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, December 8, 2020

- 1. Prayer and Pledge of Allegiance-Billy Breaux
- 2. Roll Call
- 3. Approval of Minutes
 - **A.** November 10, 2020
- 4. Presentations

(None)

- 5. Superintendent's Report
- 6. Executive Session (None)
- 7. Take Appropriate Action on Executive Session (None)
- 8. Take Appropriate Action
 - A. Election of CPSB Officers for 2021
 - **B.** Consideration of ITEP approval for Etheredge Electric Co., LLC.
 - C. Approval of 2020-2021 Pupil Progression Plan (Posted on www.cpsb.org)
 - **D.** Approval of revised 2020-2021 School Calendar
 - E. Online Academic Technology Product Review
 - **F.** Approval of Resolution Approving One-Time Sales Tax Supplement for Active Employees
- 9. Bid Reports (None)
- 10. Permission to Advertise (None)

11. Correspondence

- A. Change Order Number Four (4) for the Project, "Phase 2- New two story classroom wing, restroom renovations, new hydronic piping Washington Marion High School," Bond 31 Funds; Ellender Architects & Associates, LLC., Designer; Pat Williams construction, LLC., Contractor; *Decrease* of \$6,784.50 and *Increase* of twenty six (26) days.
- **B**. Change Order Number Eight (8) for the project, "Sam Houston High School new gymnasium and band building," Sales Tax District 3 Bond Funds; Champeaux, Evans, Hotard, APAC, Architect; Pat Williams Construction, LLC., Contractor; *Increase* of one hundred and fifty six (156) days.
- C. Change Order Number One (1) for the Project, "DeQuincy Weight Training Classroom," Capital Projects Funds; Duhon & Pleasant Consulting Engineers, LLC, Designer: K&J Development of SWLA, LLC, Contractor; *Increase* of fortynine (49) days.
- **D**. Change Order Number Two (2) for the Project, "Phase I- Exterior Upgrades, Washington-Marion High School," District 31 Bond Funds; Ellender Architects & Associates, LLC., Designer; PERC Development, LLC., Contractor; *Increase* of one hundred and fifty three (153) days.
- 12. Condolence/Recognition
- 13. Schedule Committees
- 14. Adjourn Meeting

DATE, TIME, PLACE OF MEETING

The Calcasieu Parish School Board meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, November 10, 2020, at 5:00 p.m.

The meeting was called to order by Dean Roberts, President. The prayer and pledge were led by Mr. Smith.

ROLL CALL

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

Absent: Fred Hardy

APPROVAL OF MINUTES/BOND AND FINANCING ITEM

A. October 13, 2020

Mr. Dellafosse offered a motion to approve the Minutes of October 13, 2020. Mr. Tarver seconded the motion; the motion carried on a unanimous vote.

B. Bond Resolution for Financing not to exceed \$100,000,000 for the purpose of financing damage repairs from Hurricanes Laura and Delta/Attorney Jay Delafield

On a motion by Mr. Dellafosse and a second by Mr. Breaux, the resolution passed on a unanimous vote. This item is available at the end of this document and was published in the Lake Charles American Press on November 27, 2020.

PRESENTATIONS

A. Calcasieu 4-H Report/Carrie Lane, 4-H Extension Agent/Chloe Litteral, Sam Houston High School

SUPERINTENDENT'S REPORT

- 1. There is no Head Start report due to the storms and no information to report. Current reports should be available at our next board meeting.
- 2. You received your population report in your packet, with the most current information as of October 31, 2020.

3. I would like to report our October 2020, sales tax numbers for our general fund which show

collections at \$773,915 or 6.3% above budget for the 4th month of the 2020-2021 school year.

• Collections are \$357,024 or 2.7% below collections for the same month last year.

• Collections after four months of 2020-2021 are \$2,722,982 or 5.5% below budget and

\$7,897,317 or 14.4% below the same period last year.

4. In your packet you should have found the annual questionnaire from our auditors. Please turn

that in before you leave tonight or if you need another copy we have some here and you can

complete before leaving.

5. School openings: DeQuincy High School, Vincent Settlement Elementary, CPAS East. Our

student count continues to increase and though the system shows 2500 short of last year, the

reality is different. Connected Classrooms had 8000 students on August 24 and 5135 on

November 6.

6. Architects are doing assessments:

All due on November 13

• Some small projects will be completed during the Christmas holidays

• All work has to be bid or quoted, even supply replacement.

TAKE APPROPRIATE ACTION

Mr. Roberts read the following:

A. Approval of CPSB Head Start Program Grant

Grant Title: Calcasieu Parish School Board (CPSB) Head Start Program

Grant Source: Federal

Grant Amount: \$562,756.00

School: Beauregard Head Start

Person Applying: Michelle L. Joubert – Early Childhood Director

Purpose: The Head Start Program provides an integrated approach of early childhood care and education that includes comprehensive services to seventy-four (74) children ages 3 and 4. It is designed to focus on providing early literacy and mathematical skills necessary for children to become kindergarten ready. The program promotes school readiness by enhancing social and cognitive development of children by providing health, nutritional, social and other services. CPSB School Readiness Goals are aligned with the Head Start Childhood Development and Early Learning Framework and the Louisiana Birth to 5 Early Learning and Development Standards. Research-based assessment methods are being used to support teacher-child interactions and children's progress towards the school readiness goals. Head Start program also includes engaging parents, families and communities in their child's learning.

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

B. Consideration of return to 5 days for grades 7-12

Blue Card to address the Board: Kelli Cooley

A motion was made by Mr. Tarver and seconded by Mr. Dellafosse. There was much discussion. Mr. Castille offered a substitute motion, seconded by Mr. Wallace, to wait until after the first of the year to return to 5 days face to face. On a roll call vote, the substitute motion failed on a 10-4 vote.

<u>For:</u> Billy Breaux, Russell Castille, Glenda Gay, Desmond Wallace <u>Against</u>: Annette Ballard, Bliss Bujard, Mack Dellafosse, John Duhon, Damon Hardesty, Aaron Natali, Dean Roberts, Alvin smith, Eric Garver, Mark Young

The original motion passed on a roll call vote with a 13-0 vote; Mrs. Gay abstained.

<u>For:</u> Annette Ballard, Billy Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Damon Hardesty, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace, Mark Young. No one voted <u>Against.</u>

C. Approval to begin negotiations for the purchase of land adjacent to Molo Middle School/Riverboat Funds

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

D. Approval of revised 2020-2021 School Calendar

Reporting Days Students' First Day......8/24 Students' Last Day......5/27

Holidays/In-services

Nine Week Periods

1st	10/23
2nd	1/15
3rd	3/25
4th	

State Testing**

LEAP ELA/Math/Sci. (3-8) TBA	
EOC Fall CBTTBA	
EOC Spring CBTTBA	
ACT PBTTBA	
LEAP Connect/LAATBA	

Calendar Code



REVISED—Laura/Delta 2020-21 District Calendar Calcasieu Parish School Board Karl Bruchhaus, Superintendent

2020-21 District Calendar

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Blue cards to address the Board:

Kelli Cooley Kathleen Smith Vanessa DeVille Vicky Johnston, CAE Ashley Fletcher

Mr. Dellafosse offered a motion to approve the staff recommended calendar. Mr. Hardesty seconded the motion. Mr. Tarver offered a substitute motion, seconded by Mr. Hardesty, to add 15 minutes after each school day and drop the morning added minutes. Also, take December 21 and 22 back as school days and not holidays.

Mr. Duhon offered a motion to amend the substitute motion, with a second by Mr. Dellafosse, to change the calendar to the following:

No added daily minutes
Students would attend until June 3rd and teachers would work until June 4th
Take December 21, 22, 23 as school days and not Christmas holidays
Take February 15 as a school day and not a Mardi Gras holiday
Take April 6 as a school day and not an Easter holiday

On a roll call vote for the amendment to the substitute motion, the motion carried on a 10-4 vote.

<u>For:</u> Annette Ballard, Billy Breaux, Bliss Bujard, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Alvin Smith, Eric Tarver, Desmond Wallace <u>Against:</u> Russell Castille, Aaron Natali, Dean Roberts, Mark Young

The vote carried 14-0 on the original motion, as amended.

PERMISSION TO ADVERTISE

A. Repairs, supplies, and equipment associated with Hurricanes Laura and Delta/Project Funds

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

CORRESPONDENCE

Mr. Roberts read the following:

A. Recommendation of Acceptance for the Project, "Ralph Wilson Phase 4 Additions," Griggs Mitchell & Associates, LLC., K&J Development of SWLA, LLC., Contractor, District 31 Bond

Funds

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

B. Change Order Number Two (2) for the Project, "Covered pavilions and restrooms, R.W. Vincent Elementary and Alonzo LeBlanc Middle School"; \$50 million allocation; Ellender Architects & Associates, LLC, Designer; K&J Development, LLC., Contractor; *Increase* of \$8,837.00.

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

C. Recommendation of Acceptance for the Project, "Covered Pavilions & Restrooms, R.W. Vincent Elementary School and Alonzo LeBlanc Middle School," \$50 million allocation; Ellender Architects & Associates, LLC., K&J Development of SWLA, LLC., Contractor.

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

D. Recommendation of Acceptance for the Project, "Renovations to Westlake High School Baseball Field"; King Architects, Inc., Architect; Geosurfaces, Inc., Contractor, with Contractor agreement to repair hurricane damages; District 23 Bond Funds.

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

CONDOLENCES

Mr. Wallace asked for a letter of condolence to Latonia Frank at the loss of her father and a letter of condolence to the family of Mrs. Maudry Alfred.

Mrs. Gay and Mr. Dellafosse asked for a letter of condolence to the family of Mrs. Maudry Alfred.

Mr. Dellafosse wished everyone a Happy Thanksgiving.

Mr. Castille offered condolences to Mr. Bujard at the loss of his mother. Mr. Castille congratulated local volleyball teams.

Mrs. Ballard congratulated Mr. Bent and Mr. Bourne regarding their recent audit award.

ADJOURN MEETING

On a motion to adjourn by Mr. Hardesty and a second by Mr. Young, the meeting was adjourned at 6:55 p.m. on a unanimous vote.

President
Dean Roberts

Secretary
Karl Bruchhaus

Lake Charles, Louisiana November 10, 2020

The Calcasieu Parish School Board, State of Louisiana, governing authority of the public school system of the Parish of Calcasieu, State of Louisiana, met in regular public session at 5:00 o'clock p.m. on Tuesday, November 10, 2020, at the regular meeting place of said Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, Louisiana, pursuant to the provisions of written notice given to each and every member thereof and duly posted in the manner required by law.

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

Annette Ballard, Billy Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace, Mark Young

ABSENT:

Fredman Hardy

The following resolution was thereupon introduced, and pursuant to a motion made by Mr. Dellafosse and seconded by Billy Breaux, was adopted by the following vote:

YEAS:

Annette Ballard, Billy Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace, Mark Young

NAYS:

None

ABSENT:

Fredman Hardy

NOT

VOTING:

None

RESOLUTION

A RESOLUTION DECLARING THE INTENTION OF THE CALCASIEU PARISH SCHOOL BOARD, STATE OF LOUISIANA ("BOARD") TO PROCEED WITH A FINANCING IN AN AMOUNT NOT TO EXCEED ONE HUNDRED MILLION AND NO/100 DOLLARS (\$100,000,000) FOR THE PURPOSE OF FINANCING DEMOLITION. **DAMAGE** REPAIR, RECONSTRUCTION. RESTORATION RENOVATION. AND IMPROVEMENT SCHOOL BUILDINGS AND FACILITIES PREVIOUSLY CAUSED BY HURRICANES LAURA AND DELTA, INCLUDING ALL FURNISHINGS, FIXTURES AND FACILITIES INCIDENTAL OR NECESSARY IN CONNECTION THEREWITH; EMPLOYING BOND COUNSEL AND OTHER PROFESSIONALS; AUTHORIZING AND APPROVING THE FORM AND EXECUTION OF THE BOND PURCHASE AGREEMENT CONNECTION IN WITH THE ISSUANCE. SALE AND DELIVERY OF THE BONDS: AUTHORIZING AN APPLICATION TO THE LOUISIANA LOCAL **GOVERNMENT ENVIRONMENTAL FACILITIES** AND COMMUNITY **DEVELOPMENT AUTHORITY** AND THE LOUISIANA STATE BOND COMMISSION; PAYING COSTS OF ISSUANCE OF THE DEBT, AND PROVIDING FOR OTHER MATTERS WITH RESPECT THERETO.

WHEREAS, as a direct result of unprecedented damage and destruction visited and inflicted upon the Parish of Calcasieu, State of Louisiana by Hurricanes Laura and Delta, seventy-five (75) of the seventy-five (75) public school facilities (the "Facilities") of the Calcasieu Parish School Board (the "Board") sustained damage, to varying degrees, the Board must borrow funds for the purpose of financing damage demolition, repair, reconstruction, renovation, restoration and improvement of its Facilities, in an amount not to exceed ONE HUNDRED MILLION AND NO/100 (\$100,000,000) DOLLARS (the "Project");

WHEREAS, it is presently estimated the actual costs of damage demolition, repair, reconstruction, renovation, restoration and improvement of school Facilities owned and operated by the Board may total or exceed TWO HUNDRED FIFTY MILLION AND NO/100 (\$250,000,000) DOLLARS;

WHEREAS, it is presently anticipated the proceeds of insurance policies maintained by the Board for its Facilities will total FORTY MILLION AND NO/100 (\$40,000,000) DOLLARS;

WHEREAS, the Board has previously become a participating political subdivision and member of the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority"), which is a political subdivision of the State of Louisiana (the "State")

established for public purposes pursuant to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 4548.16, inclusive) (the "Authority Act");

WHEREAS, in order to finance projects by the State's political subdivisions of public infrastructure and public works of all types, the Authority is authorized to issue bonds and notes and loan the proceeds thereof to political subdivisions who become members of the Authority for such purposes, under the authority of the Authority Act, and other constitutional and statutory authority;

WHEREAS, the Board desires to proceed with a financing through the Authority in an amount of not to exceed ONE HUNDRED MILLION AND NO/100 (\$100,000,000) DOLLARS in order to fund the costs of the Project, in a manner and structure to be determined by subsequent resolution or ordinance;

WHEREAS, it is the expectation of the Board that significant portions of the costs of the Project will be funded through a grant/reimbursement process through the United States Federal Emergency Management Agency ("FEMA"), but the FEMA grant/reimbursement process is known to be both lengthy and requiring prior expenditure of the Board's funds prior to application for reimbursement;

WHEREAS, it is also the expectation of the Board that a portion of the costs of the Project will be funded through Community Development Block Grants as well as donations and miscellaneous grants;

WHEREAS, the Board desires to authorize filing of an application with the Authority requesting that the Authority grant approval for issuance of revenue bonds to be issued on behalf of the Board (the "Bonds"), issuance of which are expressly authorized by the provisions of the Authority Act;

WHEREAS, United States Treasury Regulations (the "Regulations") require that an issuer of tax exempt bonds evidence "official intent" towards issuance of the Bonds within the meaning of the Internal Revenue Code of 1986, as amended, (the "Code") and the Regulations promulgated thereunder before reimbursing the Board for any prior or subsequent expenditures in connection with the Project from the proceeds of the Bonds in accordance with the provisions of the Code and Regulations promulgated thereunder for such reimbursement to be deemed an expenditure of Bond proceeds,

NOW, THEREFORE, BE IT RESOLVED, by the Calcasieu Parish School Board, State of Louisiana, as follows:

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

SECTION 2. The Board is authorized to proceed with a financing through the Authority in an amount not to exceed ONE HUNDRED MILLION AND NO/100 (\$100,000,000) DOLLARS, to be represented by the Authority's Bonds to provide funds to finance the Project. The Authority's Bonds authorized herein may be issued in a single or multiple series on a taxable and/or tax-exempt basis, to mature not later than twenty (20) years from their date of issuance, and bear interest at a fixed or variable rate or rates not to exceed five (5%) percent per annum.

The proceeds of the Bonds will be loaned by the Authority to the Board pursuant to a loan or other financing agreement (the "Loan Agreement"). The Board will make payments under the Loan Agreement from its receipt of lawfully available funds, including, but not limited to, its insurance proceeds, grant funds received from FEMA, and other funds available to the Board for such purposes, including Community Development Block Grants as well as donations and miscellaneous grants (collectively, "Lawfully Available Funds").

A certified copy of this Resolution and such other documents and certificates, as may be required by the Authority, shall be submitted to the Authority, for issuance of the Bonds under the provisions of the Authority Act.

SECTION 3. The structure, terms and conditions of any such borrowing by the Board shall be determined by subsequent resolution or ordinance of the Board, provided, however, that the term of said borrowing shall not exceed twenty (20) years from the date of each issuance of Bonds which shall bear interest at a fixed or variable rate or rates of interest not to exceed five (5%) percent per annum, to be issued in one or more series, and shall be secured by and payable solely from Lawfully Available Funds.

SECTION 4. Prior to issuance of the Bonds, the Board anticipates that it may pay a portion of the costs of the Project from other available funds, including insurance proceeds. Upon issuance of the Bonds, the Board reasonably expects to reimburse said expenditures from the proceeds of the Bonds. Any such allocation of the proceeds of the Bonds for reimbursement will be made with respect to the capital expenditures (as defined in Treasury Regulation 1.150-1 (h) and will be made upon the delivery of the Bonds and not later than eighteen (18) months after the date of (i) the date such expenditure was made or (ii) the date improvements were placed in service. This resolution is intended to be a declaration of intent to reimburse in accordance with the provisions of the Treasury Regulation 1.150-2.

SECTION 5. The Board hereby finds and determines that a real necessity exists for employment of special bond counsel in connection with the issuance of the Bonds, and accordingly Joseph A. Delafield, A Professional Corporation ("Bond Counsel") of Lake Charles, Louisiana, is hereby employed (such employment to be by the Authority) to do and perform comprehensive legal and coordinate professional work with respect to the issuance of the Bonds. Said Bond Counsel shall prepare and submit to such officials of the Board and the Authority for adoption all proceedings incidental to, and shall counsel and advise the Board and the Authority on issuance and sale of, the Bonds by the Authority. The fee of Bond Counsel is contingent upon issuance, sale and delivery of the Bonds, and shall be in accordance with

the Attorney General's then current Bond Counsel Fee Schedule and other guidelines, as negotiated, for comprehensive legal and coordinate professional work in the issuance of revenue bonds applied to the actual aggregate principal amount issued, sold, delivered and paid for at the time such Bonds are delivered, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with issuance of the Bonds, said fee to be subject to the Attorney General's written approval of said employment and fee to be paid with Bonds proceeds.

SECTION 6. The Board hereby authorizes and directs its Superintendent and Ex-Officio Secretary, and such other officials of the Board to do any and all things necessary and incidental to carry out the provisions of this resolution.

SECTION 7. Upon sale of the Bonds, the Superintendent and other officials of the Board, as Executive Officers, are each authorized, empowered and directed to execute on behalf of the Board, the Bond Purchase Agreement, by and between the Authority, the Board and the Placement Agent (as hereinafter defined), the Loan Agreement and any other certificates, documents or instruments in such form as may be approved by Bond Counsel to the Board. The Superintendent, and other officials of the Board, be and they are further authorized, empowered, and directed to execute on behalf of the Board, at or about the time of execution of the Bond Purchase Agreement, the Loan Agreement and any other certificates, documents or instruments deemed necessary by Bond Counsel to the Board, in order to effectuate issuance, sale and delivery of the Bonds.

SECTION 8. If any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared to be severable.

SECTION 9. The selection of Government Consultants, Inc., as municipal advisor (the "Municipal Advisor") in connection with issuance and sale of the Bonds, is hereby approved and authorized. The compensation of the Municipal Advisor shall be payable from proceeds of the Bonds and shall be subject to the approval of the Board and the Louisiana State Bond Commission.

SECTION 10. By virtue of the Board'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 11. Stifel, Nicolaus & Company, Incorporated, Baton Rouge, Louisiana (the

"Underwriter" or "Placement Agent"), is hereby employed as the Underwriter and/or Placement Agent to

effect a sale of the Bonds or a direct placement of the Bonds, compensation to be subsequently approved

by the Board and to be paid from proceeds of the Bonds and contingent upon issuance of the Bonds;

provided, no compensation shall be due to the Placement Agent unless the Bonds are issued and delivered

and all costs must be reasonable and approved by the Board and the Authority.

SECTION 12. The Board shall incur no financial liability for issuance of the Bonds, other

than the non-refundable application fee with the Louisiana State Bond Commission, until such time as

issuance of the Bonds has been approved by the Louisiana State Bond Commission and a bond resolution

or ordinance has been duly approved and adopted by the Board.

SECTION 13. A copy of this Resolution shall be published immediately after its adoption

in one (1) issue of the Board's official journal. 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 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

the authority to inquire into such matters.

SECTION 14. This Resolution shall become effective immediately upon its adoption.

BE IT FURTHER RESOLVED that all resolutions in conflict herewith are hereby

repealed.

ADOPTED AND APPROVED this 10th day of November, 2020.

/s/ Dean Roberts
DEAN ROBERTS, President

Calcasieu Parish School Board

ATTEST:

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

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

Calcasieu Parish Industrial Tax Exemption Program Return on Investment Evaluation

Etheredge Electric Co., LLC

20190082-A-ITE

Company Investment

Annual Payroll	\$ 197,760
Capital Expenditure (CapEx)	\$ 23,887

Exemption Requested

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

Local Revenue Forgone	Total-all Ju	ırisdictions	CPSE	3 portion
Property Taxes years 1-5	\$	1,188	\$	375
Property Taxes years 6-10	\$	547	\$	173
Total Estimated 10 year Exemption	\$	1,735	\$	548

Revenue Generated over 20 years	Total-a	ll Jurisdictions	CPSI	3 portion
Property Taxes generated over 10 yrs	\$	434	\$	137
Property Taxes generated over 20 yrs	\$	1,303	\$	412
Sales Taxes generated from CapEx	\$	1,374	\$	597

	<u>Factors</u>	
New Direct Jobs - 4	(Annual P/R)	\$ 197,760 \$ 3,955,200 -over 20 yrs
Indirect Jobs -		\$
Construction Jobs -		\$

General Considerations

Benefits

Direct & Indirect Job Creation

Annual Payroll

Sales Taxes generated from construction

Construction Jobs

Property Taxes collected during & after ITEP exemption period

Economic stimulus to area economy

Costs

Foregone revenue from exempted property tax

CALCASIEU PARISH

10 YEARS TAX ABATEMENT AT 80% EXEMPTION years 1-5, 80% years 6-10 ITEP IMPACT SUMMARY FOR ALL AFFECTED TAXING BODIES Company Name: Equipment Exp-LC Expansion

\$23,887 Ward 2 Investment Amount:

Project Name:

5129 Hwy 397, Iowa LA 70647

Location:

Ward:

20190082-A-ITE

Etheredge Electric Co., LLC

7/8,

Application #:

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Special Districts⁶

Municipality

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YEAR 1

Converted Millage

Miliage

TOTAL

Rate²

Taxing Body

Assessor Sheriff

YEAR 2

\$275 \$0

YEAR 3

AMOUNT YEAR 5

YEAR 6

YEAR 10

AMOU YRS 1-

AMOUNT

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Parish Government⁵

School Board^{4A} School Board

Special Districts

Municipality

\$11

SOURCE: Calcasieu Parish Assessor's Office

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Company Name: Etheredge Electric Co., LLC \$23,887

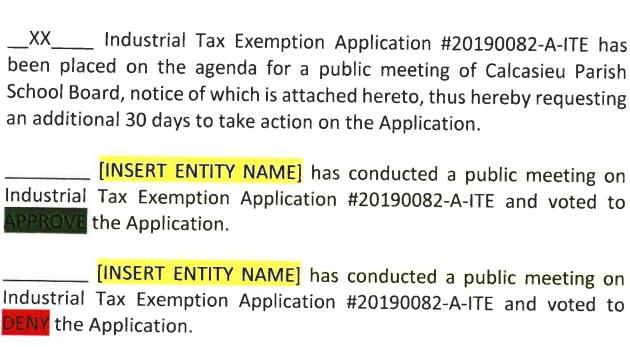
5129 Hwy 397, Iowa LA 70647

		9	
	Sales	Taxable %	100%
	5.75%	Total	1,373.50
			\$
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ales Taxes	2.50%	Schools	597.18
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NOTICE OF ACTION

Notice is hereby given to the Louisiana Department of Economic Development ("Department") of the following action by Calcasieu Parish School Board pursuant to §503(H)(1) of the Industrial Tax Exemption Program Rules:



NOTICE OF THIS ACTION MUST BE GIVEN TO THE DEPARTMENT WITHIN THREE BUSINESS DAYS

Recommended methods of sending notice:

- 1. Via email to ITEP@la.gov
- 2. Via facsimile transmission to (225) 342-0142; Attn: Kristin Cheng
- 3. Via overnight delivery with tracking to:

Louisiana Economic Development c/o Kristin Cheng 617 N. 3rd St. 11th Floor Baton Rouge, LA 70802



November 16, 2020

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

RE: Eth

Etheredge Electric Co, LLC

Board of Commerce and Industry Approval Notice ("Notice") Tax Exemption Application #20190082-A-ITE – \$23,887.00

Dear Superintendent Bruchhaus:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Etheredge Electric Co, LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Friday, November 13, 2020. Local governmental entities have thirty days to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,

Kristin Cheng

Program Administrator

Industrial Tax Exemption Program

(225) 342-2083

ITEP@la.gov

c: Assessor, Calcasieu Parish

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20190082-A-ITE Date Received: 7/8/2020

PROJECT INFORMATION

Company:

Etheredge Electric Co, LLC

Project Name:

Equipment Expenditures for Lake Charles Expansion

Project Location:

5129 Highway 397, Iowa, LA, 70647

Parish:

Calcasieu

City Limits?:

....

COMPANY INFORMATION

Product Manufactured:

Our company re-manufactures electric motors for the industrial sector. We repair or

rebuild both AC and DC motors, as well as synchronous motors. Our AC

rebuilds/repairs range up to 10,000 HP, while our DC rebuilds/repairs range up to 4,000 HP. We provide detail failure analysis reports to our customers to determine the best course of action for their rebuild. In addition, we also repair pumps and

gearboxes.

Manufacturing Process/Activities:

Our process begins with tearing down a motor to determine the cause of failure. From there, we determine if minor repairs are needed or entire rebuilds. The remanufacturing process may require tearing a motor down to a phase of having no assembled parts and then building back with new parts purchased from third party vendors, occasionally requiring minor fabrication on our end. We wind, assemble, paint and test all motors in accordance with specifications required by our customers

which typically exceed manufacturers' specifications.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities?

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:



PROJECT DETAILS

NAICS: 335312

Project Type: Start-Up/New Project Start Date (beginning of construction and/or installation): 3/6/2019

Project End Date (ending of construction and/or installation): 5/31/2020
Anticipated date for the commencement of operations of this project: 11/1/2019

Project Description:

This is the 2nd phase of a two-phase project. In 2019 we began installing assets to open a new motor repair facility in Lake Charles. We became operational in November 2019, but were not able to perform bake-out/burn-out work in the ovens we purchased as additional installation was necessary. This 2nd phase is the build-out of the exhaust and piping to allow for our ovens to be fully operational. Prior to completion of this phase, work requiring this process was sent to our Shreveport and Tyler facilities.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. Yes No application filled in phases)?

Calendar Years: 2019,2020

ESTIMATED INVESTMENTS

Building & Materials:\$0.00Machinery & Equipment:\$23,887.00Labor & Engineering:\$0.00Estimated Total Investment Amount:\$23,887.00Less: Restricted Amount:\$0.00Total Estimated Investments:\$23,887.00

ESTIMATED JOBS

Existing Jobs at Project Site: 0 **Existing Jobs Statewide:** 63

Will this project create new jobs?

New Direct Jobs: 4
Contract Jobs: 0

Will new jobs be created in phases? New jobs were added in 2019 in order to have our facility staffed with

Explain: trained employees prior to opening in 2019.

Construction Jobs: 0
Total Estimated Jobs: 4
New Jobs for this phase: 0

If no new jobs are being created with this project, will existing jobs be retained?

If yes, provide a compelling reason(s) for

retention:



ESTIMATED PAYROLL

Existing Jobs Payroll: \$0.00

Existing Jobs Statewide Payroll: \$5,377,627.00 **New Direcy Jobs Payroll:** \$197,760.00

Contract Jobs Payroll: \$0.00
Construction Jobs Payroll: \$0.00

Total Estimated Payroll: \$197,760.00

New payroll for current phase: \$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee.

O.1067

This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: <u>Proof of Millage/Location form</u> must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year 0.00

for this site):

BUSINESS LEGAL STRUCTURE

Is this company an LLC?

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

Dennis M. Etheredge

ESTIMATED BENEFIT

Investment Amount: \$23,887.00

x Assessment Percentage: 0.15

x Millage Rate: 0.1067

=Annual Exemption \$382.31

Annual Exemption * 5 years at 80% \$1,529.25

+ Annual Exemption * 5 years at 80% \$1,529.25



FEE CALCULATION

Estimated Ten Year Property Tax Exemption: \$3,058.50
x Rate 0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 \$500.00
Maximum)
Amount Paid: \$500.00
Amount Due: \$0.00

ATTACHMENTS

Document Type	Document Name	Date
Notarized Affidavit	Notarized Affidavit.pdf	7/8/2020
Proof of Millage Rate	Proof of Millage Verification.pdf	7/8/2020
Baseline Calculation Worksheet	Signed Baseline Employment Worksheet.pdf	7/8/2020
Breakdown of Purchases	ITEBreakdownofPurchases-Phase A .xlsx	7/8/2020

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$500.00	7/8/2020	I9DX50X7BW	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Olivia	Maness	omaness@eecmotor.com	Etheredge Electric Company, LLC	6719 Woolworth Road , Shreveport, LA, 71129	(318) 698- 1568	Business Signatory



CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: CFO

First Name: Olivia

Last Name: Maness

Email Address: omaness@eecmotor.com

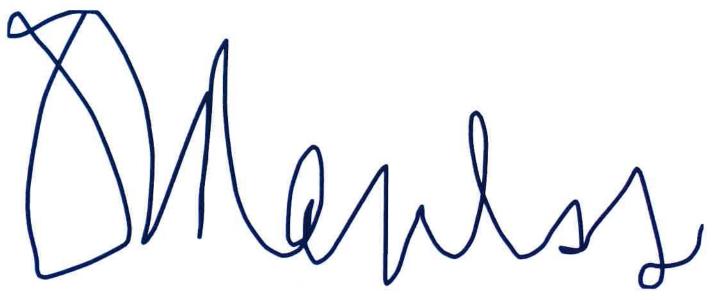
CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

l, Olivia Maness

, approve the above information.





CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20190082)

RECEIVED

JUN 18 2020

EXHIBIT "A"

BUSINESS INCENTIVES

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

ETHEREDGE ELECTRIC COMPANY, L.L.C.

EXHIBIT "A" AGREEMENT

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

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

ETHEREDGE ELECTRIC COMPANY, L.L.C. ("Company"), a Louisiana limited liability company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

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

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

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

WHEREAS, Company is outfitting a new Manufacturing Establishment located in Calcasieu Parish for a new motor shop (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

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

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

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

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

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

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

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

THEREFORE, IT IS AGREED:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

- "Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.
- "Agreement" means this Exhibit "A" agreement, and any amendments or modifications thereto.
- "Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and "Assignee" means the entity to which such transfer or assignment is made in accordance with this Agreement.
- "Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.
- "Board" means the Louisiana Board of Commerce and Industry.
- "Capital Expenditures" means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.
- "Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.
- "Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).
- "Company" means ETHEREDGE ELECTRIC COMPANY, L.L.C., a Louisiana limited liability company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

- "Company Affiliate" means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.
- "Company Default" is defined in Section 6.01(B).
- "Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.
- "Contract Monitor" is defined in Section 7.01(A).
- "Default" has the meaning set forth in Article VI.
- "Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.
- "Effective Date" is the date of execution of this Agreement by the Secretary.
- "Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in <u>Article VII</u>, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project, which may occur in and is inclusive of Phases.
- "Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project, including each Phase of the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.
- "Exemption Period(s)" means, for each Phase of the Project, the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), with each Exemption Period beginning on January 1 of the first Project Year after which each Phase becomes Operational or completes construction. The Exemption Period for any Phase of the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.
- "Governor" means the Governor of the State of Louisiana.
- "ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in <u>Article VII</u>, Section 21(F) of the Louisiana Constitution of 1974.
- "Jobs" means positions of employment that are:
 - (1) new (not previously existing in the State);
 - (2) permanent (without specific term);
 - (3) full-time (working a minimum of 30 hours or more per week);
 - (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;

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

Jobs shall not include:

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

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

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

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

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

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

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

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

[&]quot;LED" means Louisiana Department of Economic Development.

[&]quot;Legislature" means the Legislature of the State of Louisiana.

- "Qualified Contractor" means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.
- "Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.
- "Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.
- "Required Annual Payroll" is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.
- "Rule(s)" mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.
- "Secretary" means the Secretary of the Louisiana Department of Economic Development.
- "State" means the State of Louisiana.

ARTICLE II AUTHORITY

Section 2.01 LED Authority

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

Section 2.02 Company Authority

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

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III REPRESENTATIONS

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

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

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

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

ARTICLE IV OBLIGATIONS

Section 4.01 LED Obligations

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

Section 4.02 Company Objectives

- (A) Commencement of Operation. The Company has proceeded with establishing the Manufacturing Establishment and commenced Operation by November 1, 2019, as described in the ITEP application form filed or to be filed for this Project. During the construction period, which Company anticipates will span multiple years, Company projects that it will expend approximately \$433,276.00 in Capital Expenditures and that the Project will create 4 Jobs, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).
- (B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2020	4	\$197,760
2021	4	\$197,760
2022	4	\$197,760
2023	4	\$197,760
2024	4	\$197,760
2025	4	\$197,760
2026	4	\$197.760
2027	4	\$197,760
2028	4	\$197,760
2029	4	\$197,760
2030	4	\$197,760

- (C) <u>Jobs and Payroll Creation</u>. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.
- (D) <u>Project Year Adjustment.</u> To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.
- (E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.
- (F) <u>Louisiana Preference</u>. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

ARTICLE V ASSIGNMENT AND TRANSFER

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

ARTICLE VI DEFAULT AND RENEWAL CONSIDERATION

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all

obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

- (B) <u>Company Default</u>. The occurrence of any of the following actions during the term of any Exemption Contract shall constitute a Company Default with a corresponding remedy:
 - (1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules.
 - (2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;
 - (3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;
 - (4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract(s) under the terms provided.

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

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

Section 6.02 Delay or Omission

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

Section 6.03 Force Majeure

- (A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.
- (B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.
- (C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages.

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

ARTICLE VII REPORTS; AUDIT

Section 7.01 Contract Monitoring

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

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification

of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

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

Section 7.03 Audit

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

Section 7.04 Reporting Rules Applicable

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

ARTICLE VIII TERM

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

ARTICLE IX MISCELLANEOUS

Section 9.01 Non Discrimination

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

Section 9.02 Captions

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

Section 9.03 Counterpart

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

Section 9.04 Choice of Law

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

Section 9.05 Jurisdiction and Venue

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

Section 9.06 Further Assurances

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

Section 9.07 Notices

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

To LED:

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

To the Company:

To Etheredge Electric Company, L.L.C.:
Olivia Maness
6719 Woolworth Rd.
Shreveport, LA 71129
318-688-5351
omaness@eecmotor.com

Section 9.08 Amendment

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

Section 9.09 Rules Prevail

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

WITNESSES:	ETHEREDGE ELECTRIC COMPANY, L.L.C.
(1) Bok A Valensignature	By: Oliva Maness Signature
BELLET A VALERUS	Olivia Maness
Printed Name	Printed Name
(2) Anie Danis Signature	Title: OFO
Amie Dennis Printed Name	Date: 6/10/20

WITNESSES:	LOUISIANA DEPARTMENT OF
(1) Frank Fullo Signature Fruk Full-vo Printed Name	By: Don Pierson, Secretary or Anne Villa Undersecretary
(2)_ Gristin Cheng Signature	Date: 6/22/20
Printed Name	
LED CONTRACT MONITOR H.J UK'	
Signature Hul Usic	
Printed Name	

EXHIBIT 1

(Company Authorizing Resolution)

RESOLUTION OF MEMBERS

OF

ETHEREDGE ELECTRIC COMPANY, LLC

At a special meeting of the Members of Etheredge Electric Company, LLC held at the domicile of the limited liability company in Shreveport, Louisiana on <u>December</u> 5, 2019 due notice having been given and all Members being present, the following resolution was moved, seconded and unanimously adopted:

RESOLVED, that Olivia Maness, Chief Financial Officer, is hereby authorized to sign any and all contracts and/or agreements entered into with the Louisiana Department of Economic Development ("LED"), and to take all action necessary to execute the contracts and/or agreements on behalf of this limited liability company.

The foregoing resolution has been entered into the records of this limited liability company, has not been rescinded or modified, and remains in full force and effect on this date. Dated this 5th day of December 2019.

ATTEST:

Mike Etheredge, Member/CEO

EXHIBIT 2

CERTIFICATION OF COMPLIANCE

C	onti	act Number for the Project: Reporting Period:
Ce	omp	pany Name:
Pr	oje	ct Physical Address:
		peration of the assets related to this project/phase: Commenced, as of date and continues to date. Has not commenced or has ceased Operation pany has ceased Operation, please explain:
2.	Ca	apital Expenditures made as of: Amount
		equired Annual Jobs:
4.	Re	equired Annual Payroll:
		es the Company offered a Basic Health Benefits Plan for this Project Year for new Jobs? Yes □ No □ e any Jobs at the Manufacturing Establishment attributable to:
		Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes □ No □
	b.	Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes No
	C.	If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes No
lf t	he a	answer to 6.c. is "No", please explain:
-	-	
_		The second secon

- 7. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
 - ITE Employment Baseline Calculation Worksheet (only required the first year of reporting).
 - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
 - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

CONTACT TYPE (circle one):	Business 🗆	Consultant □	Other 🗆
Contact Person;			
Name:			
Title:			
Mailing Address:			
Mailing Address 2:			
Phone Number (Include extension)			11/1
Email Address:			
CERTIFICATION (Must be executed by a key employee of manager, or equivalent rank) Thereby certify that the Industrial Tax Exemple the manager and additional materials meet all onformation provided in this document and pelief after reasonable inquiry. And I am avoirtiment information resulting in the false repenalties for filing of false public records (Recognam. I understand that application and	nption project ident f the requirements additional materials vare that my submi- epresentation of a c.S. 14:133) and/or	ified in this documer and applicable regu is true and correct ssion of any false in material fact may su	nt with the above referenced lations. I hereby certify that the to the best of my information and formation or omission of any abject me to civil and/or criminal
Original Signature		Pri	nted Name & Title
Date			



Memorandum

To: Board Members

From: Karl Bruchhaus, Superintendent

Date: December 8, 2020

Subject: 2020-2021 Calendar

Staff is recommending reconsideration of the 2020-2021 calendar as adopted at last month's Board meeting for generally two reasons:

- Anticipated staff and student absences because of the traditional nature of historic holidays.
- Significant shortage of teacher substitutes to bridge employee absence gap because of COVID.

The recommendation has two components:

- Ensure that each school has at least 400 instructional minutes per day for the remainder of the school year. Schools have already been asked to review their schedules for the ability to comply. The 400 minutes would occur between 7:35 a.m. and 3:25 p.m. depending on each school's plan. Most schools could accomplish this task without a change in employee arrival/dismissal times or changes to bus schedules.
- Add the following 5 days back to the calendar as holidays:

December 21, 22, 23 (Monday, Tuesday, Wednesday) February 15 (Monday) April 6 (Tuesday)

KB/pc

Building Foundations for the Future

Reporting Days

Students' First	Day	. 8/24
Students' Last	Day	6/3

Holidays

Students Do Not Report on the Following Days School System Offices Closed.....7/3 System-wide In-service 8/10 & 8/11 Paras report to work 8-11 School Level In-Service8/7 Labor Day9/7 Election Day 11/3 Veterans Day 11/11 Thanksgiving11/23-11/27 Christmas..... 12/24-1/1 MLK Day1/18 Mardi Gras2/16 Easter Break......4/2-4/5

Nine Week Periods

1st	11/4
2nd	1/26
3rd	3/31
4th	6/4

State Testing**

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

Calendar Code



Students' First Day



School Holiday



Nine Weeks Period Ends



Time Change



Students' Last Day & End of last Marking Period

Teachers' Last Day

REVISED—Laura/Delta

District Calendar - Nov. 12, 2020

Calcasieu Parish School Board

Karl Bruchhaus, Superintendent

5

12

19

26

2020-21 District Calendar

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RESOLUTION

WHEREAS, the Calcasieu Parish School Board has specific sales taxes dedicated to employee salaries and benefits,

AND WHEREAS, it is the desire of the Calcasieu Parish School Board to use the excess sales taxes dedicated and accumulated in the General Fund to provide a one-time salary supplement to active employees of the Calcasieu Parish School Board for services rendered in the fiscal year 2020-2021 and is to be paid on the December 18, 2020, regularly scheduled pay date,

AND WHEREAS, an employee is defined as an individual actively working full-time or part-time in their respective position and employed by the Calcasieu Parish School Board on December 8, 2020, (excludes board members and substitute labor),

AND WHEREAS, this supplement is being provided conditioned on employees completing their respective scheduled days to be worked for the 2020-2021 fiscal year and any employee not fulfilling this requirement is subject to having the supplement prorated by the Superintendent and surrendering any portion not earned,

THEREFORE BE IT RESOLVED, that all employees based on the teachers' salary schedule shall be paid a gross supplement of \$2,500 and all other personnel shall be paid a gross supplement of \$1,750 with one-half of the appropriate supplement paid to employees classified as part-time, and that any exceptions to the preceding definitions and rules will be resolved by the Superintendent and that said supplement is to be paid on the December 18, 2020, regularly scheduled pay date,

AND BE IT FURTHER RESOLVED that requests by employees to make a change to their federal withholding form W-4 or state withholding form L-2 received after December 2, 2020, will not be honored until January 4, 2021.

This resolution having been submitted to a vote, the	e vote thereon was as follows:
YEAS: NAYS: ABSENT: ABSTAIN:	
And the resolution was declared adopted on this, th	e 8 th day of December, 2020.
Karl Bruchhaus Secretary	Dean Roberts President

This worksheet is intended only a calculation of estimated probable	100	\$21.4 otal minu		\$0.00		O.00 OMPASS	\$21.49 Available
		ichr Sch	ned Ba	sed Employees		All Other	Employees
Sales Tax Supplement		11	4,550	Prior year	R =	3,185	Prior year
Cost Estimate - FY2021		Supplement		Supplement			
		\$ 2	,500	Current year	\$	1,750	Current ye
	U	sal		ben		sal	ben
4701 Districtwide Total all employees		7,650	,000	2,127,656	2,8	365,625	920,27
			9,777	,656		3,785	,901
12,207,202 (Roughly 90% funded by GF) GenFund Cost	Total Cost	200	101 120	13,563	3,557	,	N. W. P.

Calcasieu Parish School Board History of Teacher Salaries

	History of Teacher Salaries
1991-92	\$388 Local One-Time Supplement
1992-93	Raises given in range from \$350 at BA with/0 to \$542 at PHD with/25.
1993-94	No Increase.
1994-95	No Increase.
1995-96	\$3,300 raise to all levels of teacher schedule from passage of 1/2 cent sales tax.
1996-97	\$750 State raise to all levels of teacher schedule. Local raises to create at least \$350 between steps and \$1,500 between degrees ranged from \$147 at BA w/14 to \$2,907 at PHD w/25.
1997-98	\$1,084 State raise to all levels of teacher schedule.
1998-99	\$985 State raise to all levels of teacher schedule.
1999-00	No Increase.
2000-01	\$600 One-Time Local Supplement \$2,000 One-Time Local Supplement
2001-02	\$2,060 State raise to all levels of teacher salary schedule \$1,500 Local raise to all levels of teacher salary schedule \$ 300 Local supplement
2002-03	Local \$725 One-Time Supplement State \$610 Supplement
2003-04	State \$610 Raise State \$1,300 Supplement
2004-05	State \$1,300 Raise State \$309 Raise One Additional Step To Teacher Schedule For All Degees Local \$942 One-Time Supplement
2005-06	State & Local \$747 Raise
2006-07	State \$1,500 Raise Local \$2,200 One-Time Supplement Local \$1,500 One-Time Supplement
2007-08	State \$4,696 Raise Local \$304 Raise Local \$1,700 One-Time Supplement
2008-09	State \$1,019 Raise Local \$1,250 One-Time Supplement
2009-10	No increase.
2010-11	No increase.
2011-12	No increase.
2012-13	Local \$800 One-Time Supplement
2013-14	State \$600 One-Time Supplement
2014-15	State \$561 Raise Local \$900 One-Time Supplement
2015-16	Local \$4,000 Raise (funded by new 1/2 cent sales tax) Local \$1,100 One-Time Supplement
2016-17	Local \$1,450 One-Time Supplement
2017-18	Local \$2,850 One-Time Supplement
2018-19	Local \$3,000 One-Time Supplement
2019-20 2019-20	State \$1,000 Raise Local \$4,550 One-Time Supplement

Calcasieu Parish School Board History of Support Salaries

	nistory of Support Salaries
1991-92	\$388 Local One-Time Supplement
1992-93	1.65% Raise With Cap of \$542
1993-94	No Increase.
1994-95	No Increase.
1995-96	Raises of 10% not less than \$1,200 for full time
1996-97	State \$150 One Time Supplement - One Additional Local Step To Each Schedule
1997-98	State Raise \$350 Per Schedule
1998-99	State \$300 One-Time Supplement
1999-00	No Increase.
2000-01	Local \$350 One-Time Supplement Local \$500 One-Time Supplement State \$328.78 One Time Supplement
2001-02	Local \$500 Raise to all support schedules Local \$300 One-Time Supplement
2002-03	State \$477 One Time Supplement Local \$350 One-Time Supplement Local \$300 One Time Supplement
2003-04	State \$477 Raise Local \$300 Raise Local \$500 One-TimeSupplement
2004-05	Local \$800 One-Time Supplement
2005-06	No Increase.
2006-07	State \$500 Raise Local \$1,700 One-Time Supplement Local \$1,000 One-Time Supplement
2007-08	State \$1,000 Raise Local \$500 Raise Local \$1,700 One-Time Supplement
2008-09	State \$1,000 One-Time Supplement Local \$1,250 One-Time Supplement
2009-10	No Increase.
2010-11	No increase.
2011-12	No increase.
2012-13	Local \$800 One-Time Supplement
2013-14	Local \$300 One-Time Supplement
2014-15	Local \$550 One-Time Supplement
2015-16	Local 10% salary schedule increase Local \$750 One-Time Supplement
2016-17	Local \$1,000 One-Time Supplement
2017-18	Local \$2,000 One-Time Supplement
2018-19	Local \$2,100 One-Time Supplement
2019-20	State \$500 Raise

2019-20 Local \$3,185 One-Time Supplement

CHANGE ORDER

Change Order No.:		
Date:		
Contract Date:		
Work Order Date:		•
Project:	PHASE 2 – New Two Story Classroom	
	Restroom Renovations, New Hydronic	
	2017 BOND ISSUE IMPROVEMENTS	
	WASHINGTON-MARION HIGH SCH	OOL
	Calcasieu Parish School Board	
Project No.:	2019-07PC	
To:	Pat Williams Construction, LLC	
You are directed to ma (Attach Itemized Breakde	ke the following change in this contract: own)	
The Original Contract	Sum	\$3,799,000.00
Net Change by Previou	us Change Orders	\$ 94,744.04
Contract Sum Prior to	This Change Order	\$3,893,744.04
Contract Sum Will Be	Decreased By This Change Order	(\$6,784.50)
New Contract Sum Inc	sluding This Change Order	\$ 3,886,959.54
Contract Time Will Be	e Increased By Twenty-Six (26) Calendar	Days
Revised Contract Com	pletion Date	August 21, 2020
RECOMMENDED	ACCEPTED	APPROVED
Ellender Architects &	Pat Williams	Calcasieu Parish
Associates, LLC	Construction, LLC	School Board
(Designer)	(Contractor)	(Owner)
(Designer)	(Contractor)	(Owner)

Ellender Architects & Pat Williams Calcasieu Parish

Associates, LLC Construction, LLC School Board

(Designer) (Contractor) (Owner)

1521 Cypress Street
Sulphur, LA 70663 Lake Charles, LA 70601 Lake Charles, LA 70615

By: School Board

(Owner)

By: Beautiful By: By: By: Date: 8/20/2020 Date: 8-20-202C

Date: 9-20-202C

Date: 9-20-202C

Revised April 2018 CO-1

ELLENDER Architects & Associates, LLC





PHASE 2 – NEW 2 STORY CLASSROOM WING RESTROOM RENOVATIONS, NEW HYDRONIC PIPING

2017 BOND ISSUE IMPROVEMENTS

WASHINGTON-MARION HIGH SCHOOL

Change Order #4 - Itemization August 20, 2020

Item #1- Unit Price for Soil and Compaction

Credit unused soil and compaction unit pricing cost that was bid into the Contract. See attached supporting documentation from Braun Intertec.

DEDUCT......(\$5,440.00)

Item #2

Credit unused contingency allowance bid into the Contract.

DEDUCT.....(\$1,344.50)

TOTAL this CHANGE ORDER #4:

DEDUCT (\$6,784.50)

Contract Time Extension – Increase Calendar Days

Add a total of twenty-six (26) calendar days due to the following circumstance(s):

o Inclement weather.

CHANGE ORDER

Change Order No.: 8 Date: November 30, 2020 Contract Date: June 13, 2018

Project:

Sam Houston High School

New Gymnasium and Band Building For Calcasieu Parish School Board

Project No.: Calcasieu Parish School Board - Project No. 2018-19PC

Champeaux Evans Hotard - Project No. 1724

To:

Pat Williams Construction, LLC

1321 Hodges Street Lake Charles, LA 70601

You are directed to make the following change(s) in this Contract: (Attach Itemized Breakdown)

The Original Contract Sum	\$7,149,000.00
Net Change by Previous Change Order	\$160,578.59
Contract Sum Prior to this Change Order	\$7,309,578.59
Contract Sum will be increased by this Change Order	\$0.00
New Contract Sum Including this Change Order	\$7,309,578.59

Contract Time will be increased by: 156 days Revised Contract Completion Date: December 31, 2021

RECOMMENDED	ACCEPTED	APPROVED
Champeaux Evans Hotard, APAC (ARCHITECT)	Pat Williams Construction, L.L.C. (CONTRACTOR)	Calcasieu Parish School Board (OWNER)
702 Dr. Michael DeBakey Dr.	1321 Hodges Street	P. O. Box 800

Lake Charles, LA 70601 Lake Charles, LA 70601 Lake Charles, LA 70602 By: _____ By: _____ Dated: Dated: _____



Date: November 30, 2020

To: Calcasieu Parish School Board

Planning & Construction Department

Attn.: Mr. Harold Heath, Construction Manager

From: Champeaux Evans Hotard, APAC

Brad Evans

Re: Sam Houston High School

New Gymnasium and Band Building For Calcasieu Parish School Board

CPSB Project #2018-19PC

CEH Project # 1724

www.champeaux.biz

Change Order No. 8 - Recap

Covid19-Related Delays

Delays in material fabrication and delivery, and manpower, resulting from Covid-19. July 29th – August 25th, 2020

Days Recommended: ADD 28 days

Hurricane-Related Delays

Weather-related delays, loss of power, delays in material fabrication and deliver, and manpower, resulting from Hurricane Laura and Hurricane Delta. August 26th, 2020 thru January 3rd, 2021.

	Days Requested:	ADD	128 days
		-	
Total Contract Amount modification recomm for Change Order No.8	ended	ADD	\$0.00
Total Contract Time modification recommen for Change Order No.8	ded	ADD	156 days

CHANGE ORDER

Change Order No.: Date: Contract Date:	1 10/21/2020				
Project No.:		Parish School Board easant Consulting I	•	2020-15PC C - Project No. 20-005	
Project Name: Dequincy Weight Training Classroom 2017 All Districts Capital Projects Fund (50 Million Allocation) For Calcasieu Parish School Board CPSB NO.: 2020-15PC					
To: Calcasieu F P.O. Box 8 Lake Charl		Board			
You are hereby dire (Attach Itemized Re		the following change	e(s) in this Con	tract:	
The Original Contra	act Sum			\$ 449,000.00	
Net Change by Pre	vious Change	e Order		<u>\$ 0</u>	
Contract Sum Prior	to this Chang	ge Order		\$ 449,000.00	
Contract Sum will b	e b	y this Change Order		\$ 0	
New Contract Sum	Including this	Change Order		\$ 449,000.00	
Contract Time wi	e INCREASI	DECREASED by	y:	49 days	
Revised Contract C	Completion Da	ite:			
RECOMMENDED		ACCEPTED		APPROVED	
Duhon & Pleasant Consulting Engine (DESIGNER)		K & J Development of SWLA, LLC. (CONTRACTOR)	•	Calcasieu Parish School Board (OWNER)	
5393 Big Lake Ros Lake Charles, LA 70602		P.O. Box 12489 Lake Charles, LA 70612		P. O. Box 800 Lake Charles, LA	
Ву:		By:		Ву:	
Dated: 11/24/2	020	Dated:		Dated:	
1 1					



10/21/2020

To Whom It May Concern:

We are requesting that 49 days be added to our contract time for the Dequincy High School Weight Training Classroom project (CPSB NO.:2020-15PC).

The explanation of the 49 requested days is listed below:

33 days due to Hurricane Laura, 8/24/2020-9/27/2020

2 days due to inclement weather 9/28/2020-9/29/2020

14 days due to Hurricane Delta 10/7/2020-10/20/2020

Thank you,

John Quarles

co-managing member

John Quarles

CHANGE ORDER

Change Order	No.:	Two (2)		
			2020	
Contract Date:				
			grades	
J			DROVEMENTS	
·			ION HIGH SCHOOL	
				615
	Calcasie	u Parish Schoo	l Board	
Project No.:				
You are directed (Attach Itemized			change in this contract:	
The Original C		•		\$ 497,900.00
Net Change by	Previous	Change Order		\$ 37,711.06
Contract Sum	Prior to Tl	nis Change Ord	er	\$ 535,611.06
Contract Sum	will be <u>un</u>	changed by this	Change Order	\$ 0.00
New Contract	Sum Inclu	ding This Chan	ge Order	\$ 535,611.06
Contract Time	Will Be <u>i</u> ı	ncreased by On	e Hundred Fifty-Three (153) Calendar Days
Revised Contra	act Compl	etion Date: Sur	nday, January 31, 2021	
RECOMMEN Ellender Archi Associates, LL (Designer)	tects &		ACCEPTED PERC Development, LLC (Contractor)	APPROVED Calcasieu Parish School Board (Owner)
1521 Cypress			1712 Ryan Street	3310 Broad Street
Sulphur, LA70			Lake Charles, LA 70601	Lake Charles, Louisiana 70615
Ву:			Ву:	Ву:
Date:			Date:	Date:



ELLENDER Architects & Associates, LLC

PHASE 1 – EXTERIOR UPGRADES

FRONT PARKING ADDITION
STADIUM EMERGENCY LIGHTING SYSTEM
STADIUM SOUND SYSTEM IMPROVEMENTS

2017 BOND ISSUE IMPROVEMENTS

WASHINGTON-MARION HIGH SCHOOL

Change Order #2 - Itemization November 30, 2020

Item 1: Contract Time Extension - Increase Calendar Days

Add a total of 153 calendar days due to the following circumstance(s):

o Delays caused by Hurricanes Laura and Delta.

NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO	EID
RESIGNATION					
RESIGNATION					
Anderson, Jessica	Paraprofessional	St. John Elementary	10/30/2020	Personal	102670
Anderson, Jessied	Taraproressionar	St. John Elementary	10/30/2020	i Cisonai	102070
				Accepted Job Outside of	
Bertrand, Tiffany	Clerk	Headstart - Jake Drost	11/18/2020	Education	102979
		College Oaks			
Bias, Gordon	Janitor	Elementary	10/21/2020	Personal	101882
Buckley, Michelle	Janitor	S.P. Arnett Middle	10/30/2020	Relocated	102920
Burnett, Dawn	Teacher	LaGrange High	8/7/2020	Personal	101570
Citizen, Jessica	Teacher	Oak Park Middle	11/13/2020	Personal	102654
Comeaux, Lohoma	Janitor	J.D. Clifton Elementary	11/30/2020	Personal	102549
				Accepted Job Outside of	
Dimmitt, Cheyenne	Paraprofessional	Westwood Elementary	11/30/2020	Education	102695
				Accepted a non-teaching	
Ellender, Charles	Paraprofessional	Frasch Elementary	11/30/2020	position with CPSB	101950
				Accepted a non-teaching	
Glavin, Connie	Cafeteria Tech	T.S. Cooley Elementary	11/17/2020	position with CPSB	102746
Granger, Alicia	Clerk	CPAS West	11/4/2020	Personal	102749
Harrison, Megan	Speech Therapist	Speech Therapy	10/12/2020	Personal	102869
, ,		Brenda Hunter			
ands, Marcus	Janitor	Headstart	12/23/2020	Relocated	103035
		W.T. Henning		Accepted Teaching Position	
McCain, Tracy	Teacher	Elementary	12/23/2020	Outside of Louisiana	102136
				Accepted Teaching Position	
Moore. Elizabeth	Teacher	A.A. Nelson Elementary	11/11/2020	Within Louisiana	102188
	Food Service	lowa High & Iowa		Accepted Teaching Position	
Picquet, Jennifer	Manager	Middle	10/30/2020	Outside of Louisiana	101517
aylor, Kenna	Bookkeeper	Barbe High	10/5/2020	Personal	102937
urberville, Alexis	Lab Manager	St. John Elementary	10/26/2020	Personal	102862
Williams, Jaylon	T 1	NACT ASSESSED	44/07/0000	Accepted Teaching Position	4000
AUUIDME IDVIAN	Teacher	Molo Middle	11/27/2020	Outside of Louisiana	103044

	1				
Bellon, Pam	Bus Driver	Westwood Elementary	12/02/20		1008198
Conley, Judy	Bus Aide	Prien Lake Elementary	12/23/20		1016078
Credeur, Helen	Teacher Aide	F.K. White Middle	11/30/20		1003638
Guillory, Clara	Cafeteria Tech	Moss Bluff Middle	11/11/20		1004803
Jeffers, Karen	Teacher	Kaufman Elementary	11/13/20		1005458
McClain, Brenda	Paraprofessional	DeQuincy Primary	11/30/20		1015843
Milliron, Earl	Bus Driver	Iowa High	12/31/2020		1024655
Prosser, Brenda	Bus Aide	Westwood Elementary	11/30/20		1015257
Racca, Velina	Bookkeeper	Iowa High	1/26/2021		1006511
Reid, Earline	Teacher Aide	Vinton Middle	11/03/20		1004336
Seegraves, Sally	Paraprofessional	Sulphur High	09/30/20		1016802
Smart, Shawnda	Bus Driver	DeQuincy Middle	11/13/20		1006076
MATERNITY LEAVE				Due Date:	
Bazinet, Christina	Teacher	Fairview Elementary	12/20/20- 8/23/2021 [B]	12/20/2020	1026509
Brewer, Megan	Teacher	Western Heights Elementary	1/25/2021- 4/19/2021 [B]	1/23/2021	1024036
Fuselier, Courtney	Teacher	Maplewood Elementary	11/30/2020- NEED END DATE	12/2/2020	1027932
DROP RETIREMENT					
			11/02/20		1002225
Cecchini, Raissa	Teacher	Nelson Elementary	11/02/20		1003226
Hester, Van	Janitor	Central Office	12/23/20		1025446
Posadas, Jeanetta	Paraprofessional	Brentwood Elementary	11/14/20		1004740
MEDICAL SABBATICAL					
			Fall 2020 and		
Corbello, Rita	Teacher	Barbe High	Spring 2021 Semesters		1021815

Miller, Carolyn	Teacher	Maplewood Middle	Fall 2020 Semester	1004990
Reed, Laurie	Teacher	Moss Bluff Elementary	Fall 2020 Semester	1026656
PROFESSIONAL DEVELO	PMENT			
Chretien, Danielle	Teacher	J.J. Johnson Elementary	Spring 2021 Semester	1024046
RETIRE-REHIRE TERMIN	G			
Fullington, Genevieve	Teacher	Westwood Elementary	01/31/21	1016180
LEAVE WITHOUT PAY				
Barrios Garcia, Nataly	Teacher	Sulphur High 9th	1/25/2021- 6/24/2021	1029973
Rideaux, Angela	Cafeteria Tech	A.A. Nelson Elementary	11/11/2020- 2/02/2020	1030341
APPROVED 12/01/2020		100000		
Robert S.	anentene			