Each alternate must have a child currently enrolled in Head Start.
- B. Three Community Reps selected by the grantee staff.
  - 1. The Policy Council must approve Community Reps before voting rights may be exercised; and
  - 2. Each Community Rep is a voting member of the Policy Council.
- C. Ex-officio Members appointed by the President, approved by the Policy Council.
  - 1. Ex-officio Members may actively participate in meetings with the exception of:
    - a) Making motions; and

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

## Section 2

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

## Section 3

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

## Section 4

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

## Section 5

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

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

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## Article VI Committees

### Section 1

#### Standing Committees

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

### Section 2

#### Special Committees

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

### Section 3

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

## Article VII Parent Committees

### Section 1

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

- A. Committee members must be parents of currently enrolled students; and

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

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## Section 2

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

## Article VIII Meetings

### Section 1

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

### Section 2

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

### Section 3

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

### Section 4

Any CPSB Head Start Policy Council member who is absent for two (2) consecutive

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

## **Section 5**

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

## **Section 6**

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

## **Section 7**

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

## **Section 8**

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

## **Section 9**

All CPSB Head Start Policy Council members requiring reimbursement for travel will be



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

## **Section 10**

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

## **Article X**

### **Amendments**

The amendment procedure shall be as follows:

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

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

C. Approval of Cooperative Endeavor Agreement between CPSB and LA Community & Technical College System/SOWELA

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

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the "Agreement") is made and entered into effective as of October 3, 2017 (the "Effective Date"), pursuant to the 1974 Louisiana

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Constitution, Article VII Section 14(C), wherein governmental and private entities are empowered to enter into Cooperative Endeavor Agreements, further by and between:

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

**LOUISIANA COMMUNITY & TECHNICAL COLLEGE SYSTEM, SOWELA TECHNICAL COMMUNITY COLLEGE** (“LCTCS”), whose mailing address is 265 S. Foster Drive, Baton Rouge, LA 70806 represented by and through Joseph F. Marin, its Chief Financial Officer/Chief Operating Officer, duly authorized (hereinafter referred to as “LCTCS”);

(the School Board and LCTCS are collectively referred to as the “Parties”).

**RECITALS**

A. In January of 2006, LCTCS leased eleven (11) modular buildings (the “Buildings”) for use as classroom and office space after the SOWELA Technical Community College (“SOWELA”) campus sustained damage from Hurricane Rita; subsequently, in 2009, LCTCS purchased the Buildings; and

B. SOWELA no longer needs the Buildings; and

C. To avoid the cost of moving or demolishing the Buildings, to furnish additional parking areas for the benefit of the students and staff of SOWELA, to enhance the overall esthetics of the SOWELA campus, and to avoid the continuing cost to insure and maintain the Buildings, LCTCS desires to transfer title to and possession of the Buildings to the School Board, in consideration of the obligations set forth herein; and

D. The School Board has a need for additional classroom and office space to further its mission of furnishing primary and secondary education to the citizens of Calcasieu Parish, Louisiana; permitting the School Board to take title to and to utilize the Buildings will serve that need and will also further the mission of LCTCS in furnishing post-secondary education and training services for the citizens of southwest Louisiana; and

E. LCTCS and the School Board hereby enter into this Agreement in order to further their respective missions of furnishing educational and training opportunities to persons in and around Lake Charles, Louisiana.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

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**1. PUBLIC PURPOSE.** The Parties agree that the public purpose for this Agreement is to provide residents of Lake Charles, Louisiana and surrounding areas with opportunities for training and education in Calcasieu Parish, which will benefit the health and welfare of residents of Calcasieu Parish, Louisiana and surrounding areas. The Parties have determined that:

- (a) the transactions contemplated pursuant to this Agreement are for a public purpose that comports with a governmental purpose that each of the Parties may pursue;
- (b) the transactions, taken as a whole, are not gratuitous; and
- (c) each of the Parties have a reasonable expectation of receiving at least equivalent value in exchange for the transactions contemplated by this act.

**2. TRANSFER BY LCTCS.** For and in consideration of the obligations of the School Board set forth in this Agreement, LCTCS does hereby transfer to the School Board all of its right, title and interest in and to the Buildings without any warranty whatsoever, even as to title. In connection with the transfer, the School Board expressly waives and renounces all warranties, including without limitation, all warranties as to the condition of the Buildings, the absence of any apparent or hidden defects in the Buildings, and the warranties that the Buildings are free from redhibitory defects and are fit for their intended purpose. LCTCS agrees to sign any and all documents reasonably requested by the School Board to evidence the transfer of the title of the Buildings to the School Board.

**2.1** The LCTCS agrees to protect, defend, indemnify, save, and hold harmless, the Calcasieu Parish School Board, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the LCTCS during the use of the modular buildings by, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the LCTCS as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the Calcasieu Parish School Board, its officers, agents, servants, employees and volunteers..

**3. OBLIGATIONS OF THE SCHOOL BOARD.**

**3.1** Within fifteen (15) days of the date of this Agreement, the School Board will, at its sole cost and expense, relocate the Buildings to property owned by the School Board. Any damage occasioned to the property of LCTCS as result of relocating the Buildings will be promptly repaired by the School Board.

**3.2** Commencing no later than the Effective Date, the School Board will procure and maintain hazard insurance and/or self-insurance coverage for an amount of no less than the

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replacement value of the Buildings and liability insurance and/or self-insurance coverage in an amount of no less than \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate, which coverages shall name LCTCS and the State of Louisiana Office of Risk Management as additional insureds. The required insurance policies will provide that coverage cannot be modified or terminated absent no less than thirty (30) days advance written notice to LCTCS and to the State of Louisiana Office of Risk Management; the School Board will furnish certificates evidencing the required coverage on or prior to the Effective Date. In addition to the insurance coverages required herein, the School Board will enter into a hold harmless agreement in favor of the State of Louisiana Office of Risk Management for any damage to the Buildings or other casualty which might arise during the transport of the Buildings. The required insurance shall terminate at the time all of the Buildings have been relocated to and installed on the property of the School Board.

**3.3** For a period of five (5) years commencing with the date of this Agreement, the School Board agrees that LCTCS may use any one of the Buildings (as designated by LCTCS) at no cost to LCTCS. This right of use can be exercised by furnishing written notice to the School Board. If the Building to be used by LCTCS will remain on School Board property, the School Board will grant appropriate servitudes necessary to or convenient for access to and use of the Building, including, without limitation, rights of passage, utilities servitudes, and parking. In the event the Building to be used by LCTCS will be located off of School Board property, LCTCS will be solely responsible for any costs, liabilities, or damage arising from the transport of the Building.

**4. TERM.**

The term of this Agreement shall begin on the Effective Date and end five (5) years thereafter. LCTCS may terminate this Agreement, on written notice to the School Board, if the School Board fails to cure any default of its obligations hereunder within thirty (30) days of written notice from LCTCS specifying the default. In the event of such a termination, LCTCS may recover possession and ownership of any or all of the Buildings, at LCTCS's option.

**5. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS.**

**5.1** Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only when reduced to a writing approved and executed by both Parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

**5.2** Time is of the essence, and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

**5.3** In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

**October 10, 2017**

**5.4** If any Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement, by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the Party delayed in acting as required under the terms of this Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for cure or performance of any such act shall be extended for a period equivalent to the period of such delay.

**5.5** If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

**5.6** Any suit filed by a Party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall, except as otherwise mandated by law, be filed in the 19th Judicial District Court for the Parish of East Baton Rouge which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.

**5.7** Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.

**5.8** The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each Party and the right to demand specific performance and any claim to damages suffered hereunder.

**5.9** This Agreement may be amended only by mutual written consent of the Parties.

**5.10** Each representative herein warrants that he or she has the requisite authority and permission to enter, sign and bind his or her office.

**5.11** Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.

**6. ASSIGNMENT.** Neither Party may assign this Agreement or any portion thereof without the prior written consent of the other Party, which consent may be withheld, conditioned, or delayed in the sole and absolute discretion of the non-assigning Party.

**7. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

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**8. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

**9. NOTICES.** Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by a private, commercial carrier such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a Party in written notice to the other Party compliant with this section.

**If to LCTCS:**

Dr. Monty Sullivan, President  
Louisiana Community & Technical College System  
265 S. Foster Drive  
Baton Rouge, LA 70806

**If to DIVISION:**

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

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

# October 10, 2017

## D. Approval of Resolution to hire special counsel for Sales Tax litigation

TO: Wilfred Bourne, CFO

FROM: Kimberly Tyree, Director of Sales Tax

DATE: October 5, 2017

SUBJECT: Request outside counsel approval

Our office was recently served with a Board of Tax Appeals Petition by Samson Exploration LLC. In the past, taxpayer's remedies were either to file suit or have their case heard by an arbitration panel. In July 2014, the legislature passed Act 640 which abolished the arbitration panel and gave taxpayers the right to file a petition for a redetermination of Assessment with the Board of tax Appeals in lieu of filing suit.

The taxpayer filed the petition as a result of an audit. The taxpayer is not in agreement with the audit findings and has elected the option to file a petition. Rusty Stutes has been used by our office in the past as our legal representation, and we would like him to represent us in this matter.

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

## **BID REPORTS**

Mr. Hayes read the following item:

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

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

**DATE:** October 03,2017

**DESCRIPTION:**

Gillis Elementary - Drainage Improvements

**FUNDS:** Sales Tax District #3

**BID NUMBER:** 2018-04PC

# October 10, 2017

**DESIGNER:** Moss Architect, Inc.

CONTRACTOR	BASE BID
Gunter Construction	\$344,000.00
Keiland Construction	\$284,750.00
Kraus Construction	
Pat Williams Construction	\$497,000.00
R.A. Edgin Construction	
Seth Priola Construction	
R.D. Spell, Inc.	\$495,600.00
Central Auction House Merrick LLC	\$290,000.00

The Committee recommends award of the contract to:

Keiland Construction

(Base Bid) in the amount of: \$284,750.00

Two Hundred Eighty Four thousand Seven Hundred Fifty Dollars

as the lowest qualified bidder meeting specifications.

Vicky Johnston, representing CAE, submitted a blue card to address the Board.

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

## **CORRESPONDENCE**

Mr. Hayes read the following item:

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



# October 10, 2017

Vicky Johnston, representing CAE, submitted a blue card to address the Board.

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

## **CONDOLENCE/RECOGNITION**

Mrs. Ballard asked for a letter of condolence to the family of Jaylyn Citizen.

Mr. Smith asked for a letter of condolence to the family of Mr. Bruce Royer.

Mrs. Gay, Mr. Hardy, and Mr. Duhon asked for a letter of condolence to the family of Mrs. Frankie Lane.

Mr. Hardy asked for a letter of condolence to Mrs. Peggy Pugh. He asked for a letter of recognition to Mrs. Charlene Kaough for her restoration of the Washington- Marion Charging Indian mascot.

Mr. Hayes reminded everyone that the evaluation document was in their packet and was due on October 27.

## **SCHEDULE COMMITTEES**

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

## **ADJOURN MEETING**

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Duhon, the meeting was adjourned at 6:54 p.m.

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Ron Hayes, President

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Karl Bruchhaus, Secretary

**October 10, 2017**