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

AGENDA
CALCASIEU PARISH SCHOOL BOARD
3310 BROAD STREET
LAKE CHARLES, LOUISIANA
Tuesday, June 11, 2019

- 1. Prayer – Annette Ballard**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Minutes**
 - A. May 14, 2019
- 5. Presentations**
 - A. 2018-2019 Student Perfect Attendance recognition/Keith LeLeux, Director, CWA
 - B. 2019 Louisiana Council for Exceptional Children Special Education Leadership of the Year Award/Ashlie Allardyce, President, LACEC
 - C. Impact Agency update/Braylon Harris
- 6. Superintendent's Report**
- 7. Innovation Presentations**
 - A. School of Innovation: Washington-Marion, Co-teaching Innovation
- 8. Executive Session**

(None)
- 9. Committee Reports**
 - A. Budget Committee/May 28, 2019/Dean Roberts, *Chair*
 - B. C&I Committee/May 28, 2019/Annette Ballard, *Chair*

10. Take Appropriate Action

- A. Approval of Cooperative Endeavor Agreement, CPSB and CPPJ/Summer Food Service Program
- B. Approval of Resolution with LCDA/Re-appointment of Mack Dellafosse to service on LCDA Board
- C. Approval of Resolution for Issuance of General Obligation Bonds/District 31
- D. Approval of Resolution Authorizing Bond Refunding, District 30

11. Bid Reports

- A. Bid #2019-22PC – Resurfacing of Football Turf at Westlake High School/\$50 Million Allocation (Bid decision after agenda printed, information will be available prior to Board meeting).
- B. Bid #2019-06PC – Classroom Pods Phase 11/Riverboat Funds and \$50 Million Allocation (Bid opening after agenda printed, information will be available prior to Board meeting).
- C. Bid #2019-21PC – St. John Elementary New Gymnasium/\$50 Million Allocation (Bid opening after agenda printed, information will be available prior to Board meeting).
- D. Bid #2020-31 – Blended Smoothies/School Food Services

12. Permission to Advertise

- A. Ralph Wilson Elementary, Phase 3 Interior Improvements, District #31 Bond Funds
- B. Automatic Temperature Monitoring System/School Food Services

13. Correspondence

- A. Recommendation of Acceptance for the Project, “Prien Lake Elementary Drainage”.
- B. Change Order Number One (1) for the Project, “Combre-Fondel Elementary Improvements, Phase II,” Project #MA1709A, Bid #2019-01 PC; Moss Architects, Inc., Designer; John D. Myers & Associates, Contractor; *Increase* of \$107,942.84 and *Increase* of thirty- four (34) days.
- C. Recommendation of Acceptance for the Project, “Ralph Wilson Roofing Replacement”.
- D. Recommendation of Acceptance for the Project, “Pearl Watson Roofing Replacement”.

14. Condolences/Recognitions

15. Schedule Committees

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

16. Adjourn Meeting

May 14, 2019

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held in the Board Room of the Calcasieu Parish School Board, located at 3310 Broad Street, Lake Charles, Louisiana, 70615, on Tuesday, May 14, at 5:00 p.m.

The meeting was called to order by Damon Hardesty, President. The prayer was led by Desmond Wallace. The Pledge of Allegiance was led by Emily Hardy, a student at Iowa High School.

ROLL CALL

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

Mr. Tarver, Mr. Breaux, Mr. Roberts, and Mr. Duhon were absent. Mr. Natali arrived after the roll was called.

On a motion by Mr. Hayes and seconded by Mrs. Ballard, Item 10.F. was moved to follow Approval of Minutes and listed as Item 4.B. On a vote, the motion passed unanimously.

10.F. Approval of Resolution Promulgating District 23 Election Results

Mr. Jay Delafield read the election results and introduced Matthew Kern and Lauren De Witt. On a motion to approve by Mrs. Ballard and a second by Mr. Hardy, the motion carried on a unanimous vote. This item will be published in the Lake Charles American Press on Saturday, May 25, 2019.

APPROVAL OF MINUTES

On a motion to approve by Mr. Dellafosse and a second by Mr. Hayes, the Minutes of the CPSB Meeting of April 9, 2019 were approved on a vote.

PRESENTATIONS

A. 2018-2019 1000+ Points/Accelerated Reader students/Beth Ferguson, Library Consultant

Kayla Roy, Bell City High School
Aiden Bertrand, Iowa Middle School

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Matthew Riley, T.S. Cooley Elementary School

B. 2018-2019 Calcasieu Parish Librarians of the Year/Beth Ferguson, Library Consultant

Elementary: Kristi Fontenot (Cypress Cove Elementary) and Jeni Anderson (Frasch Elementary)
Middle: Hope Myers (Maplewood Middle) and District Over-All Librarian of the Year
High: Kayla Little (Barbe High)

C. 2018-2019 Calcasieu Parish Students of the Year/Dr. Jill Portie/Administrative Director, Elementary Schools

Elementary: Kathryn Armentor, Runner-Up, LeBleu Settlement Elementary
Brenna Bernhardt, District Winner, Regional Winner, State Finalist, T.S. Cooley Elementary

Middle: Jordan Murray, Runner-Up, F.K. White Middle
Jacob St. Mary, Parish Winner, S.J. Welsh Middle

High: Hannah Zimmerman, Runner-Up, Sam Houston High
David Spicer, District Winner, Regional Winner, State Finalist, Sulphur High School

D. 2018-2019 Calcasieu Parish Teachers of the Year/Owen Clanton, Administrative Director, Middle Schools

Elementary: Tiffani Carlin, Brentwood Elementary
Middle: Lacey Blocker, Maplewood Middle (Top 20 State Finalist)
High: Hope Berry, Bell City High

E. 2018-2019 Calcasieu Parish Principals of the Year/Robert Pete, Administrative Director, High Schools

Elementary: Willona Jackson, College Oaks Elementary
Middle: Max Caldarera, S.P. Arnett Middle
High: Richard "Scott" Nunez, Bell City High School

F. 2018-2019 Calcasieu Parish Counselors of the Year/Tony McCardle/Director, Career and Technical Education

Elementary: Aimee Hamblen, St. John Elementary
Middle: Vickie Wynn, W.W. Lewis Middle
High: Julie Doland, Bell City High (District Over-All Winner)

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SUPERINTENDENT'S REPORT

Mr. Bruchhaus gave the following report:

1. All Board Members have received the April Head Start Report.

Program Governance

- Policy Council meeting was held on April 15, 2019. The following items were approved:
 - ✓ March 18th Policy Council Minutes
 - ✓ March's Director's Report
 - ✓ March's Attendance Report
 - ✓ March's Financial Report
 - ✓ Approval of healthy vending machines at Brenda Hunter
 - ✓ Approval of 2019 Head Start Self-Assessment results
 - ✓ Approval of Head Start Administrative Director's salary
- 2019-2020 Head Start Continuation Grant was submitted to the Office of Head Start.
- Staff and parents attended the National Head Start Conference in San Antonio, Texas.

Program Operations

- Enrollment – 441 (Slots are available due to lack of eligible applicants at this time.)

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

3. I would like to report our current sales tax numbers for our general fund which show April, 2019, collections at \$474,258 or 3.1% below budget for the 10th month of the 2018-2019 school year.

Collections are \$3,932,716 or 21% below collections for the same month last year.

Collections for the 2018-2019 year after 10 months are \$13,184,285 or 10% over budget and \$27,603,903 or 16% under the same time period last year.

4. Please be reminded that your Personal Financial Disclosure Statement is due tomorrow, May 15. You can fax in your paperwork to the Louisiana Board of Ethics and we will be glad to help you with that.

5. We received notification from LSBA regarding the approved required training hours for 2018. I'm pleased to announce that all CPSB Members received the required hours for 2018 and we hope for same for 2019.

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6. Each year the State of Louisiana issues determination results summarizing each district's performance on many indicators that measure outcomes for students with disabilities. We are proud to say that our district grew this year to a total performance of 92.3%, up from 82.1%, earning 36 out of 39 possible points, up from 32 of 39. We want to thank Dr. Washington and her entire team in the Special Services Department for their daily efforts to make students successful in Calcasieu Parish.

INNOVATION PRESENTATIONS

A. School of Innovation: LaGrange High School/Implementation of 4X1 block scheduling, school-wide co-teaching, and SPS targeted RTI

Principal Sam Baynes and Assistant Principal Shanice Williams presented the idea and asked for Board approval of the changes for the 2019-2020 school year. On a motion to approve by Mrs. Ballard and a second by Mr. Dellafosse, the motion carried on a unanimous vote.

COMMITTEE REPORTS

A. A&P Committee/April 30, 2019/Eric Tarver, *Chair*

At the absence of Mr. Tarver, Mr. Hardy gave the following report:

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, April 30, 2019 in the Board Room at 3310 Broad Street, Lake Charles, Louisiana. A quorum was present.

Mr. Tarver called the meeting to order at 8:15 p.m. immediately following the Curriculum and Instruction meeting.

Committee members present: Eric Tarver, Fred Hardy, Russell Castille, Desmond Wallace, Mack Dellafosse, Alvin Smith, Dean Roberts, and Aaron Natali.

Non-committee members present: Ron Hayes and Damon Hardesty

Committee members absent: Bliss Bujard, John Duhon, and Annette Ballard

Non-committee members absent: Billy Breaux and Glenda Gay

Because of the development of the Savannah Lakes Subdivision, Agenda item #1 dealing with a proposal for the Zoning of Oak Park and FK White Middle Schools was presented.

Mr. Barrentine read the proposal as follows:

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Oak Park Middle South Boundary defined - the north side of Arkansas projected eastward to the north end of Savannah Lakes Subdivision; south to just north of Prejean Drive; east 5th Ave; north to the north end of Savannah Lakes Subdivision; this point projected east to Gerstner Memorial/Hwy. 14

FK White Middle North Boundary defined – the south side of Arkansas projected east to the north end of Savannah Lakes Subdivision; south to just north of Prejean Drive; east to 5th Ave; north to the north end of Savannah Lakes Subdivision; east projected to Gerstner Memorial/Hwy 14; the west side of Gerstner Memorial/Hwy 14 south to E. McNeese Street; the south side of E. McNeese projected east to Ward Line Rd.

Questions were fielded by Mr. Barrentine and Mr. Bruchhaus. The Savannah Lakes Subdivision consist of approximately 12 new homes, in essence, those students involved would attend Oak Park Middle. A motion was made by Mr. Dellafosse and seconded by Mr. Hayes to accept the proposal. The proposed zoning plan was passed unanimously.

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

Next, the February 2019 Zoning Descriptions Booklet was presented to the committee for approval. A motion to accept was made by Mr. Dellafosse and seconded by Mr. Hardesty. The motion was passed unanimously.

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

The third item on the agenda was the SNP-ODR Agreement. During the July 10, 2018 CPSB board meeting, The Unpaid Meal Charge Policy (section EEA) found in the section labeled “Notifying the Household of Negative Balances” was approved. The new policy states that all unpaid negative balances will be turned over to a collection agency at the end of each school year for the purposes of efficient collection of outstanding debts owed to CPSB.

The Office of Debt Recovery (ODR) was created by legislature June 17, 2013 upon the passing of Act 399. ODR is authorized to collect delinquent debt owed to the state of Louisiana. This service would be of no charge to our district, it is our hopes our unpaid meal charge debt would soon be eradicated. A few questions were asked and answered by Jacqueline Richard, Director,

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School Food Service. After discussion, upon a motion to accept by Mr. Dellafosse and second by Mr. Hayes the motion was passed unanimously.

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

Agenda item 4 deals with a proposal for Specialty Route rates for Transportation. Mrs. Mary Fontenot explained how this proposal would entice drivers to choose these challenging, or problematic routes that may otherwise go without a driver. Problematic routes range from number of students being serviced to behavioral concerns, language barriers, health issues etc. This proposition requires a supplemental pay fee of \$12.50 for AM and \$12.50 for PM routes to a bus driver for specialty routes as defined by the criteria listed within the proposal. The Director of Transportation may recommend routes for specialty classification to be approved by the Chief Operating Officer. A motion to accept the Route rates was made by Mr. Dellafosse and seconded by Mr. Hardy. The motion passed unanimously.

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

Agenda item #5 Change language in GBDA-AP

GBDA-AP for Bus Operator Hiring Procedures - To increase the frequency of postings for new/vacant routes and create opportunities for bus operators, a proposal is being made to decrease the number of working days drivers may submit intent for consideration of a new or vacant route from fourteen 14 days to ten 10 working days.

After brief discussion, a motion was made by Mr. Dellafosse and seconded by Mr. Hayes to accept the procedural changes. The motion was passed unanimously.

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

Agenda item #6 Change language in policy GBD-AP

GBD-AP – Staff Hiring – Administrative Procedures Phase I

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In the A&P Committee meeting on February 26, 2019, the language in the policy was modified to include current job titles and updated to match on-line application requirements. This proposal is to update the rating form to coincide with the new online application portal. A motion was made by Mr. Dellafosse and seconded by Mr. Hayes to continue streamlining processes. The motion was passed unanimously.

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

Finally, agenda item #7 was the 5-Day Principal Initiative.

A CPSB principal currently works 202 days, August 1 to June 15. The demands of summer trainings and other required duties that occur during the last two weeks of June and the month of July, principals have expressed a concern that their pay is diluted. The following option came about to help offset the working demands:

- 5 additional days to be worked outside of the standard 202 calendar days.
- Payment at daily rate as supplemental pay with prior approval and confirmation through Administrative Director.
- Unused days do not carry over from year to year.

Questions were asked by the Committee members and there was one blue card. A motion to have a roll call vote on the initiative was made by Mr. Dellafosse and seconded by Mr. Hardy. The roll call vote motion passed unanimously. After the roll call vote, the initiative failed 6 to 4.

There being no further business to discuss, Mr. Tarver requested a motion to adjourn at 8:59 PM which was made by Mr. Dellafosse and seconded by Mr. Hayes. The motion passed unanimously.

Blue Card:
Terry Johnson
Calcasieu Federation of Teachers

B. C&I Committee/April 30, 2019/Annette Ballard/Chair

Mrs. Ballard gave the following report:

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, April 30, 2019 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

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Committee Members Present: Annette Ballard; Chair, Damon Hardesty, Fred Hardy, Dean Roberts, Alvin Smith and Eric Tarver.

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

Absent: John Duhon and Bliss Bujard

The C&I Committee Meeting was called to order at 5:00 p.m. by Annette Ballard, Chairman. A quorum was present. The prayer was led by Desmond Wallace and the pledge of allegiance was led by Billy Breaux.

Damon Hardesty made a motion to amend the agenda by adding an additional item to #10. Permission to add Classroom Innovation and was seconded by Mack Dellafosse.

Dr. Shannon LaFargue, Chief Academic Officer, presented the Board with **Presentation of A Direction**. Dr. LaFargue discussed his meeting with the C & I department where he presented the department with his vision and a direction for moving forward.

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

Next, Dr. Shannon LaFargue presented **RIP IT Sessions**. Dr. LaFargue discussed that he conducted 48 one-on-one (RIP IT) sessions with every member of the C & I Department. In these sessions, staff presented their own conceptual framework of their role in the systems approach to the organization.

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

Then, Dr. Shannon LaFargue presented **Departments, Schools, Classrooms of Innovation**. Explanation, Applications and Approvals. Dr. LaFargue discussed the following:

It is imperative that we establish a system or process in which our employees become empowered to pursue and showcase emergent attitudes of creativity and innovation! Several states, including Texas, have in place what is called Districts of Innovation. These state education agencies have become interested in shifting their roles from enforcing compliance to one of supporting innovation and

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building capacity in districts that are working to spur new innovative instructional models. In these states, the district's request a waiver from outdated state policies and regulations that communities have identified as a barrier to high-quality student learning. Louisiana, however, does not have this process for districts in place. Our staff believes that this fact should not be a deterrent for providing our departments, schools, and teachers with a system that fosters emergence, thus creating an environment in which the CPSB system truly delivers A WORLD CLASS EDUCATION! Our staff acknowledges that there are non-negotiables that must be adhered to and we are not encouraging non-compliance regarding state regulations and law. But, what we are recommending is that our departments, schools, and classrooms be allowed to request waivers from the local Board and from school administrators where applicable. In essence, we believe if we can FLEX certain inhibitors, we can create zones of experimentation, leading to new approaches to engage our students and increase performance! In instances where a policy is not a deterrent, and only the limitation of our own imagination, we are recommending a venue such as committee meetings and full school board meetings to recognize our gifted and talented minds in our workforce who take ownership of the pursuit of delivering a World Class Education.

A motion was made by Mack Dellafosse and seconded by Eric Tarver to accept the concept of Departments, Schools, Classrooms of Innovation. The motion was voted on and passed.

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

Next, Dr. Shannon LaFargue presented **Department of Innovation – Curriculum and Instruction**. Pilot Program – Instructional devices for formative assessment.

Dr. LaFargue discussed the rationale of the need to use personal instructional devices to complete formative assessments in the classroom. The board members participated in an activity, so they could see how the process would work.

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A motion was made by Damon Hardesty and seconded by Eric Tarver to accept Department of Innovation – Curriculum and Instruction - Instructional devices for formative assessment. The motion was voted on and passed.

Then, Dr. Shannon LaFargue presented **Department of Innovation**. Curriculum and Instruction and Technology Department: STREAMing Marketplace.

Kim Leblanc and Lisa Mullett from the Technology Department demonstrated how the Marketplace of videos would be beneficial to all educational stakeholders in the district.

A motion was made by Eric Tarver and seconded by Damon Hardesty to accept Department of Innovation – STREAMing Marketplace. The motion was voted on and passed.

Next agenda item presented was **Department of Innovation and School of Innovation** – Library Services and Sam Houston High School.

Beth Ferguson discussed the rationale of placing QR codes in school so that students can access crisis ebooks.

A motion was made by Eric Tarver and seconded by Ron Hayes to accept Department of Innovation and School of Innovation – Library Services and Sam Houston High School. The motion was voted on and passed.

Next agenda item presented was **Classroom of Innovation** – Lori Benoit – Gifted ELA Classroom of Innovation – Socratic Circle and use of Personal Instructional device.

Lori Benoit showed the board how students can use their personal instructional device to perform the Socratic Circle Activity in class.

A motion was made by Ron Hayes and seconded by Eric Tarver to accept Classroom of Innovation – Socratic Circles & Instructional Devices. The motion was voted on and passed.

Then, Dr. Shannon LaFargue presented **Classroom of Innovation and School Innovation** – Leslie Gurley – AP Human Geography teacher at LCB/Sam Houston – Streamed to Starks High School.

Leslie Gurley discussed with the board how she is going to deliver instruction via Streaming video to Starks High School from her class that she is teaching at Sam Houston High School. Mr. Carey Smith discussed how this type of innovation will benefit his students at Starks.

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A motion was made by Eric Tarver and seconded by Alvin Smith to accept Classroom of Innovation and School Innovation – AP Human Geography Streamed. The motion was voted on and passed.

Next, Dr. Shannon LaFargue presented **Classroom of Innovation** – Leisha Anderpont – Gifted Math Flipped Classroom.

Leisha Anderpont showed the board how teachers use a “flipped” classroom approach to instruction.

A motion was made by Ron Hayes and seconded by Eric Tarver to accept Classroom of Innovation – Gifted Math Flipped Classroom. The motion was voted on and passed.

Next item presented was **Department of Innovation and School Innovation** – Special Services and Barbe High School.

A motion was made by Eric Traver and seconded by Dean Roberts to accept Department of Innovation and School Innovation -Special Services and Barbe High School. The motion was voted on and passed.

Then, Dr. Shannon LaFargue presented **Classroom of Innovation** – Keanna LeBlanc, Melinda Lemke, and Amber Lyons – F.K. White and S.J. Middle School.

Teachers showed the board how they use “Classkick” as a technological tool to supplement instruction in the class.

A motion was made by Eric Tarver and seconded by Alvin Smith to accept Classroom of Innovation - Classkick. The motion was voted on and passed.

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

Next item presented was **University Program** – Reevaluating the University Program at W-M.

Last year the board tabled discussion that the W-M University Program be discontinued and the existing students be allowed to attend the LaGrange University Program.

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The board set a recruitment quota of 30 students for the incoming 19-20 school year if the program at W-M were to remain open. Currently, there is only 1 candidate for the program and that candidate is only moderately qualified to attend the program based on program criteria. The current enrollment is inefficient regarding the delivery of instruction in meeting the needs of the most students with qualified personnel.

With the current numbers, staff is recommending that the W-M program be moved to LaGrange and the students at W-M be allowed to attend the LaGrange program, yet still be allowed to participate in extra-curricular activities at W-M.

A motion was made by Eric Tarver and seconded by Ron Hayes that the Washington-Marion program be moved to LaGrange and the students at Washington-Marion be allowed to attend the LaGrange program. They will still be allowed to participate in extra-curricular activities at Washington-Marion. The motion was voted on and passed.

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

Next item was **Zero Tolerance Policy Review**.

This item was for discussion only and did not require a vote.

There being no further business to discuss, Mrs. Ballard requested a motion to adjourn at 8:15 p.m. which was made by Eric Tarver and seconded by Mack Dellafosse.

TAKE APPROPRIATE ACTION

Mr. Hardesty read the following:

A. ITEP Application #20180275-ITE/Instrument and Valve Services Company

Instrument and Valve Services Company
ITEP Application #20180275-ITE

The ITE application cited above was filed by Instrument and Valve Services Company and sent for review and evaluation by staff. The project involves the construction of a facility to be used

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as a startup and repair service center for control and isolation valves including device inspection, upgrades, replacements, failure analysis, re-calibration, retrofits, health checks, electronics upgrades and firmware updates. The total investment of the project is estimated to be \$3,681,745 with the addition of 25 new jobs and the retention of 11 jobs. The Board of Commerce and Industry is recommending the maximum exemption of 80% for years 1-5 and 80% for years 6-10. It is the opinion of staff that the project creates sufficient economic impact through job creation and future tax collections that would justify granting an ITE. The application was filed under the post-Executive Order rules and only requires approval or denial from the Calcasieu Parish School Board.

Staff recommendation: After evaluation staff is recommending approval of the industrial tax exemption application #20180275-ITE and to notify the Louisiana Department of Economic Development.

On a motion to approve by Mr. Hayes and a second by Mr. Smith, the motion failed on a roll call vote of 6-5:

For: Mrs. Ballard, Mr. Bujard, Mr. Hayes, Mr. Hardesty, Mr. Castille

Against: Mr. Dellafosse, Mrs. Gay, Mr. Hardy, Mr. Natali, Mr. Smith, Mr. Wallace

B. Approval of Sales and Use Tax Collection and Administration Resolution

RESOLUTION

SALES AND USE TAX COLLECTION AND ADMINISTRATION

WHEREAS, the Article VII, Section 3 of the Louisiana Constitution provides that local sales and use taxes are to be collected by a single collector in each parish;

WHEREAS, Article VII, Section 3 also provides for the use of a parish commission or one of the local political subdivisions to serve as the single parish collector of local sales and use taxes;

WHEREAS, the authority to “collect” local sales and use taxes has been determined by the Courts to include the authority to administer the collection, including making decisions as to when to audit persons or businesses thought to be unlawfully evading taxation or, in some cases, collecting sales taxes on transactions and failing to fully remit them to the local collector;

WHEREAS, School Boards serve as the single parish collector of local sales and use taxes in over thirty (30) parishes;

WHEREAS, pre-filed in the 2019 Regular Session is HB 57, which proposes to amend the LA Constitution to allow the Legislature to repeal the authority of local governments to control the

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collection of local sales taxes and place that authority with the State, a concept often referred to as State Central Collection;

WHEREAS, State Central Collection would have the State taking possession of local tax revenues, withholding an administrative fee, then disbursing the balance down to the School Board or other local taxing authority;

WHEREAS, State Central Collection poses too great a risk that local education tax dollars will not be promptly disbursed or that the administrative fee withheld by the State may become a means of resolving State fiscal issues;

WHEREAS, repealing or diminishing the Constitutional authority for local collection of local sales and use taxes will impair the ability of those local collectors to perform the necessary function of auditing vendors to ensure compliance with the legal obligation to collect and remit local sales taxes;

WHEREAS, given the vital role that the proper, effective, and efficient collection of local sales and use taxes plays in the operation of school districts and the education of children, the Louisiana School Boards Association has always fought any efforts to repeal, reduce or constrain the authority of the local collector to collect local sales and use taxes, regardless of who has offered the proposal;

NOW THEREFORE, BE IT RESOLVED that the Calcasieu Parish School Board, by action of its duly elected governing authority, does hereby urge and request the Louisiana Legislature, and in particular the Legislative Delegation of Calcasieu Parish to oppose HB 57 and any other Legislative effort to reject any proposal to repeal or impair local sales and use taxes;

BE IT FURTHER RESOLVED, that the Calcasieu Parish School Board, by action of its duly elected governing authority, does hereby urge and request the Louisiana Legislature, and in particular the Legislative Delegation of Calcasieu Parish to reject any proposal that repeals, reduces or constrains the authority of the local collector to collect local sales and use taxes;

FINALLY, BE IT RESOLVED, that a copy of this Resolution be provided to each member of the Legislative Delegation of Calcasieu Parish, and the Governor of the State of Louisiana.

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

C. Approval of Service Agreement with City of Lake Charles/Summer Food Service Program (This item is available for viewing at 3310 Broad and is included in the archived Minutes.)

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

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D. Approval of Cooperative Agreement with LSU AgCenter/4-H Youth Development

On a motion to approve by Mr. Dellafosse and a second by Mr. Natali, the motion carried on a unanimous vote. (This item is available for viewing at 3310 Broad and is included in the archived Minutes.)

E. Approval of Employee Contract Renewals

2019 EXPIRATIONS

CONTRACTED EMPLOYEE PRINCIPALS	EXPIRATION DATE	LOCATION
Bell, Pam	7/31/2019	J.D. Clifton Elementary
Burkhead, Shauna	7/31/2019	Moss Bluff Elementary
Crick, Lee	7/31/2019	Sulphur High 9th
Fontenot, Kendall	7/31/2019	Moss Bluff Middle
Foolkes, Shannon	7/31/2019	Sam Houston High
Guerrero, Amanda	7/31/2019	DeQuincy Primary
Guillory, Martin	7/31/2019	Oak Park Middle
Harvey, Ronnie	7/31/2019	Washington-Marion High
LeBlanc, Michelle	7/31/2019	Frasch Elementary
Neal, Benny Craig	7/31/2019	DeQuincy High
O'Quain, Saberly	7/31/2019	Maplewood Middle
Phenice, Laura	7/31/2019	Dolby Elementary
Ruffin-Hardy, Sharon	7/31/2019	Barbe Elementary
Spann, Julee	7/31/2019	Brentwood Elementary
Thompson, Bobby Jack	7/31/2019	S. J. Welsh Middle
Treme, Gerald	7/31/2019	Westwood Elementary
VanMetre, Jason	7/31/2019	Westlake High
Young, Lori	7/31/2019	Vinton Elementary
Williams, Carla	7/31/2019	Vincent Settlement Elementary
ASSISTANT PRINCIPALS		
Askew, Kashia	7/31/2019	Gillis Elementary
Baldauf, Teresa	7/31/2019	St. John Elementary
Champagne, Paul	7/31/2019	Western Heights Elementary
Collins, Marlana	7/31/2019	St. John Elementary
Conner, Andrea	7/31/2019	Oak Park Elementary
Deshotel, Crystal	7/31/2019	Nelson Elementary
Dietz, Lisa	7/31/2019	Nelson Elementary

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Dietz, Lucas	7/31/2019	Iowa High
Durio, Brad	7/31/2019	S.J. Welsh Middle
Enright, Melissa	7/31/2019	LaGrange High
Foreman, Mary	7/31/2019	Moss Bluff Middle
Frank, Nancy	7/31/2019	Clifton Elementary
Gauthier, Greg	7/31/2019	Oak Park Middle
Giardina, William	7/31/2019	Sulphur High
Holder, Elizabeth	7/31/2019	Kennedy Elementary

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

F. Approval of Resolution Promulgating District 23 Election Results (This item moved to Item 4.B.)

G. Renewal of Contract with Johnson Controls/Years 4&5

On a motion to approve by Mr. Dellafosse and a second by Mr. Natali, the motion carried on a unanimous vote. (This item is available for viewing at 3310 Broad and is included in the archived Minutes.)

BID REPORTS

Mr. Hardesty read the following:

A. Bid #2020-01 – Janitorial Supplies/General Funds

BID 2020-01 – JANITORIAL SUPPLIES was opened on April 10, 2019 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

A+ CHEMICAL
ALL AMERICAN POLY
ECONOMICAL
SANITARY SUPPLY
UNIPAK

BID RESULTS AS FOLLOWS:

A+ CHEMICAL	\$109,626.00
ECONOMICAL	\$ 60,057.69
FORDION	<u>\$ 31,080.06</u>
TOTAL	\$200,763.75

May 14, 2019

THE STAFF RECOMMENDS AWARDING AS INDICATED ABOVE AT THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

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

B. Bid #2020-08 – Food & Supplies for 2019-2020 School Year/Food Services Department

BID 2020-08 – FOOD & SUPPLIES FOR 2019/2020 SCHOOL YEAR was opened on April 5, 2019 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

ALPHA FOODS
BIMBO BAKERIES
BORDEN DAIRY
CAPITOL CITY PRODUCE
DIAMOND FOODS
ECONOMICAL JANITORIAL
FLOWERS BAKING
GENERAL MILLS
GLOBAL FOODS
HOUSE OF QUALITY
KEVIN GUIDRY PRODUCE
LACASSAGNE'S
LAMM FOODS
NARDONE BROS
NATIONAL FOODS GROUP
OAK FARMS DAIRY
OASIS FOODS
SYSCO
PON FOODS
WILLIAM GEORGE

BID RESULTS AS FOLLOWS:

ALBIE	\$ 108,800.00
BIMBO BAKERIES	\$ 136,100.00
BORDEN DAIRY	\$ 772,800.00
DARLINGTON	\$ 18,900.00
DAXWELL	\$ 25,110.50
DIAMOND	\$ 725,733.75
ECONOMICAL	\$ 249,643.90
LACASSAGNE'S	\$ 140,091.16
LAMM FOODS	\$ 658,625.40
NARDONE BROS	\$ 21,375.00
NATIONAL FOODS	\$ 268,830.00
PON FOODS	\$ 541,757.37
SCHREIBNER	\$ 101,849.50
SCHWAN FOODS	\$ 129,412.50

May 14, 2019

SUPREME RICE	\$ 7,500.00
WILLIAM GEORGE	\$ 157,362.70
TOTAL	\$4,063,891.78

THE STAFF RECOMMENDS AWARDDING AS INDICATED ABOVE AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDERS.

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

C. Bid #2020-15 – Sprinkler System Inspections/General Funds

BID 2020-15 – SPRINKLER SYSTEM INSPECTIONS was opened on May 1, 2019 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

ACADIAN FIRE
IMS
MID SOUTH FIRE
S&S SPRINKLER
VALLEN

BID RESULTS AS FOLLOWS:

S&S SPRINKLER	\$27,664.00
VALLEN	\$15,000.00

THE STAFF RECOMMENDS AWARDDING VALLEN AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

D. Bid #2019-37 – Cafeteria Equipment/Kaufman, T.H. Watkins (School Food Services Funds); LaGrange (\$50 million allocation)

BID 2019-37 – CAFETERIA EQUIPMENT (Kaufman & TH Watkins SFS Funds, LaGrange \$50 Mil) was opened on May 7, 2019 @ 10AM

BIDS WERE SENT TO THE FOLLOWING:

ALACK REFRIGERATION
ASSOCIATED FOOD EQUIPMENT
LAFAYETTE RESTAURANT
NOLA RESTAURANT SUPPLY
SW BAR NEEDS

BID RESULTS AS FOLLOWS:

May 14, 2019

ASSOCIATED FOOD EQUIPMENT	\$66,073.70
GREAT LAKES EQUIPMENT	\$88,160.00
NOLA RESTAURANT	\$82,480.00
SW BAR NEEDS	\$76,646.85

THE STAFF RECOMMENDS AWARDDING ASSOCIATED FOOD EQUIPMENT AS INDICATED ABOVE AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

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

E. RENEWAL for Grass Cutting Services

GRASS CUTTING SERVICES – AK AFFORDABLE
TITAN SALES & SERVICE

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

F. RENEWAL for Pest Control Services

PEST CONTROL SERVICES – AK AFFORDABLE

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

G. Bid #2019-17PC – Ralph Wilson Elementary School/Phase 2/District #31 Bond Funds

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

DATE: April 30, 2019

DESCRIPTION:

Ralph Wilson Elem. School - Phase 2

FUNDS: SD # 31 Bond Funds

BID NUMBER: 2019-17PC

DESIGNER: Griggs, Mitchell and Associates

CONTRACTOR	BASE BID
Pat Williams Construction	\$287,000.00

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Comnet LLC	No Bid
Expert Maintenance & Construction Services	\$292,500.00
Central Auction House	

The Committee recommends award of the contract to:

Pat Williams Construction

(Base Bid) in the amount of: \$287,000.00

Two Hundred Eighty-Seven Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

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

H. Bid #2019-20PC – SJ Welsh Middle School/7th Grade Pod Renovations/\$50 million allocation

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

DATE: May 8, 2019

DESCRIPTION:

S J Welsh Middle School 7th Grade Pod Renovations

FUNDS: 2017-All Districts Capital Projects Fund

BID NUMBER: 2019-20PC

DESIGNER: RANDY M. GOODLOE, AIA, APAC

CONTRACTOR	BASE BID
Pat Williams Construction	\$113,000.00
Central Auction House	No Bid

The Committee recommends award of the contract to: Pat Williams Construction

(Base Bid) in the amount of: \$113000.00

One Hundred Thirteen Thousand Dollars & no/100

May 14, 2019

as the lowest qualified bidder meeting specifications.

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

I. Bid #2019-19PC – Barbe High School/Phase I Renovations to Restrooms/\$50 million allocation

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

DESCRIPTION: Phase 1- Restroom Renovations for AM Barbe High School

FUNDS: 2017 All Districts Capital Projects Fund

BID NUMBER: 2019-19Pc

DESIGNER: Randy M Goodloe AIA,
APAC

CONTRACTOR	BASE BID	ALT. #1
Perc Development , LLC	\$ 515,460.00	\$ 3,510.00
Pat Williams Construction	\$ 379,000.00	\$ 3,510.00
Central Auction House	No Bid	

The Committee recommends award of the contract to:

Pat Williams Construction

BASE BID AND ALTERNATE 1 & 2 IN THE AMOUNT

OF: \$ 382,510.00
Three Hundred Eighty- Two Thousand Five Hundred Ten dollars
and No/100

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATE:

(Deduct -Alternate Wall
Finish)

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

May 14, 2019

PERMISSION TO ADVERTISE

Mr. Hardesty read the following:

A. Pods Phase XI/Riverboat and \$50 million allocation

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

CORRESPONDENCE

Mr. Hardesty read the following:

A. Change Order Number Sixteen (16) for the Project #1715, "Classroom Pods – Phase X"; Champeaux, Evans, Hotard, APAC, Architect; Miller & Associates Dev. Co., Inc., Contractor; *Increase* of \$30,215.00 and *Increase* of twelve (12) days.

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

C. Change Order Number One (1) for the Project #2018-17PC, "Phase I Roofing Replacement/Washington Marion," District 31 Bond Funds; Ellender Architects & Associates, LLC, Designer; Rycars Construction, LLC, Contractor; *Increase* of \$3,929.00 and *Increase* of two hundred thirty-five (235) days.

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

CONDOLENCES/RECOGNITIONS

Mr. Hayes and Mr. Hardy asked for a letter of condolence to the family of Glen Hathaway at the loss of Mr. and Mrs. Hathaway.

Mr. Castille asked for a letter of condolence to Kathy Engel at the loss of her husband.

Mrs. Ballard reminded all Board Members about the upcoming Southern Region LSBA conference.

May 14, 2019

SCHEDULE COMMITTEES

Budget Committee.....Tuesday, May 28, 5:00 p.m.

C&I Committee.....Tuesday, May 28, 2019 (to follow)

ADJOURN MEETING

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Smith, the meeting adjourned at 6:50 p.m.

President

Secretary

STATE OF LOUISIANA

PARISH OF CALCASIEU

**LOCAL SERVICES AGREEMENT
BETWEEN
CITY OF LAKE CHARLES
AND
CALCASIEU PARISH SCHOOL BOARD**

This Local Services Agreement is entered into by and between the CITY OF LAKE CHARLES, a political subdivision of the State of Louisiana, hereinafter referred to as "CITY", acting through its duly authorized Mayor, Nicholas E. Hunter pursuant to Ordinances No. 18357 and No. 18358, and the CALCASIEU PARISH SCHOOL BOARD, hereinafter referred to as "SCHOOL BOARD", acting through its duly authorized President, Mr. Damon Hardesty, pursuant to Resolution dated _____, 2019.

WHEREAS, the CITY has agreed to sponsor a Summer Food Service Program; and

WHEREAS, the Food Service Program to be sponsored by the CITY will require the use of the kitchen and other food related facilities; and

WHEREAS, the SCHOOL BOARD wished to cooperate with the City in providing services for the Summer Food Service Program;

THEREFORE, the CITY and the SCHOOL BOARD do hereby contract and agree with each other as follows:

1.

The SCHOOL BOARD has agreed to allow the CITY'S Summer Food Service Program to use the kitchen facilities located at Fairview Elementary and Washington Marion High School, during the hours and dates necessary for the implementation of the Summer Food Service Program. The CITY will provide to the SCHOOL BOARD, prior to its use of the kitchens at Fairview Elementary School and Washington Marion High School, with a schedule of the dates and times when kitchen facilities will be needed for the Summer Food Service Program.

2.

The cost for any other services as requested in writing, agreed to by the parties, and incurred by reason of the use of these facilities for the Summer Food Service Program will be paid directly by the CITY upon the approval of submitted invoices.

3.

Managers and technicians currently working at Fairview Elementary School and Washington Marion High School will be given the first opportunity for employment in the Summer Food Service Program.

4.

The CITY further agrees to purchase surplus food items and to receive donated commodity food items from the SCHOOL BOARD.

5.

It is further stipulated and agreed that the CITY agrees to reimburse the SCHOOL BOARD for damages caused to equipment and facilities of the SCHOOL BOARD, and further protect, defend, indemnify and hold the SCHOOL BOARD, its agents, officers, employees and assigned, harmless from and against all claims, demands, or causes of action, whatsoever, and any liability, cost or expense (including, but not limited to, reasonable attorney's fees), without regard to cause or causes thereof or the fault (including but not limited to, the strict liability and/or absolute liability of any party or parties), arising out of or in any way connected with the CITY, its agents, offices, employees, and general public occupying and/or traveling on the property and surrounding grounds of the SCHOOL BOARD, it being the intent of this agreement that the CITY assumes responsibility for the condition of the premises, the surrounding grounds, and any vice or defect herein.

6.

The term for this agreement shall be for the period beginning May 31, 2019 and ending July 30, 2019.

7.

The CITY agrees, upon termination of its use of the kitchen facilities at Fairview Elementary School and Washington Marion High School, to return to the SCHOOL BOARD the kitchen facilities in as good of a condition as existed upon their initial use of the premises, normal wear and tear expected.

The SCHOOL BOARD agrees to cooperate with the CITY in providing staff for the CITY'S Summer Food Service Program, including but not limited to cafeteria managers and cooks. The managers and technicians of the schools being used should have first preference to the job due to the knowledge of the school and the equipment. All persons employed by the CITY pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in providing services under the Summer Food Service Program, employees of the CITY and not employees of the SCHOOL BOARD, for purposes of Worker's Compensation laws and other laws, actions or any matters whatsoever related to such employment.

THUS DONE AND SIGNED in duplicate originals on this ____ day of _____, 2019, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD

BY: _____

Damon Hardesty, PRESIDENT

THUS DONE AND SIGNED in duplicate originals on this 24 day of April, 2019, in Lake Charles, Parish of Calcasieu, Louisiana, and in the presence of the undersigned witnesses, after a due reading of the whole.

WITNESSES:

CITY OF LAKE CHARLES

BY: _____

Nicholas E. Hunter, MAYOR

Rocky A. Barfield
Rocky A. Barfield *RB*
Karen Hardy

APPROVED BY LEGAL DEPARTMENT CITY OF LAKE CHARLES	
Approval subject to signature, date and Initials below regarding ordinance approval.	
By:	<u>Corey L. Rubin</u>
Corey L. Rubin, Assistant City Attorney	
Date:	<u>04/23/2019</u>
<input checked="" type="checkbox"/>	Authorization ordinance attached.
<input type="checkbox"/>	No ordinance approval required.

**LSU AgCenter
And
Calcasieu Parish School Board**

**Cooperative Agreement to Support and Administer Louisiana Cooperative
Extension 4-H Youth Development**

Background:

The process of developing a well-educated citizenry involves use of formal and informal approaches by dedicated professionals. Congress in 1914 signified the national interest in assuring that informal educational opportunities needed to emanate from the knowledge generating process of the Land Grant College System by passing the Smith-Lever Act. This Act created the Cooperative Extension Service System that links Land Grant Campus Partnership of the United States Department of Agriculture, the Louisiana State University AgCenter and local government. Police Juries, Parish Commissions and School Boards are the critical third partner for effectively identifying, developing and delivering Cooperative Extension Programs. Educational needs and delivery mechanisms clearly have dynamic aspects that challenge the federal, state and local partners to work effectively in order to meet community needs. This Cooperative Agreement between the LSU AgCenter and local government acknowledges the value to clientele of all partners having a uniform understanding for programming support.

Partnership Philosophy:

- The long standing presence of Louisiana Cooperative Extension Service (LCES) faculty in the parish has established invaluable ties to the local clientele and government.
- That educational programming offered is most valued when developed in concert with local and area needs as expressed through the advisory committee process.
- That LSU AgCenter faculty on campus is an essential supplement to the technical capabilities of local LCES faculty.
- LCES faculty is to attain at a minimum, a Master's Degree and to receive additional technical training opportunities in order to provide local clientele with enhanced information and educational programs.
- LCES faculty in parish offices may develop and deliver specialized programming of importance to surrounding parishes.
- Federal, state and local financial support is necessary to meet the needs of the community as identified by local committees.

The LSU AgCenter Agrees:

1. The LSU AgCenter working in the LCES format will deliver needs based, focused 4-H Youth Development Programs.
2. That competent faculty and support personnel will be recruited and placed in parish offices on LSU AgCenter appointments by following LSU AgCenter Human Resources Office procedures.
3. Faculty is to be afforded training and professional improvement opportunities to assure the parish has the best technical resources available.
4. Faculty in parish offices will be supervised and evaluated by the appropriate unit leader pursuant to the LSU AgCenter's employee policies.
5. To provide the School Board with oral and written reports from the parish chair and 4-H faculty on a mutually agreed schedule but at least annually.
6. Faculty in the parish will adhere to the Policy Statements and Presidential Memoranda issued by the LSU Campus and AgCenter.
7. To evaluate the need for specialized office and program delivery equipment above that is provided by the parish.
8. To establish mutually beneficial billing procedures for collection of financial support for 4-H faculty.

The School Board Agrees:

1. To provide access to schools and the students for delivery of 4-H Programs.
2. Provide a minimum level of salary support plus associated fringe benefits of \$27,405 for local 4-H faculty members and pro-rate classified local staff affiliated with the LSU AgCenter. The Board also agrees to commit to continually work to increase local salary support for 4-H faculty members and pro-rata classified local staff affiliated with LSU AgCenter in the future in an effort to achieve and maintain overall local parish funding at a level of 20%.
3. That pay raises on the basis of merit and promotions as determined by procedures identified in AgCenter Policy Statements will be shared on the basis of the school board's percentage of annual salary support.
4. That with reference to faculty vacancies are due to resignation, retirement or new positions the LSU AgCenter's Office of Human Resource Management policies will be followed in the search for candidates. The LCES parish chair will assure that school board officials are well informed during the process.

Implementation:

This Cooperative Agreement between the Louisiana Cooperative Extension Service and Calcasieu Parish School Board is entered into in order to assure continued informal educational programming from the LSU AgCenter.

It shall be in effect for five (5) year period **July 1, 2019 to June 30, 2024**. The Cooperative Agreement will be renewed for subsequent periods after review by the School Board Superintendent and the Director of the Louisiana Cooperative Extension Service.

Approved:

Karl Bruchhaus
School Board President (Superintendent)

Date

Kurt M. Guidry
Regional Director, Southwest Region
LSU AgCenter

Date



OPERATION AND MAINTENANCE RENEWAL

05/02/2019

Karl Bruchhaus
CPSB-CENTRAL OFFICE
3310 BROAD ST.
LAKE CHARLES, LA 70601-2649

CPSB 2019 O&M – Option Years 4 & 5

Mr. Bruchhaus,



Thank you for being a loyal Johnson Controls Customer. We appreciate your business and look forward to continuing as your building technology services partner.

To make sure that your operation and your maintenance agreement continues without interruption, per our contract, we will renew your agreement for option years 4 and 5 effective 07/01/2019 to 06/30/2021. Option year 4 will be for the annual sum of \$2,985,805 and option year 5 will be for the annual sum of \$3,075,379, to be paid quarterly. We will continue to send your invoices to:

CALCASIEU PARISH SCHOOL BOARD
PAT COMEAUX
ACCTS PAYABLE, PO BOX 800,
LAKE CHARLES, LA, 70602

If we need a new requisition or purchase order to reference on your invoices, Please provide a copy of that document to us by 05/30/2019.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With your operation and maintenance agreement you have a solution that helps optimize your building's performance and provides dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
Johnson Controls

Michael LeJeune
Business Manager
18247 Petroleum Drive
Baton Rouge, LA 70809-6127
Phone: (337) 439-2991

Customer Signature: _____

Customer Name: _____

Customer Title: _____

PO/Requisition #: _____

Item 5. A.

Seniors with 13 Years of Perfect Attendance:

Myka Sha' Charles – Sulphur High

Gabriel James Davis – Sulphur High

Madalyn Grace Langley – DeQuincy High

Clint Edward Parr IV – Westlake High

Madison Nicole Seaford – Sulphur High

Sponsors and Presenters

Hoffos Devall Law Firm: Lee Hoffos and T-Claude Devall

Phillip 66: John LeBlanc

Stockwell Siebert Law Firm: Chuck O'Connor and Derek Hoffman

Billy Navarre: Keith LeLeux on their behalf

Item 5.B.

Carol Ezernack, Early Childhood Special Education Facilitator, is the 2019 winner of the Louisiana Council for Exceptional Children's Special Education Leadership of the Year Award. Her award was presented at our 38th Annual Super Conference Awards Ceremony on February 24th.

May 28, 2019

DATE, TIME, PLACE OF MEETING

ITEM 9.A.

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

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

ROLL CALL

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

Other Board Members present: Billy Breaux, Aaron Natali

AGENDA

1. 2018-2019 Budget Revisions

A. Revision #3 – General Fund

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

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

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

A. Revision #1 – Special Revenue Funds

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

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

May 28, 2019

2. 2019-2020 Proposed General Fund Budget

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

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

3. POD Project 10 Update

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

4. POD Project 11 Update

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

5. Extended Day Program Field & Payroll Reviews

5.A. School Audits

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

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

6. List of Grant Funded Employees

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

7. Property & Casualty Insurance Renewal

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

8. Announcement of Public Notice

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

May 28, 2019

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

ADJOURN MEETING

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

May 28, 2019

DATE, TIME, PLACE OF MEETING

Item 9.B.

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

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

ROLL CALL

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

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

AGENDA

1. Pupil Progression Plan

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

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

2. Amplify Science and Great Minds Pilot Project

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

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

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

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

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

ADJOURN MEETING

May 28, 2019

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

Item 10.A.

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

STATE OF LOUISIANA
PARISH OF CALCASIEU

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

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

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

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

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

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

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

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

1. Scope of Agreement

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

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

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

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

The SCHOOL BOARD agrees to cooperate with the PARISH in providing staff for the PROGRAM, including but not limited to, cafeteria managers and cooks. The PARISH and the SCHOOL BOARD agree that the managers and technicians currently working at these schools will be given the first opportunity for employment with the PROGRAM due to the knowledge of the school and the equipment. All persons employed by the PARISH pursuant to this agreement and in cooperation with the SCHOOL BOARD shall be, in providing services for the PROGRAM, employees of the PARISH and not direct employees of the SCHOOL BOARD. Notwithstanding the foregoing the parties hereto

recognize that Calcasieu Parish School Board is a statutory employer of the persons employed by the PARISH pursuant to this agreement, under the provisions of La. R.S. 23:1061, and the SCHOOL BOARD shall be deemed entitled to the exclusivity of remedy provisions of the Louisiana workers' compensation laws. This provision is included for the sole purpose of establishing a statutory employer relationship for purposes of the exclusivity of remedy provisions of the Louisiana workers' compensation laws and is not intended to create an employer/employee relationship for any other purpose. To the extent that SCHOOL BOARD pays workers' compensation benefits to persons employed by the PARISH pursuant to this agreement, then and in that event the PARISH shall defend, indemnify, and hold harmless the SCHOOL BOARD with respect thereto.

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

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

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

2. Term of Agreement

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

3. Payment Terms

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

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant

to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

4. Amendments and Assignments

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

5. Records and Audits

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

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

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

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

(a) Federally Required Contractual Provisions:

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

organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352, and

- (10) **Procurement of Recovered Materials** as required by 2 CFR Part 200.322 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

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

¹ Davis Bacon Act is not applicable to this agreement.

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

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

6. Liability, Indemnity and Insurance

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

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

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

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

7. Termination of Agreement and Dispute Resolution

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

8. Severability, Entire Agreement and Captions

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

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

9. No Authorship Presumptions

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

10. Address of Notices and Communications

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

Mr. Judd Bares, President
Calcasieu Parish Police Jury
P.O. Box 1583
Lake Charles, Louisiana 70602

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

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

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

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

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

WITNESSES:

CALCASIEU PARISH POLICE JURY:

Witness Signature

BY: _____
KEVIN WHITE, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

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

WITNESSES:

CALCASIEU PARISH SCHOOL BOARD:

Witness Signature

BY: _____
DAMON HARDESTY, PRESIDENT

Printed Witness Name

Witness Signature

Printed Witness Name

NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

Item 10.B.

The following resolution was offered by _____ and seconded by _____:

RESOLUTION

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

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended,
comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local Government
Environmental Facilities and Community Development Authority Act (the "Act"); and

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this _____ day of _____,
20__.

ATTEST:
Title:

Name:
Title:

CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true and correct copy of a Resolution adopted on _____, 20__ by the governing authority of _____, State of Louisiana, at a meeting thereof regularly convened and after proper notice thereof having been given, and I further certified that the same remains in full force and effect.

THUS DONE AND SIGNED, THIS _____ DAY OF _____, 20__.

Title:

APPOINTMENT OF DIRECTOR

I, _____, do hereby appoint _____, as a member of the Board of Directors of the Louisiana Local Government Environmental Facilities and Community Development Authority representing the _____.

Name:

Title:

Date: _____

RESOLUTION

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

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

BOND PROPOSITION

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

WHEREAS, pursuant to said resolution calling said special election, and the notice of said election, the Calcasieu Parish School Board as the governing authority (the "Governing Authority") of School District No. 31 of the Issuer, did on December 12, 2017, meet

in open session and canvass the returns of said election and did declare said election to have resulted in favor of said proposition;

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

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

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

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

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

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

and **NO/100** **DOLLARS**

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

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

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

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

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

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

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

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

"Bond Insurer" means Build America Mutual Assurance Company or BAM.

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

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

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

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

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

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

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

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

“Governing Authority” means the Calcasieu Parish School Board.

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

“Insured Obligations” shall mean the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Series 2019 Bonds” means the General Obligation Public School Improvement Bonds, Series 2019 of the Issuer, authorized by this Resolution, in the total aggregate principal amount of _____ and No/100 Dollars (\$_____).

“Tax Certificate” means the Issuer’s Tax Exemption Certificate and Agreement dated July _____, 2019.

SECTION 2. Authorization of Bonds; Maturities. In compliance with and under the authority of the provisions of Article VI, Section 33 and of the Constitution of the State of Louisiana of 1974, as amended, Subpart A, Part II, Chapter 4, Subtitle II of Title 39 of the

Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 501-517) and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:521), and constitutional and statutory authority supplemental thereto, and pursuant to proceedings regularly and legally taken by the Issuer, and a special election held within the Issuer on November 18, 2017, there was authorized the incurring of an indebtedness of Forty-Six Million and No/100 Dollars (\$46,000,000) for, and on behalf of and in the name of the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, which are works of public improvement, title to which school improvements shall be in the public, and to pay the costs of issuance of the Bonds including the premium for a bond insurance policy, and to represent said indebtedness this Governing Authority does hereby authorize issuance of an initial series of _____ and No/100 Dollars (\$_____) of General Obligation Public School Improvement Bonds, Series 2019, of the Issuer. The Bonds shall be in fully registered form, shall be dated July ____, 2019, shall be issued in the denomination of Five Thousand Dollars (\$5,000) each, or any integral multiple thereof within a single maturity, and shall be numbered consecutively from R-1 upward and shall mature in the years and in the principal amounts set out in the following schedule. The unpaid principal of the Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing March 1, 2020, at rates of interest listed below (using a year of 360 days comprised of twelve 30-day months), and maturing in the principal amounts as set out in the following schedule:

MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM	MATURITY DATE (March 1)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM
2020	____,000.00	_.000%	2032	____,000.00	_.000%
2021	____,000.00	_.000%	2033	____,000.00	_.000%
2022	____,000.00	_.000%	2034	____,000.00	_.000%
2023	____,000.00	_.500%	2035	____,000.00	_.000%
2024	____,000.00	_.000%	2036	____,000.00	_.000%
2025	____,000.00	_.500%	2037	____,000.00	_.000%
2026	____,000.00	_.000%	2038	____,000.00	_.000%

2027	____,000.00	____.000%	2039	____,000.00	____.000%
2028	____,000.00	____.000%			
2029	____,000.00	____.000%			
2030	____,000.00	____.000%			
2031	____,000.00	____.000%			

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

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

SECTION 3. Redemption Provisions. (A) *Optional Redemption.* The Bonds maturing March 1, 20____ and thereafter will be callable for redemption at the option of the Issuer in whole or in part at any time on or after March 1, 20____, and if less than a full maturity, then by lot within such maturity, at the redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(B) *Mandatory Sinking Fund Redemption.* The Bonds maturing March 1, 20____, shall be subject to mandatory sinking fund redemption on March 1 in the years and in the principal amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption:

Redemption Date	Principal
<u>(March 1)</u>	<u>Amount</u>
20__	____,000.00
20__	____,000.00
20__	____,000.00
20__	____,000.00
20__ *	____,000.00

*Final Maturity.

The Bonds maturing on March 1, 20____, shall be subject to mandatory sinking fund redemption on March 1 in the years and in the principal amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption:

Redemption Date	Principal
<u>(March 1)</u>	<u>Amount</u>
20__	____,000.00
20__	____,000.00
20__	____,000.00
20__ *	____,000.00

*Final Maturity.

The Bonds maturing March 1, 20____, shall be subject to mandatory sinking fund redemption on March 1 in the years and in the principal amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption:

Redemption Date	Principal
<u>(March 1)</u>	<u>Amount</u>
20__	____,000.00
20__	____,000.00
20__	____,000.00
20__ *	____,000.00

*Final Maturity.

The Bonds maturing March 1, 20____, shall be subject to mandatory sinking fund redemption on March 1 in the years and in the principal amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption:

Redemption Date (March 1)	Principal Amount
20__	____,000.00
20__	____,000.00
20__*	____,000.00

*Final Maturity.

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

If on any occasion less than all of the Bonds then outstanding shall be redeemed pursuant to the optional or scheduled mandatory redemption provisions described above, then the principal amount of the Bonds so redeemed shall be considered to have satisfied a portion of the mandatory sinking fund redemptions required by the table above. The principal amounts required by the table above shall be adjusted downward in the amount of principal redeemed in chronological order beginning on the mandatory sinking fund redemption date immediately succeeding the date of such optional or mandatory redemption.

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

SECTION 4. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for registration and for transfer of the Bonds (the "Bond Register"), as provided in this Resolution to be kept at the principal office of the Paying Agent, and the Paying Agent is hereby constituted and appointed the Registrar for the Bonds. The Bonds may be transferred, registered and assigned, at the expense of the Issuer, only upon the Bond Register upon surrender thereof at the principal office of the Paying Agent and by execution of the assignment form on the Bonds or by other instrument of transfer and assignment in such form as shall be satisfactory to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for such transferred and assigned Bonds within three (3) business days after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds must be in the principal amount denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent will be required to issue, register the transfer of or exchange any Bond during a period beginning (i) at the opening of business on the Record Date, or (ii) with respect to any Bond called for redemption prior to maturity during a period beginning at the opening of business fifteen (15) days before the date of mailing of a notice of redemption of such Bond and ending on the date of such redemption. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond and the Paying Agent shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, that the principal amount of outstanding Bonds of each maturity authenticated by the Paying Agent shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements, subject to the provisions of Section 18 hereof. The Issuer is authorized to prepare, and the

Paying Agent shall keep custody of, multiple Bond blanks executed by the Issuer for use in the transfer and exchange of Bonds.

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

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

(FACE OF BOND)

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

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

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CALCASIEU

REGISTERED

REGISTERED

\$ _____

DATED DATE	INTEREST RATE:	MATURITY DATE:	CUSIP:
July , 2019		March 1, 20	

REGISTERED OWNER:
PRINCIPAL AMOUNT

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

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

By: _____
Date of Authentication: _____

or registered assigns, on the maturity date set forth above, the principal amount set forth above, together with interest thereon from the date hereof, said interest payable semi-annually on March 1 and September 1 in each year, beginning March 1, 2020, at the interest rate per annum set forth above (using a year of 360 days comprised of twelve 30-day months) until said principal sum is

paid, unless this Bond has been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond upon maturity or redemption is payable in lawful money of the United States of America at the principal corporate trust office of Hancock Whitney Bank, located in the City of Baton Rouge, Louisiana (the Paying Agent/Registrar), or successor thereto, upon presentation and surrender hereof. Interest on this Bond is payable by check mailed on each interest payment date by the Paying Agent/Registrar to the registered owner (determined as of the first calendar day of the month in which an Interest Payment is due) at the address, as shown on the books of the Paying Agent/Registrar.

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

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

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

CALCASIEU PARISH SCHOOL BOARD

/s/ [facsimile]

SECRETARY

/s/ [facsimile]

PRESIDENT

(REVERSE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of an issue, the Bonds of which are all of like date, tenor and effect, except as to the number, maturity and rate of interest, aggregating in principal the sum of _____ AND NO/100 (\$ _____) DOLLARS; said Bonds to mature annually, authorized at an election held within the Issuer on November 18, 2017, and issued pursuant to a resolution adopted on June 11, 2019, by the Issuer (the “Bond Resolution”), under and by virtue of Article VI, Section 33 of the Constitution of 1974 of the State of Louisiana, Subpart A of Part II of Chapter 4, Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501-517) and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39: 521), and all other laws on the same subject matter, and pursuant to proceedings regularly and legally taken by the Issuer, for the purpose of acquiring and/or improving lands for building sites and playgrounds, purchasing, erecting, enlarging and/or improving school buildings and other school related facilities and necessary equipment and furnishings therefor, which are works of public improvement, and acquiring the necessary equipment and furnishings therefor, and other school related facilities within and for the District, and the costs of issuance thereof, including the premium for a bond insurance policy.

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

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

(A) *Optional Redemption.* The Bonds maturing March 1, 20____, and thereafter will be callable for redemption at the option of the Issuer in whole or in part at any time on or after March 1, 20____, and if less than a full maturity, then by lot within such maturity, at the redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(B) *Mandatory Sinking Fund Redemption.* The Bonds maturing March 1, 20____, shall be subject to mandatory sinking fund redemption on March 1 in the years and in the principal amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption:

Redemption Date	Principal
<u>(March 1)</u>	<u>Amount</u>
20__	____,000.00
20__	____,000.00
20__	____,000.00
20__	____,000.00
20__ *	____,000.00

*Final Maturity.

The Bonds maturing on March 1, 20____, shall be subject to mandatory sinking fund redemption on March 1 in the years and in the principal amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption:

Redemption Date	Principal
<u>(March 1)</u>	<u>Amount</u>
20__	____,000.00
20__	____,000.00
20__	____,000.00
20__ *	____,000.00

*Final Maturity.

The Bonds maturing March 1, 20____, shall be subject to mandatory sinking fund redemption on March 1 in the years and in the principal amounts set forth below at a

redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption:

Redemption Date (<u>March 1</u>)	Principal <u>Amount</u>
20__	____,000.00
20__	____,000.00
20__	____,000.00
20__ *	____,000.00

*Final Maturity.

The Bonds maturing March 1, 20____, shall be subject to mandatory sinking fund redemption on March 1 in the years and in the principal amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption:

Redemption Date (<u>March 1</u>)	Principal <u>Amount</u>
20__	____,000.00
20__	____,000.00
20__ *	____,000.00

*Final Maturity.

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

If on any occasion less than all of the Bonds then outstanding shall be redeemed pursuant to the optional or scheduled mandatory redemption provisions described above, then the principal amount of the Bonds so redeemed shall be considered to have satisfied a portion of the mandatory sinking fund redemptions required by the table above. The principal amounts required by the table above shall be adjusted downward in the amount of principal redeemed in chronological order beginning on the mandatory sinking fund redemption date immediately succeeding the date of such optional or mandatory redemption.

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

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

STATEMENT OF BOND INSURANCE

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

and remedies granted to the owners of the Bonds or the paying agent, registrar or similar agent for the benefit of such owners under the Bond Resolution, at law or in equity.

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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

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

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

Secretary

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

SECTION 8. Reserved.

SECTION 9. Pledge of Full Faith and Credit; Tax Levy. The Bonds shall constitute general obligations of the Issuer, and the full faith and credit of the Issuer is hereby pledged to the punctual payment of the Bonds in accordance with the authority of Article VI, Section 33 of the Constitution of the State of Louisiana of 1974, as amended, Subpart A, Part II, Chapter 4, Subtitle II and Section 521 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and constitutional and statutory authority supplemental thereto. The Issuer obligates itself and is bound under the terms and provisions of law and the election authorizing the Bonds to impose and collect annually in excess of all other taxes an ad valorem tax on all property subject to taxation within the territorial limits of the Issuer sufficient to pay principal of and interest on the Bonds falling due in each year, said tax to be levied and collected by the same officers, in the same manner and at the same time as other taxes are levied and collected within the territorial limits of the Issuer. The proceeds of such tax shall be devoted and applied to the payment of said interest and principal as such shall become due, and without further action on the part of the Governing Authority, the proper officer or officers are hereby authorized and directed, for the year 2019 and each year thereafter, to include in the annual levy of taxes upon, and to extend upon the assessment rolls against, all taxable property situated within the territorial limits of the Issuer, a sum sufficient to pay the principal of, premium, if any, and interest on the Bonds becoming due the ensuing year. The Issuer shall deposit the avails of said tax in the "Debt Service Fund" herein provided for. Principal or interest falling due at any time when the proceeds of said tax levy may not be available shall be paid from other funds of the Governing Authority, and such funds shall be reimbursed from the proceeds of said taxes when said taxes shall have been collected. The Issuer covenants and agrees with the Purchaser and the Owner of the Bonds that so long as any of the Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing tax levy, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Fund established in Section 10 to pay the principal of and interest on the Bonds.

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

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

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

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

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

only for the purposes for which the Bonds are being issued and for which the principal proceeds are hereby appropriated.

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

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

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

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

SECTION 14. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with issuance of the Bonds herein authorized and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

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

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

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

SECTION 17. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already cancelled, shall be promptly cancelled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and

delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 18. Mutilated, Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall, under the authority of Subpart A, Part II of Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Bonds. Any additional procedures set forth in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

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

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

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

issuance of the Bonds from proceeds of the Bonds deposited with the Paying Agent upon delivery and closing of sale of the Bonds.

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

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

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

SECTION 22. Printing and Delivery of Bonds. The Executive Officers of the Issuer are hereby empowered, authorized and directed to cause the necessary Bonds to be printed or lithographed, and they are hereby further empowered, authorized and directed to sign, execute

and seal all of the Bonds as herein provided, all in accordance with the provisions of law and this Resolution.

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

SECTION 24. Execution of Documents. The Executive Officers of the Issuer are hereby authorized and directed to accept, receive, execute, seal, attest and deliver the Preliminary Official Statement, the Official Statement, the Tax Certificate, the Agreement, the Continuing Disclosure Certificate (as defined herein), the Bond Purchase Agreement dated June 11, 2019, (the “Bond Purchase Agreement”), by and between the Issuer and the Underwriter, and any and all such documents, certificates, and other instruments as are required in connection with the authorization, issuance, and delivery of the Bonds, in such forms as are acceptable to Bond Counsel, or to take such further action as may be appropriate or required by law in connection with the authorization, issuance, and delivery of the Bonds. The acceptance, receipt, execution, seal, attestation, and deliverance of the Bond Purchase Agreement by the Executive Officers of the Issuer is hereby ratified in all respects.

SECTION 25. Publication. A copy of this Resolution shall be published immediately after its adoption in one (1) issue of the *American Press*, the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Resolution and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty

(30) days, no one shall have any right of action to contest the validity of the Bonds or the provisions of this Resolution, and the Bonds shall be conclusively presumed to be legal and no court shall thereafter have authority to inquire into such matters.

SECTION 26. Savings Clause. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but the Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date or dates of this Resolution and of the Bonds which validates or makes legal any provision of this Resolution or the Bonds which would not otherwise be valid or legal, shall be decreed to apply to this Resolution and to the Bonds.

SECTION 27. Reserved.

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

SECTION 29. Continuing Disclosure Certificate. The Issuer has authorized the execution and delivery of a Continuing Disclosure Certificate pursuant to Section (d)(2) of the Securities and Exchange Commission Rule 15c2-12 (the “Continuing Disclosure Certificate”). The Continuing Disclosure Certificate executed and delivered by the President and Secretary of the Governing Authority as heretofore authorized by resolution providing for the sale and delivery of the Bonds to the Purchaser is ratified, approved and confirmed. The Issuer, acting through the Governing Authority, hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the Issuer or the Governing Authority to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder. However, any Participating Underwriter, as defined in the Continuing Disclosure Certificate, or

any Bond Owner may take such actions under Louisiana law as may be necessary and appropriate, including seeking a mandatory injunction, writ of mandamus or other order or judgment for specific performance by court order to cause the Issuer and/or the Governing Authority to comply with its obligations under the Continuing Disclosure Certificate and this Section and the provisions of this Resolution heretofore adopted authorizing the Continuing Disclosure Certificate.

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

SECTION 31. Application of Bond Proceeds. In accordance with and pursuant to the provisions of Subpart A of Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Governing Authority of the Issuer is hereby confirmed as administrator of the funds of the Issuer, and is further charged with the responsibilities of investing the proceeds of the Bonds in accordance with the terms of this Resolution and the Letter of Investment Instructions which is annexed hereto as **Exhibit B**. The Superintendent of Public Schools for the Parish of Calcasieu, Louisiana, and Ex-officio Secretary of the Governing Authority shall signify his acceptance of the responsibilities set forth herein and within the Letter of Investment Instructions by his execution of the Letter of Investment Instructions.

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

The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Bonds at any future date.

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

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

SECTION 33. Provisions Applicable to the Bond Insurer.

[To Come]

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

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

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

[Remainder of this page intentionally left blank]

APPROVED AND ADOPTED this 11th day of June, 2019

/s/ Damon Hardesty
DAMON HARDESTY, President

ATTEST:

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

[S E A L]

EXHIBIT B

Form of Letter of Investment Instructions

July _____, 2019

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

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

Gentlemen:

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

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

1. Computation of Yield.

The term "yield" shall have the meaning set forth in Section 1.148-4(b) of the Arbitrage Regulations. The "yield" on a fixed yield issue is the discount rate that, when used in computing the present value as of the issue date of all the unconditionally payable payments of principal, interest, and fees for qualified guarantees on the issue and amounts reasonably

expected to be paid as fees for qualified guarantees on the issue, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of bonds of the issue as of the issue date. Yield on a fixed yield issue is computed as of the issue date and is not affected by subsequent unexpected events, except to the extent provided in the Arbitrage Regulations.

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

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

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

In accordance with Treasury Regulation §1.148-4(b)(3), the yield of the issue to the earliest call date of September 1, 2025, has been computed to be not less than _____%, taking into account the financial guaranty insurance premium.

2. Debt Service.

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

Any moneys derived from levy and collection of ad valorem taxes which are designated and used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds, and any amount received from investment of such moneys, will be depleted at least once each bond year, except for a reasonable carry-over amount not to exceed the greater of the earnings on such moneys for the immediately preceding bond year, or

one-twelfth (1/12) of the principal and interest payments on the issue for the immediately preceding bond year. Such moneys may be invested without regard to yield limitation.

For purposes of these instructions, "bond year" shall mean each 1-year period ending on July 1 in each year, beginning July _____, 2019, the date of issuance.

3. 2019 Project Fund.

The Bond Resolution establishes a 2019 Project Fund. For a temporary period until such time as the proceeds are used for the purpose for which the Bonds were issued, all or a portion of the amounts deposited in the 2019 Project Fund will be invested in nonpurpose investments which may produce a yield which is materially higher than the yield on the Bonds.

Moneys on deposit in the 2019 Project Fund, and investment earnings thereon, allocated to expenditures for capital projects, shall have a temporary period of 3 years from July _____, 2019,

as set forth in Section 1.148-2(3) of the Arbitrage Regulations. Such moneys may be invested without regard to yield limitation.

4. Rebate Requirement.

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

5. Miscellaneous.

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

Very truly yours,

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

By: _____
Joseph A. Delafield

Accepted: July _____, 2019

CALCASIEU PARISH SCHOOL BOARD

By _____

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

By _____

WILFRED BOURNE
Chief Financial Officer

Item 10.D.

RESOLUTION

A RESOLUTION AUTHORIZING THE CALCASIEU PARISH SCHOOL BOARD TO PROCEED WITH DEVELOPMENT OF REFUNDING OF CERTAIN OUTSTANDING BONDS OF SCHOOL DISTRICT NO. 30; AUTHORIZING ISSUANCE BY SCHOOL DISTRICT NO. 30 OF NOT EXCEEDING \$15,500,000 OF GENERAL OBLIGATION REFUNDING BONDS IN ONE OR MORE SERIES; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

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

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

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

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

SECTION 2. School District No. 30 of Calcasieu Parish, Louisiana is hereby authorized to proceed with refunding of the callable maturities of the Issuer's outstanding General Obligation Refunding Bonds, 2010 Series, dated August 16, 2010 on original issue, consisting of those bonds maturing February 15, 2021 through February 15, 2022; the Issuer's outstanding General Obligation Refunding Bonds, 2012 Series, dated March 29, 2012 on original issue, consisting of those bonds maturing February 15, 2020 through February 15, 2028; and the Issuer's outstanding General Obligation Refunding Bonds, 2012 Series A, dated November 20, 2012 on original issue, consisting of those bonds

maturing February 15, 2024 through February 2029, inclusive, involving the proposed issuance by School District No. 30 of not exceeding \$15,500,000 General Obligation Refunding Bonds, Series 2019, taxable or tax-exempt, in one or more series, to mature not later than February 15, 2029, at a rate or rates not exceeding 4.5% per annum.

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

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

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

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

SECTION 6. The employment of Stifel, Nicolaus & Company, Incorporated, as Underwriter or Placement Agent in connection with the Bonds is hereby approved. The compensation of

the Underwriter shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Issuer and the Louisiana State Bond Commission.

SECTION 7. The employment of Government Consultants, Inc., Baton Rouge, Louisiana, as Municipal Advisor in connection with the Bonds is hereby approved. The compensation of the Municipal Advisor shall be payable from the proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

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

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

/s/ Damon Hardesty
DAMON HARDESTY, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

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

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

/s/ Damon Hardesty
DAMON HARDESTY, President

/s/ Karl Bruchhaus
KARL BRUCHHAUS, Secretary

BID REPORT

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

DATE: 4-Jun-19

DESCRIPTION: Resurfacing of Football Turf At Westlake High School

FUNDS: 2017-All Districts Capital Projects

BID NUMBER: 2019-22PC

DESIGNER: King Architects, Inc.

CONTRACTOR	BASE BID

The Committee recommends award of the contract to:

BASE BID IN THE AMOUNT OF:

_____ as the lowest qualified bidder meeting specifications.

BID REPORT

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

DATE: June 11, 2019

DESCRIPTION: Classroom Pods Phase 11

FUNDS: Riverboat & 50 Million Capital Project Fund Allocation

BID NUMBER: 2019-06PC

DESIGNER: Champeaux, Evans, Hotard APAC

CONTRACTOR	BASE BID

The Committee recommends award of the contract to:

BASE BID IN THE AMOUNT OF:

_____ as the lowest qualified bidder meeting specifications.

BID REPORT

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

DATE: June 6, 2019

DESCRIPTION: St. John Elementary School - New Gymnasium

FUNDS: 50 Million Funds

BID NUMBER: 2019-21PC

DESIGNER: Moss Architect Inc.

CONTRACTOR	BASE BID

The Committee recommends award of the contract to:

BASE BID IN THE AMOUNT OF:

_____ as the lowest qualified bidder meeting specifications.

Item 11. D.

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

BIDS WERE SENT TO THE FOLLOWING:

JUICE THYME
MAIN SQUEEZE
PLANET NUTRITION
PURE PRESS JUICE
SMOOTHIE KING

BID RESULTS AS FOLLOWS:

SMOOTHIE KING	\$3.05 EA
---------------	-----------

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

Item 12. A.

REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

Description:

Ralph Wilson Elementary - Phase 3 Interior Improvements

Funds: School District # 31 Bond Funds

Designer:

Griggs, Mitchell & Assoc. Architecture LLC

Advertise: to be determined

Karl Bruchhaus, Secretary
Calcasieu Parish School Board

Cc: Bourne, Heath, Corbello

Item 12. B.

PERMISSION TO ADVERTISE:

**AUTOMATIC TEMPERATURE MONITORING SYSTEM
SCHOOL FOOD SERVICES**

RECOMMENDATION OF ACCEPTANCE

Dated: **June 4, 2019**

Project No.: **Calcasieu Parish School Board - Project No. 2018-08PC
Peridian Engineering Services - Project No. 18056**

Project Name: **Calcasieu Parish School Board
Prien Lake Elementary Drainage**

Engineer: **Peridian Engineering Services
4310 Ryan St. Suite 116
Lake Charles, LA 70605**

Contractor: **D & G Construction
520 N. Hazel St.
Sulphur, LA 70663**

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

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

Date of Acceptance by Engineer: **June 04, 2019**

Contract Date of Completion: **June 01, 2019**

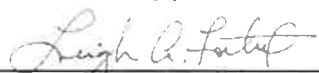
Number of Days **Overrun / Underrun: 0 days**

Liquidated Damages Per Day Stipulated in Contract: **\$250.00**

Value of Punch List (Itemized List Attached): **\$1,300.00**

Was Part of the Project Occupied Prior To Acceptance: **Yes** ☒ **No**

Portion Occupied: **Not Applicable**

Accepted: 
Peridian Engineering Services

For Use By Owner:

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

Peridian Engineering Services LLC
PO Box 3505, Sulphur, LA 70664-3505
tjordan@peservices.us
Tel. 337.602.6097
www.peservices.us



June 4, 2019

Prich Lake Elementary School
Drainage Improvements
Lake Charles, LA
CPSB Project No. 2018-08PC
PES Project No. 18056

The following items are items to be completed or corrected and are tentative to project completion. This work shall be complete within 10 days of substantial completion and are required for the completion:

1. Contractor to install 6' chain link fence with (2) 12' wide swing gates for construction access (RE: Drawing C-1, Specification for Fencing Details)

Sincerely,

Leigh A. Fontenot, P.E.
Principal Engineer
Peridian Engineering Services, LLC

CHANGE ORDER**Item 13. B.**Change Order No: OneDate: May 7, 2019Project: Combre-Fondel Elementary
Improvements - Phase IIProject No: MA1709A Bid No.: 2019-01PCTo: Calcasieu Parish School BoardYou are directed to make the following change in this contract:
(Attach itemized breakdown)The Original Contract Sum \$2,351,300.00Net Change by Previous Change Orders \$0.00Contract Sum Prior to this Change Order \$2,351,300.00Contract Sum will be increased by this Change Order: \$107,942.84New Contract Sum including this Change Order \$2,459,242.84Contract Time will be increased by this Change Order: 34 DaysRevised Contract Completion Date February 8, 2019**RECOMMENDED**Moss Architects, Inc.
(Designer)3221 Ryan Street, Ste B
Lake Charles, LA 70601By: Date: 5/7/19**ACCEPTED**John D. Myers & Associates
(Contractor)3613 Ryan Street
Lake Charles, LA 70605By: Date: 5-8-19**APPROVED**Calcasieu Parish School Board
(Owner)3310 Broad Street
Lake Charles, LA 70615

By: _____

Date: _____

PROPOSED CHANGE ORDER ITEMS

Date: May 7, 2019

Project: Combre-Fondel Elementary
Improvements - Phase II

Project #: MA1709A

Change Order #: One

1) Install & remove wood mat pipeline crossing as
per pipeline companies requirements at Right of
Way

Add: \$12,730.73

2) Restroom Renovations as per sheet A-1 dated
April 2019 as requested by School Board

Add: \$95,212.11

3) Additional time extension due to dealing with
pipeline companies, advise weather and
additional scope of work.

Add: 34 Days

Total Amount Added This Change Order: \$107,942.84

Total Days Added This Change Order: 34

RECOMMENDATION OF ACCEPTANCE

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

DATE: 3/22/2019

PROJECT NO: 010418

PROJECT NAME: Ralph Wilson Roofing Replacement, 1400 Opelousas Street,
Lake Charles, LA 70601

DESIGNER: Griggs Mitchell and Assoc. Architecture, LLC, 949 Ryan Street, Lake Charles, LA 70601

CONTRACTOR: Daughdrill General Contracting & Roofing Company Inc.
303 Mims Road, Westlake, LA 70669

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

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

DATE OF ACCEPTANCE: 3/22/2019

CONTRACT DATE OF COMPLETION: 3/22/2019

NUMBER OF DAYS: (Overrun) (Underrun) (As of Acceptance Date): 0

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACTS: \$ 500.00

VALUE OF PUNCH LIST: (Attach Itemized List) \$ 2,950.00

Was part of project occupied prior to Acceptance: Yes

PORION OCCUPIED: Attach Beneficial Occupancy Forms

Signed: 

ARCHITECT

For Use of Owner

I concur in the Acceptance of this project:

Signed: _____

OWNER

Recommendation of Acceptance

RECOMMENDATION OF ACCEPTANCE

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

DATE: 3/22/2019

PROJECT NO: 010318

PROJECT NAME: Pearl Watson Roofing Replacement, 1300 Fifth Street,
Lake Charles, LA 70601

DESIGNER: Griggs Mitchell and Assoc. Architecture, LLC, 949 Ryan Street, Lake Charles, LA 70601

CONTRACTOR: Roofing Solutions, LLC
37302 Commerce Lane, Prairieville, LA 70769

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

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

DATE OF ACCEPTANCE: 3/22/2019

CONTRACT DATE OF COMPLETION: 3/22/2019

NUMBER OF DAYS: (Overrun) (Underrun) (As of Acceptance Date): 0

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACTS: \$ 500.00

VALUE OF PUNCH LIST: (Attach Itemized List) \$ 22,000.00

Was part of project occupied prior to Acceptance: Yes

PORION OCCUPIED: Attach Beneficial Occupancy Forms

Signed:



ARCHITECT

For Use of Owner

I concur in the Acceptance of this project:

Signed:

OWNER

Recommendation of Acceptance

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
RESIGNATION				
Tina LeBlanc	Paraprofessional	Prien Lake Elementary	05/24/19	Relocating
Teresa Spell	Teacher	T.H. Watkins Elementary	07/15/19	Relocating
Carlos Manuel	Custodian	Dolby Elementary	05/08/19	Accepted other employment
Angela Kiser	Technology Facilitator	Technology Department	06/28/19	Spouse transferred
Sybil Jean	Paraprofessional	J.J. Johnson Elementary	05/24/19	Personal
Samantha Goodwin	Tutor	Starks High	05/24/19	Personal
Sharonda Narcisse	Paraprofessional	Molo Middle	05/24/19	Relocating
Bruno Pepper	Teacher	Prien Lake Elementary	05/24/19	Relocating
Marine LaCrosse	Teacher	Prien Lake Elementary	05/24/19	Relocating
Romuald Caumont	Teacher	Gillis Elementary	05/24/19	Relocating
Rocio Garcia	Teacher	Oak Park Elementary	05/24/19	Relocating
Cecile Caumont	Teacher	Gillis Elementary	05/24/19	Relocating
Natalia Perez	Teacher	Oak Park Elementary	05/24/19	Relocating
Elena Lascorz	Teacher	Frasch Elementary	05/24/19	Relocating
Benjamin Godel	Teacher	Prien Lake Elementary	05/24/19	Relocating
Joaquin Diaz	Teacher	Oak Park Elementary	05/24/19	Relocating
Jesus Diaz	Teacher	Barbe Elementary	05/24/19	Relocating
Aida Cuevas	Teacher	Oak Park Elementary	05/24/19	Relocating
Antonio Boveda	Teacher	Oak Park Elementary	05/24/19	Relocating
Leslie Crain	Teacher	S.J. Welsh Middle	05/24/19	Accepted employment in another district

Ashley Miers	Paraprofessional	S.J. Welsh Middle	05/09/19	Personal
Ellen Ellzey	Teacher	Sulphur High 9th	05/24/19	Personal
Nick Gorman	Teacher	Iowa High	06/18/19	Relocating
Sherry Mason	Cafeteria Technician	Maplewood Middle	05/24/19	Accepted other employment
Angela Twidwell	Teacher	Fairview Elementary	05/24/19	Relocating
Ashley Johnson	Teacher	Brentwood Elementary	05/24/19	Relocating
Sheree Copeland	Clerk	DeQuincy High	05/24/19	Accepted other employment within the parish
Laura Corman	Teacher	Henry Heights Elementary	05/24/19	Accepted other employment
Brittani Stine	Teacher	Nelson Elementary	05/24/19	Accepted employment in another district
Dowd Douglas	Teacher	S.J. Welsh Middle	05/24/19	Relocating
Joshua Farquhar	Teacher	S.J. Welsh Middle	05/24/19	Relocating
Dayne Reeves	Custodian	Vinton Middle	05/24/19	Personal
Erica Dearien	Teacher	Sulphur High	05/24/19	Accepted employment in another district
Lanie Landry	Teacher	Sulphur High	05/24/19	Accepted employment in another district
Adam Vige	Teacher	LeBlanc Middle	05/24/19	Relocating
Kim Dufrene	Clerk	Moss Bluff Middle	05/24/19	Personal
Veronica Hardwell	Cafeteria Technician	Pearl Watson Elementary	05/24/19	Personal
Patty Scott	Cafeteria Technician	LeBlanc Middle	05/24/19	Relocating
Amber Green	Teacher	Kaufman Elementary	05/24/19	Spouse transferred
Shelley Brown	Teacher	Kaufman Elementary	05/24/19	Spouse transferred
Sasha Sanders	Teacher	Fairview Elementary	05/24/19	Relocating
Elizabeth Douglas	Teacher	S.J. Welsh Middle	05/24/19	Relocating

RETIRE REHIRE RESIGNATION				
Gwendolyn Fontenot	Program Facilitator	Special Services	06/18/19	
Katherine Morris	Teacher	F.K. White Middle	05/24/19	
Connie Jacobs	Cafeteria Manager	Ralph Wilson Elementary	05/24/19	
Margaret Cleland	Speech Evaluator	Pupil Appraisal	06/17/19	
Bruce Hal, Sr.	Teacher	LaGrange High	05/29/19	Waive Act 715
Daisy Cole	Teacher	Fairview Elementary	6/31/19	
RESCIND RETIREMENT				
Christine Blalock	Counselor	Prien Lake Elementary	06/01/19	
RETIREMENT				
Sue Pickett	Teacher	W.W. Lewis Middle	07/31/19	
Orlando Calderon	Teacher	Barbe High	06/18/19	
Evelyn Predium	Bus Driver	Pearl Watson Elementary	05/24/19	
Elizabeth Guidry	Teacher	S.J. Welsh Middle	05/24/19	
Ronald Thomas	Carpenter	Maintenance	06/28/19	
Kathleen Muller	Teacher	Head Start	07/31/19	
Carolyn LeBleu	Teacher	Barbe High	05/29/19	
MATERNITY LEAVE			Due Date:	
Melanie Lee	Paraprofessional	F.K. White Middle	9/9/19 - 11/18/19	9/9/19 [D]
Sara Theard	Teacher	LeBleu Settlement Elementary	8/6/19 - 11/4/19	7/29/19 [B]
Jennafer Gautreaux	Social Worker	Pupil Appraisal	8/6/19 - 1/6/20	7/17/19 [B]
Amy Stewart	Teacher	College Oaks Elementary	7/25/19 - 9/23/19	7/25/19 [A]

Sydney Hooper	Teacher	Oak Park Elementary	8/13/19 - 8/30/19	7/18/19 [A]
LEAVE WITHOUT PAY				
Merissa Simonet	Cafeteria Technician	Brenda Hunter	05/23/19	Rescind LWOP RTW 5/23/19
Brandy Valentine	School Nurse	Nursing Department	8/19/19 - 1/16/20	
Charles Stickell	Teacher	Washington-Marion High	8/5/19 - 12/20/19	
Max Adame	Teacher	Iowa High	8/6/19 - 10/16/19	
Samantha LeBert	Custodian	Kaufman Elementary	6/5/19 - 9/1/19	

APPROVED 6/3/2019

