

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, February 9, 2021**

**1. Prayer and Pledge of Allegiance– Eric Tarver**

**2. Roll Call**

**3. Approval of Minutes**

A. January 12, 2021

**4. Presentations**

A. Jamey Rasberry, Director of LCMH Sports Medicine

**5. Superintendent's Report**

**6. Committee Reports**

A. Discipline Review Committee, January 14, 2021/Annette Ballard, *Chair*

B. A&P Committee, January 26, 2021/Mack Dellafosse, *Chair*

**7. Take Appropriate Action**

A. Approval of Resolution to hire special counsel for Sales Tax Department

B. Discipline Policy Review Committee

a) Ratify, Confirm, and Approve establishment of the Discipline Policy Review Committee;

b) Ratify, Approve, and Confirm the appointment of members of the Discipline Policy Review Committee who were chosen in compliance with La.

R.S.17:416.8;

c) Appoint a Board member as the Board's representative to serve as chairman of the Discipline Policy Review Committee (Annette Ballard is the present Board representative);

d) Authorize the Discipline Policy Review Committee chairman to temporarily replace any discipline committee members whose membership on the committee has ended;

e) Authorize Administrative Directors to jointly choose two parents to serve as Discipline Policy Review Committee members.

**C. Approval of Head Start Annual Report/2019-2020**

**8. Bid Reports**

- A. Approval of Bid for E-Rate Year 24 (21-22) Cat.2
- B. Approval of Bid for Renovations to Westlake High School Girls' Softball Field (re-bid); District 23 Bond Funds
- C. Approval of Bid for Band Instruments- Bid #2021-33/Hurricane Laura Funds

**9. Permission to Advertise**

- A. Phase 3- New Gymnasium – Washington-Marion High School/District 31 Bond Funds

**10. Correspondence**

- A. Change Order Number Six (6) for the project, "Combre-Fondel Elementary Improvements, Phase 2", District 31 Bond Funds; Bid #2019-01PC; Moss Architects, Inc., Designer; John D. Myers & Associates, Contractor; *Increase* of sixty (60) days.
- B. Change Order Number Three (3) for the project, "Phase 1, Exterior Upgrades, Washington-Marion High School", District 31 Bond Funds; Ellender Architects, & Associates, LLC., Designer; PERC Development, LLC., Contractor; *Increase* of \$2,325.37 and *Increase* of fourteen (14) days.

**11. Condolence/Recognition**

**12. Schedule Committees**

February 23, 2021.....5:00 p.m. C&I Committee  
A&P Committee (to follow)

**13. Adjourn Meeting**

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

The Calcasieu Parish School Board meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, January 12, 2021, at 5:00 p.m.

The meeting was called to order by Billy Breaux, President. The prayer and pledge were led by Alvin Smith.

Mr. Breaux presented a plaque of appreciation to Dean Roberts thanking him for his work as the President for 2020.

## **ROLL CALL**

The roll was called by Superintendent Bruchhaus and the following members were present: Mack Dellafosse, Glenda Gay, Fred Hardy, 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.

## **APPROVAL OF MINUTES/BOND AND FINANCING ITEM**

Mr. Breaux read the following:

- A. On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the Minutes of December 8, 2020 were approved on a unanimous vote.
- B. On a motion to approve by Mr. Tarver and a second by Mr. Duhon, the Bond Resolution for \$6,310,000 General Obligation Refunding Bonds/District 23 was approved on a unanimous vote. This item is available for viewing at the end of this document and was posted in the Lake Charles American Press on January 24, 2021.
- C. On a motion to approve by Mr. Tarver and a second by Mr. Duhon, the Bond Resolution for \$3,570,000 General Obligation Refunding Bonds/District 24 was approved on a unanimous vote. This item is available for viewing at the end of this document and was posted in the Lake Charles American Press on January 23, 2021.
- D. Resolution authorizing and approving the form and execution of the loan and assignment agreement/Bond Purchase Agreement not to exceed \$100,000,000. Attorney Jay Delafield was present to answer any questions on Items B-D. On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the Resolution was approved on a unanimous vote.

The Calcasieu Parish School Board, State of Louisiana, governing authority of the public school system of the Parish of Calcasieu, State of Louisiana (the "Board"), met in regular public session at 5:00 o'clock p.m. on Tuesday, January 12, 2021, 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.

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

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

ABSENT: None

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

YEAS: Annette Ballard, William T. "Billy" Breaux, Bliss Bujard, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fredman Hardy, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace, Mark Young

NAYS: None

ABSENT: None

NOT  
VOTING: None

### **RESOLUTION**

A RESOLUTION AUTHORIZING AND APPROVING THE FORM AND EXECUTION OF THE LOAN AND ASSIGNMENT AGREEMENT, THE TRUST INDENTURE, THE BOND PURCHASE AGREEMENT AND OTHER CERTIFICATES, DOCUMENTS OR INSTRUMENTS IN CONNECTION WITH ISSUANCE, SALE AND DELIVERY OF A FINANCING IN AN AMOUNT NOT TO EXCEED ONE HUNDRED MILLION (\$100,000,000) DOLLARS THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY"), AND PROVIDING FOR OTHER MATTERS WITH RESPECT THERETO.

**WHEREAS**, on November 10, 2020, the Board adopted a resolution declaring its intention to proceed with a financing through the Authority in an amount not to exceed One Hundred Million and no/100 Dollars (\$100,000,000) of the Authority's Revenue Bonds, Series 2021A (the "Bonds"), for the purpose of financing damage demolition, repair, reconstruction, renovation, restoration and improvement of school buildings and facilities previously caused by Hurricanes Laura and Delta (the "Project"), and authorizing an application to the Authority and the Louisiana State Bond Commission (the "Bond Commission");

**WHEREAS**, preliminary approval of the Bonds was granted by the Authority on November 12, 2020 and the Authority granted final approval on December 10, 2020;

**WHEREAS**, approval of the Bonds was granted by the Bond Commission on December 17, 2020;

**WHEREAS**, the Board desires to proceed with the financing through the Authority by authorizing and approving the form and execution of a Loan and Assignment Agreement (the "Loan Agreement"), a Bond Purchase Agreement (the "Bond Purchase Agreement") and any other certificates, documents or instruments deemed necessary in such form as may be approved by Bond Counsel to the Authority;

**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 hereby authorizes approval of the form of the Loan Agreement (herein attached as Exhibit A) and Trust Indenture (herein attached as Exhibit B), subject to such changes as may be approved by Bond Counsel to the Authority. 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, a Bond Purchase Agreement, if necessary, a Placement Agreement by and between the Authority, the Board and the Placement Agent, the Loan Agreement, and any other certificates, documents or instruments in such form as may be approved by Bond Counsel to the Authority, in order to effectuate issuance, sale and delivery of the Bonds.

**SECTION 3.** 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 4.** 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 12<sup>th</sup> day of January, 2021.

/s/ William T. "Billy" Breaux

William T. "BILLY" BREAU, President  
Calcasieu Parish School Board

ATTEST:

/s/ Karl Bruchhaus

KARL BRUCHHAUS, Secretary  
Calcasieu Parish School Board

### **SUPERINTENDENT'S REPORT**

1. You have all received a copy of the Head Start Report:  
Program Governance

- Policy Council Meeting was held on December 14, 2020. Policy Council Officers were elected. The following items were approved:
  - ✓ Financial Report for November 2020

- ✓ Director's Report for November 2020
- ✓ Attendance Report for November 2020

Program Operations

- Enrollment – 348

2. You received your population report in your packet, with the most current information as of December 31, 2020.

3. I would like to report our December, 2020, sales tax numbers for our general fund which show collections at \$4,508,261 or 44.5 % above budget for the 6th month of the 2020-2021 school year.

- Collections are \$1,448,317 or 11.0 % above collections for the same month last year.
- Collections after six months of 2020-2021 are \$4,722,784 or 6.5 % above budget and \$1,875,632 or 2.4 % below the same period last year.

4. I'm sure you all received the email regarding ACT 155 requiring state and local agencies with employees that have access to the agency's technology (even email) to take the Cybersecurity Awareness online training provided by the Louisiana State Civil Service. You have in front of you the information and instructions for taking the training. Please note that this must be done by January 31<sup>st</sup>.

5. The 2021 LSBA Annual Convention will be held March 7-9 in Shreveport. Due to COVID restrictions, LSBA is accepting limited registrations face to face, so we were told that all sessions would be available to watch online after the convention is over. When they post that the virtual classes are available, we will let you know so that you can be registered and get your required hours.

6. Debt Service Payments:

Property tax bills are delayed because of hurricanes

- \$13 million due 1<sup>st</sup> quarter of 2021
- \$8 million on hand
- 1<sup>st</sup> taxes March 15<sup>th</sup> or so
- Use some of borrowed \$

7. MFP

- State saying, we will have reduction of MFP based on student counts because of hurricanes.
- Estimated now at \$12 million +
- Authorized State to divide over 6 months at \$2 million per month rather than 4 months.

8. Approved for \$100 million loan – will draw \$35 million to be received around end of January.

9. Hurricane Updates:

- All architect contracts signed with notice to proceed letters issued.
- Front end documents prepared by CSRS using CPSB baseline documents plus FEMA standards.
- Architects given authority to do quotations under \$250 thousand dollar projects with solicitation process: 3 days on Central Auction House and 5 vendors solicited
- Expect roofers on shingle roofs within 2 weeks.
- CSRS working with architects to accelerate crucial projects broken out into multiple packages.

10. Staff currently working on strategic planning using our existing pillars led by Dr. LaFargue.

- High Academic Achievement
- Safe Productive Environment (COVID challenges)
- Stakeholder Satisfaction
- Operational Efficiency

We will embed the State's newly reiterated critical goals of:

- Students enter kindergarten ready.
- Students will achieve master level on third grade assessments and enter 4<sup>th</sup> grade prepared for grade level content.



- Students will achieve mastery level in 8<sup>th</sup> grade assessment and enter 9<sup>th</sup> grade prepared for grade level content.
- Graduates will graduate on time.
- Graduates will graduate with a college and/or career credential.
- Graduates will be eligible for a TOPS award.

#### 11. Technology Committee

Vendors submitting by January 18:

- 15-minute video
- Any other instructional resources
- Login to demo site

Committee – 46 members from around parish – 1<sup>st</sup> meeting Monday, January 25<sup>th</sup>.

- Teachers at each level
- Administrators
- Parents
- Mr. Breaux

Timeline – January/February – Narrow Choices

February/March – Detailed Demo from vendor finalists

March – Vendor selections

April-August – Training & Professional Development

4 Categories:

- Learning Management Systems – (Blackboard, Canvas, etc.)
- Classroom Delivery Management (Google, Teams, etc.)
- Asynchronous Product K-12 (Edgenuity, Apex, etc.)
- Web-Conferencing (Zoom, Google Meet, Teams, etc.)

12. Testing – CPSB is in the process of formulating testing protocols for State spring testing to include COVID protocols and virtual students. Schedules should be established in the next several weeks.

13. Graduation dates have been set. Each school is now being asked to have a potential outdoor option depending on COVID in May.

### **TAKE APPROPRIATE ACTION**

Mr. Breaux read the following:

C. Discussion on uniform and dress code issues (This item moved up at the request of Mr. Dellafosse).

Memo: Attached you will find copies of the current student dress code policy JCDE (not yet updated for face coverings), Student Code of Conduct Dress Code Expectations (does include face coverings), and the Employee Dress Code Guidelines. There were several changes made during this school year because of COVID and the hurricanes:

- Face Coverings – Mandated by B.E.S.E. (CPSB meeting on 8/11/20)
- Scrubs – allowed for teachers and paraprofessionals for immediate future (CPSB meeting on 8/11/20)
- Student Uniforms – policy suspended by staff until further notice – dress required to be appropriate

**Staff planned to re-institute student uniform policy as written on January 4<sup>th</sup> upon return from holidays but waited pending Board action at 1/12/21 meeting.**

**Current policies JCDE, Student Code of Conduct Dress Code Expectations, and Employee Dress Code Guidelines are available for viewing at the end of this document.**

Mr. Dellafosse offered the following motion, to extend the uniform policy waiver that we have been operating under from the fall and allow the principals at each school to determine what school appropriate is.

Mr. Bruchhaus asked about the end date. Mr. Dellafosse replied the end date is the rest of this school year.

After much discussion, the motion carried on a vote; there was one nay vote.

Blue cards to address the Board: Schuyler Oliver, Erin Davidson (Big Brothers/Big Sisters)

A. Approval of 2021 dates for Board and Committee meetings

**2021 Board Dates**

**2021 Committee Dates**

JANUARY 12, 2021

(TENTATIVE- Based on Need)

January 12 January 26 (already approved)

February 9 February 23

March 9 March 23

April 13 April 27

May 11 May 25

June 8 June 22

July 13 July 27

August 10 August 24

September 14 September 28

October 12 October 26

November 09 November 30

December 14 December 16

January 11, 2022 January 25, 2022

**Board Meetings will be held the second Tuesday of every month.**

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

**B.** Request by Mr. Hardy to discuss CPSB Policy DJE as it relates to general and minority populations in contracts. Discussion occurred, but no Board action required.

**D.** Discussion on extension of COVID Emergency Paid Sick Leave/EPSL CARES Act

Congress passed mandatory Emergency Paid Sick Leave (EPSL) during 2020, which CPSB has been following throughout the pandemic as employees had COVID related absences. The leave expired on 12/31/20 and was not renewed in the new stimulus bill. CPSB is still required to follow quarantine rules for positive COVID cases and direct contacts. Many school districts in the state are taking action to extend the leave as written.

**Emergency Paid Sick Leave – CARES Act**

- The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 – 100% pay, up to 80 hours;
- The employee is experiencing symptoms of COVID-19 and seeking medical diagnosis from a health care provider – 100% pay, up to 80 hours;
- The employee is caring for an individual who is subject to a quarantine or isolation order or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 – 2/3 pay, up to 80 hours;
- The employee is caring for his or her son or daughter whose school or place of care has been closed for a period of time, whether by order of a State or local official or authority or at the decision of the individual school or place of care, or the child care provider of such son or daughter is unavailable for reasons related to COVID-19 – 2/3 pay, up to 80 hours.

**Staff recommends extending COVID related Emergency Paid Sick Leave (EPSL) as long as employee related quarantines are required or until June 30, 2021 at the latest.**

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

Blue Card to address the Board: Vicky Johnston (CAE)

E. Discussion on a plan to recruit more substitute teachers/signing bonuses, etc. There was discussion to submit to staff for further study, but no Board action required.

**PERMISSION TO ADVERTISE**

Mr. Breaux read the following:

**A. Janitorial Supplies/Central Warehouse/General Funds**

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

**B. Pre-packaged school supplies/Title X-McKinney-Vento Homeless Student Act/Federal Programs**

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

**C. School uniforms/Title X-McKenney-Vento Homeless Student Act/Federal Programs**

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

**D. Grass cutting services/Maintenance Department/General Funds**

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

**E. Copy Paper/Central Warehouse/General Funds**

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

**F. Food & Supplies/School Nutrition Department/School Nutrition Funds**

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

**G. Waste Disposal Services/Maintenance Department/General Funds**

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

**H. Fire Alarm Inspections/Maintenance Department/General Funds**

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

**I. Security Guard Services/General Funds**

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

**J. Pest Control Services/Maintenance Department/General Funds**

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

**K. Fuel Card Services/Transportation Department/General Funds**

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

**L. Bulk Oil/Transportation Department/General Funds**

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

**M. Staff Uniforms for Warehouse & Maintenance Departments/General Funds**

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

**N. Snacks for Headstart/Early Childhood Department/Federal Funds**

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

**O. Pizza Delivery Program/School Nutrition Department/School Nutrition Funds**

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

**CORRESPONDENCE**

Mr. Breaux read the following:

**A. Recommendation of Acceptance for Project #21001573/Sam Houston High School North Endzone Bleachers/Sales Tax District 3.**

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

**B. Recommendation of Acceptance for Project "2018-19PC/Sam Houston High School New Gymnasium and Band Building/Sales Tax District 3.**

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

**C. Recommendation of Acceptance for Project #2020-14PC/A.A. Nelson Elementary Restroom Renovations/\$50 million allocation.**

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

**CONDOLENCES**

Mr. Hardesty asked for a letter of condolence to the family of Mr. Wilson Orphe.

Mr. Bujard asked for a letter of condolence to the family of Mr. David Smith, Sr.

Mr. Hardy asked for a letter of condolence to the following:

The family of Mr. Wilfred Chenier  
The family of Coach Albert Hartwell  
The family of Mr. Willie J. Smith, Jr.  
The family of Mrs. Lee McDaniel  
The family of Mr. Wilson Orphe

Mr. Wallace asked for a letter of condolence to the following:

The family of Coach Albert Hartwell  
The family of Mrs. Lucille Conway  
The family of Mrs. Judy Vickers

Mr. Dellafosse asked for a letter of condolence to the following:

The family of Mrs. Judy Vickers  
The family of and to the family of Coach Albert Hartwell  
The family of Mr. David Smith, Sr.

Mr. Duhon asked for a letter of condolence to the family of Mr. and Mrs. Vic Stelly.

Mr. Castille asked for a letter of recognition to Ms. Linda Dupuis upon her retirement after fifty years of working for the school system.

### **SCHEDULE COMMITTEES**

January 26, 2021.....5:00 p.m. A&P Committee  
February 23, 2021.....5:00 p.m. C&I Committee  
March 23, 2021.....5:00 p.m. Budget Committee

### **ADJOURN MEETING**

On a motion to adjourn by Mr. Roberts and a second by Mr. Dellafosse, the meeting was adjourned at 6:38 p.m. on a unanimous vote.

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**President**  
Billy Breaux

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**Secretary**  
Karl Bruchhaus

Lake Charles, Louisiana  
January 12, 2021

The Calcasieu Parish School Board, State of Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on January 12, 2021, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

The President 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, Fredman Hardy, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace, Mark Young

ABSENT: None

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

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

NAYS: None

ABSENT: None

NOT  
VOTING: None

#### **BOND RESOLUTION**

**A RESOLUTION PROVIDING FOR ISSUANCE, SALE AND DELIVERY OF \$6,310,000 GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 23 OF CALCASIEU PARISH, LOUISIANA, SERIES 2021; PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS AND APPLICATION OF PROCEEDS THEREOF TO REFUNDING CERTAIN GENERAL OBLIGATION REFUNDING BONDS OF SAID DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, School District No. 23 of Calcasieu Parish, Louisiana (the "District" or "Issuer") has heretofore issued \$9,100,000 of its General Obligation Refunding Bonds, 2013 Series, dated June 12, 2013 on original issue, (the "Refunded Bonds"), which Refunded Bonds are payable from a pledge and dedication of that portion of the net avails or proceeds of ad valorem taxes levied on all properties subject to taxation within the District, all in accordance with Article VI, Section 33(B) of the



Constitution of the State of Louisiana of 1974, as amended, and Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto (collectively, the "Prior Act"); and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana (the "Board"), governing authority of the District, has found and determined that refunding all outstanding maturities of the Refunded Bonds, would be advantageous to the District; and

WHEREAS, the Board has adopted a preliminary resolution on July 14, 2020, expressing its intention to issue general obligation refunding bonds of the District in an aggregate principal amount not to exceed \$6,750,000 pursuant to the provisions of Subparts A and B, Part II, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501 *et seq.*) (the "Act"); and

WHEREAS, the State Bond Commission, on August 20, 2020, granted authority for issuance of the Bonds in the aggregate principal amount not exceeding \$6,750,000, said Bonds to bear interest at a rate or rates not exceeding 5.00% per annum; and

WHEREAS, pursuant to the Act, it is now the desire of the District to adopt this Bond Resolution in order to provide for issuance by the District of \$6,310,000 principal amount of its General Obligation Refunding Bonds, Series 2021 (the "Bonds"), for the purpose of refunding the Refunded Bonds, to fix the details of the Bonds and to sell the Bonds to the purchaser thereof; and

WHEREAS, in connection with refunding of the Refunded Bonds, the District has found and determined that it would be of substantial benefit to purchase a municipal bond insurance policy as more fully provided for herein, and to authorize acquisition thereof; and

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

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

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

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

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

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

"Act" shall mean SubParts A and B 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.*), and other constitutional and statutory authority supplemental thereto.

**“BAM”** shall mean Build America Mutual Assurance Company, or any successor thereto.

**“Bond” or “Bonds”** shall mean, collectively, any or all of the General Obligation Refunding Bonds, Series 2021, of the District, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond. The Bonds shall be secured by and payable from unlimited ad valorem taxes levied and collected upon all taxable properties within the District, and insured by the Policy.

**“Bondholder,” “Registered Owner,” or “Owner”** shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent. Notwithstanding any provision of this Bond Resolution to the contrary, BAM shall, at all times, be deemed an owner of all the Bonds for the purposes of consenting to any resolution supplementing or amending this Bond Resolution, and shall be notified in advance of the adoption of any resolution supplemental or amendatory hereto whether or not the consent of the Owners is required.

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

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

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

**“Bond Year”** shall mean the one-year period ending on the principal payment date on the Bonds (May 1 for the Bonds).

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

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

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

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

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

**“District”** or **“Issuer”** shall mean School District No. 23 of Calcasieu Parish, State of Louisiana.

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

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

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

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

**“Interest Payment Date”** shall mean May 1 and November 1 of each year, commencing May 1, 2021, with respect to the Bonds.

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

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

**“Paying Agent”** shall mean Argent Trust Company, Ruston, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Bond Resolution, and thereafter **“Paying Agent”** shall mean such successor Paying Agent.

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

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

**“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.

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

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

**“Refunded Bonds”** shall mean those bonds of the District’s outstanding General Obligation Refunding Bonds, 2013 Series, dated June 12, 2013 on original issue, currently outstanding in the amount of \$6,390,000, which are being refunded by the Bonds, as more fully described in **Exhibit A** hereto.

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

**“Series 2021 Bond” or “Bonds”** shall mean any or all of the General Obligation Refunding Bonds of the District’s Series 2021 Bonds, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Series 2021 Bond.

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

**“Underwriter”** shall mean Crews & Associates, Inc., of Little Rock, Arkansas.

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

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1. Authorization of Bonds. (a) This Bond Resolution creates one series of Bonds to be designated “*General Obligation Refunding Bonds of School District No. 23 of Calcasieu Parish, Louisiana, Series 2021*” and provides for the full and final payment of the principal or redemption price of, and interest on all the Bonds.

(b) The Bonds issued under this Bond Resolution shall be issued for the purpose of refunding the Refunded Bonds through the proceeds of the Bonds, in order to provide for payment of the principal of, premium, if any, and interest on the Refunded Bonds as provided in Section 13.1 hereof.

(c) It is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Resolution, provision will have been made for the performance of all covenants and agreements of the District incidental to the Refunded Bonds, and accordingly, and in compliance with all that is herein provided, the District is expected to have no future obligation with reference to the aforesaid Refunded Bonds, except to assure that the Refunded Bonds are paid from the proceeds of the Bonds, and that the Refunded Bonds will be defeased pursuant to the terms of the resolution of the Governing Authority which authorized their issuance, and the Act.

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

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

SECTION 2.4. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized issuance of \$6,310,000 principal amount of Bonds to be designated "*General Obligation Refunding Bonds of School District No. 23 of Calcasieu Parish, Louisiana, Series 2021*," for the purpose of refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof within a single maturity, shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on May 1 in the years and in the principal amounts and shall bear interest, payable on May 1 and November 1 of each year commencing May 1, 2021, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

<u>DUE</u> <u>(May 1)</u>	<u>MATURITY</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2021	\$560,000	3.000%
2022	555,000	3.000%

2023	570,000	3.000%
2024	595,000	3.000%
2025	620,000	3.000%
2026	645,000	2.000%
2027	660,000	2.000%
2028	685,000	2.000%
2029	700,000	2.000%
2030	720,000	2.000%

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

### ARTICLE III

#### GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1. Exchange of Bonds; Persons Treated as Owners. The District shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond Resolution to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the District, BAM or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds. Upon the occurrence and continuance of an Event of Default, as defined in Section 9.1, which would require BAM to make payments under the Policy, BAM and its designated agent shall be provided with access to inspect and copy the registration books of the District for the Bonds.

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

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

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

SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Governing Authority may in its discretion adopt a resolution and thereby authorize issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the District, BAM and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the District, BAM and the Paying Agent, (ii) giving to the District, BAM and the Paying Agent an indemnity bond in favor of the District and the Paying Agent in such amount as the District and BAM may reasonably require, (iii) compliance with such other reasonable regulations and conditions as the District and BAM may prescribe and (iv) paying such expenses as the District, BAM and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the District may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the District, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This Bond is issued to replace a lost, canceled or destroyed Bond under the authority of La. R.S. 39:515."

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

SECTION 3.3. Preparation of Definitive Bonds, Temporary Bonds. Until the definitive Bonds are prepared, the District may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially

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

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

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

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

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

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

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

- (a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the



Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

- (b) The Issuer determines that continuation of the system of book-entry transfer through DTC (or a successor securities depository) is not in the best interests of the Issuer and/or the beneficial Owners.

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

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

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

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

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

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

## ARTICLE IV

### PAYMENT OF BONDS; DISPOSITION OF FUNDS

SECTION 4.1. Deposit of Funds With Paying Agent. The District covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from collection of the Pledged Tax Revenues or other funds available for such purpose, at least five (5) Business Days in advance of the date on which payment of principal, premium, if any, and/or interest falls due on the Bonds, funds fully sufficient to pay promptly the principal, premium, if any, and interest so falling due on such date.

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

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Tax Revenues shall be deposited as the same may be collected to the credit of the District, in separate and special bank accounts established and maintained with the regularly designated fiscal agent of the Calcasieu Parish School Board and designated "School District No. 23 2021 General Obligation Refunding Bond Sinking Fund" (the "Sinking Fund."). Funds on deposit in the Sinking Fund shall constitute dedicated funds of the District, from which appropriations and expenditures by the District shall be made solely for the purposes of paying the principal of, interest on, and redemption premium, if any, of the Bonds. Said fiscal agent shall transfer from said Sinking Fund to the paying agent bank or banks for all Bonds payable from said fund, at least five (5) Business Days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

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

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

SECTION 4.5. Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 4.3, investments shall be valued at the lower of cost or market price, exclusive of accrued interest. With respect to the Sinking Fund valuation shall occur annually. If any investment in the Sinking Fund ceases to be a Qualified Investment, then such non-conforming investment shall be sold or liquidated (unless otherwise approved by BAM) and the proceeds thereof invested in Qualified Investments.

## **ARTICLE V**

### **REDEMPTION OF BONDS**

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

## **ARTICLE VI**

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

SECTION 6.1. Obligation of the District in Connection with Issuance of the Bonds. As a condition of the issuance of the Bonds, the District hereby binds and obligates itself to: deposit

irrevocably in trust with the Paying Agent under the terms and conditions of the Paying Agent Agreement, as hereinafter provided, an amount of the proceeds derived from issuance and sale of the Bonds as will enable the Paying Agent to (i) pay the interest on the Refunded Bonds through January 27, 2021 and to pay in full on January 27, 2021, the principal of the Refunded Bonds; and (ii) deposit with the Paying Agent such amount of the proceeds of the Bonds as will enable the Paying Agent to pay the Costs of Issuance.

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

SECTION 6.3. Obligation to Collect Taxes. The District recognizes that the Governing Authority is bound under the terms and provisions of law, to levy and impose and cause the enforcement and collection the ad valorem taxes which secure issuance of the Bonds, and to provide for the proper application thereof, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Governing Authority from altering or amending from time to time as may be necessary the resolutions and/or ordinances adopted providing for the levying, imposition, enforcement and collection of the ad valorem taxes or any subsequent resolution and/or ordinance providing therefor, provided that such alterations or amendments shall not be made in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. The resolutions and/or ordinances imposing the ad valorem taxes and pursuant to which the ad valorem taxes are being levied, collected and allocated, and the obligation to continue to levy, collect and allocate the ad valorem taxes and to apply the Pledged Tax Revenues in accordance with the provisions of this Bond Resolution, shall be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana, nor the District may discontinue the ad valorem taxes or permit to be discontinued the ad valorem taxes in anticipation of the collection of which the Bonds have been issued or in any way make any change in ad valorem taxes which would diminish the amount of the Pledged Tax Revenues to be received by the District until all of the Bonds shall have been retired as to both principal and interest.

SECTION 6.4. Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the District shall require all of its officers and employees who may be in a position of authority or in possession of money derived from collection of the ad valorem taxes, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the District from loss.

SECTION 6.5. District to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the District shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the receipts of the ad valorem taxes, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the District shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements made for the account of the Sinking Fund. Such audit shall be available for

inspection upon request by the Owners of any of the Bonds or BAM. The District further agrees that the Paying Agent, BAM and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the District relating to the ad valorem taxes.

SECTION 6.6. Pledged Tax Revenues Not Encumbered. As of this date, the Pledged Tax Revenues are not pledged or encumbered in any way, except to the payment of the Refunded Bonds and other bonds previously issued by the District.

## ARTICLE VII

### SUPPLEMENTAL BOND RESOLUTIONS

SECTION 7.1. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, a resolution and/or ordinance supplemental hereto may be adopted, which, upon filing with the Paying Agent and BAM of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms: (a) to add to the covenants and agreements of the District in the Bond Resolution other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (b) to add to the limitations and restrictions in the Bond Resolution other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; (c) to surrender any right, power or privilege reserved to or conferred upon the District by the terms of the Bond Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the District contained in the Bond Resolution; (d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Resolution; or (e) to insert such provisions clarifying matters or questions arising under the Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with the Bond Resolution as theretofore in effect. Notwithstanding the foregoing, no provision of the Bond Resolution expressly recognizing or granting rights in or to BAM may be amended in any manner which affects the rights of BAM under the Bond Resolution without the prior written consent of BAM.

SECTION 7.2. Supplemental Resolutions Effective with Consent of Owners. Except as provided in Section 7.1, any modification or amendment of the Bond Resolution or of the rights and obligations of the District and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental resolution, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the District to levy and collect the ad valorem taxes for payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto. For purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Bond Resolution if the same adversely affects or diminishes the rights of the Owners of said Bonds. The consent of BAM shall be required (i) in addition to Bondholder consent, when required, for adoption of any supplemental resolution, and all supplemental resolutions must be filed with BAM immediately upon adoption, (ii) for removal of the Paying Agent and selection and appointment of any successor paying agent; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires Bondholder consent.

## **ARTICLE VIII**

### **PARITY BONDS**

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

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

## **ARTICLE IX**

### **REMEDIES ON DEFAULT**

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

(a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise (in determining whether a principal payment default has occurred, no effect shall be given to payments made under the Policy); or

(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable (in determining whether an interest payment default has occurred, no effect shall be given to payments made under the Policy); or

(c) if default shall be made by the District in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Resolution, any supplemental resolution or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the District by BAM or the Owners of not less than 25% of the Bond Obligation (as defined in the Bond Resolution); or

(d) if the District shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

then, upon the happening and continuance of any Event of Default, BAM and the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law; provided, however, that the exercise of remedies at the direction of the Owners is subject to the prior written consent of BAM, and BAM, acting alone, shall have the exclusive right to direct any action or remedy to be undertaken so long as it is not then in default of its payment obligations under the Policy. Under no circumstances may the principal or interest of any of the Bonds be accelerated. The District shall notify BAM immediately upon the occurrence of any Event of Default. All remedies shall be cumulative with respect to the Paying Agent, the Owners and BAM; if any remedial action is discontinued or abandoned, the Paying Agent, the Owners and BAM shall be restored to the former positions.

SECTION 9.2. Notice to Insurer of Events of Default. The Paying Agent shall provide BAM with immediate notice of any Event of Default, and notice of any other default known to the Paying Agent within five Business Days of the Paying Agent's knowledge thereof.

## ARTICLE X

### CONCERNING FIDUCIARIES

SECTION 10.1. Paying Agent; Appointment and Acceptance of Duties. The District will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Resolution. The designation of Argent Trust Company, Ruston, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the District.

SECTION 10.2. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least \$30,000,000, or assets under management of at least \$25,000,000, and (iii) be subject to supervision or examination by Federal or state authority, and (iv) be acceptable to BAM. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent, and until written notice thereof shall have been given to BAM. BAM shall have the right to remove the Paying Agent upon written notice to the District and the Paying Agent. Any successor Paying Agent, if applicable, shall not be appointed unless BAM approves such successor in writing. Notwithstanding any other provision of this Bond Resolution, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Bond Resolution, the Paying Agent shall consider the effect on the Bondholders as if there were no Policy.

## ARTICLE XI

### MISCELLANEOUS

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

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

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

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

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

Notwithstanding the foregoing, amounts paid by BAM under the Policy shall not be deemed to be paid or defeased and shall continue to be due and owing until paid by the District in accordance with this Bond Resolution. All covenants, agreements and other obligations of the District to the Bondholders shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such Bondholders.

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

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

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

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

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

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

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

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

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

SECTION 11.8. Severability. In case any one or more of the provisions of the Bond Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Resolution which validates or makes legal any provision of the Bond Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Resolution and to the Bonds.

SECTION 11.9. Bank Qualification. The Board has determined that the Series 2021 Bonds be, and they are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(D)(ii) of the Internal Revenue Code of 1986 (the "Code"), for the following reasons:

(i) The amount of the Series 2021 Bonds does not exceed the outstanding amount of the Refunded Bonds;



- (ii) The weighted average maturity is not extended;
- (iii) The final maturity date of the Series 2021 Bonds is not later than 30 years after the date of the Refunded Bonds; and
- (iv) The Refunded Bonds were properly designated by the Issuer as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code and are being currently refunded by the Series 2021 Bonds.

As such, the Series 2021 Bonds will not count toward the current calendar year tax-exempt obligations limit.

SECTION 11.10. Publication of Bond Resolution. This Bond Resolution shall be published one time in the official journal of the Governing Authority; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 11.11. Execution of Documents. In connection with issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the District such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Resolution, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 11.12. Recordation. A certified copy of this Bond Resolution shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Calcasieu, State of Louisiana.

SECTION 11.13. Preamble. The statements of fact expressly contained within the preamble to this Bond Resolution have been specifically reviewed by the Issuer’s School Board Members and are found to be factually true and correct and are made resolutions of the Issuer.

SECTION 11.14. Insurer Provisions. Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the holders of Insured Obligations or the Paying Agent under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. \_\_\_\_\_, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

#### Amendments, Supplements and Consents.

- a. Amendments. Wherever any Security Document requires the consent of Bondholders, BAM’s consent shall also be required. In addition, any amendment, supplement or modification to the Security Documents that adversely affect the rights or interests of BAM shall be subject to the prior written consent of BAM.
- b. Consent of BAM Upon Default. Anything in any Security Document to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of

default, BAM shall be deemed to be the sole holder of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the trustee, paying agent, registrar, or similar agent (the "Trustee") for the benefit of such holders under any Security Document. The Trustee may not waive any default or event of default or accelerate the Insured Obligations without BAM's written consent.

BAM As Third Party Beneficiary. BAM is explicitly recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce any right, remedy or claim conferred, given or granted thereunder.

Policy Payments.

- a. In the event that principal and/or interest due on the Bonds shall be paid by BAM pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.
- b. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Trustee shall agree for the benefit of BAM that:
  - i. They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Bonds; and
  - ii. They will accordingly pay to BAM the amount of such principal and interest, with interest thereon, but only from the sources and in the manner provided in the Security Documents and the Bonds for the payment of principal of and interest on the Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- c. Special Provisions for Insurer Default: If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraph B above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Bonds for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph (3), "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign

bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

## ARTICLE XII

### SALE OF BONDS

SECTION 12.1. Sale of Bonds. The Bonds are hereby awarded to and sold to the Underwriter at a price of \$6,540,800.55, comprised of \$6,310,000.00 principal, less an Underwriter's Discount in the amount of \$47,325.00, plus original issue premium in the amount of \$278,125.55, and under the terms and conditions set forth in the Bond Purchase Agreement in form substantially as attached hereto as **Exhibit B**, and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Underwriters or their agents or assigns, upon receipt by the District of the agreed purchase price. The execution by the Superintendent, duly authorized, of the Bond Purchase Agreement attached hereto as **Exhibit B** is hereby ratified and approved and accepted and the Executive Officers are hereby authorized, empowered and directed to deliver or cause to be executed and delivered all documents required to be executed on behalf of the District or deemed by them necessary or advisable to implement this Bond Resolution or to facilitate the sale of the Bonds.

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

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

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

## ARTICLE XIII

### REDEMPTION OF REFUNDED BONDS

SECTION 13.1. Call for Redemption. Subject only to delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption on January 27, 2021, at a redemption price of 100% of the principal amount of each bond so redeemed, and accrued interest to the date of redemption, in compliance with the resolution authorizing their issuance.

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

## ARTICLE XIV

### CONTINUING DISCLOSURE UNDERTAKING

SECTION 14.1. Continuing Disclosure. The Chief Financial Officer of the Calcasieu Parish School Board, as governing authority of the District, is hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially in the form set forth in Appendix D of the Official Statement issued in connection with the issuance and sale of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

ADOPTED AND APPROVED on this 12<sup>th</sup> day of January, 2021.

/s/Billy Breaux

BILLY BREAUX, 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.)

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

/s/ Billy Breaux

BILLY BREAUX, President  
Calcasieu Parish School Board

Lake Charles, Louisiana  
January 12, 2021

The Calcasieu Parish School Board, State of Louisiana, met in regular public session at its regular meeting place in the Calcasieu Parish School Board Office, 3310 Broad Street, Lake Charles, Louisiana, at 5:00 o'clock p.m. on January 12, 2021, pursuant to written notice given to each and every member thereof and duly posted in the manner required by law.

The President 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, Fredman Hardy, Aaron Natali, Dean Roberts, Alvin Smith, Eric Tarver, Desmond Wallace, Mark Young

ABSENT: None

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

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

NAYS: None

ABSENT: None

NOT  
VOTING: None

#### **BOND RESOLUTION**

**A RESOLUTION PROVIDING FOR ISSUANCE, SALE AND DELIVERY OF \$3,570,000 GENERAL OBLIGATION REFUNDING BONDS OF SCHOOL DISTRICT NO. 24 OF CALCASIEU PARISH, LOUISIANA, SERIES 2021; PRESCRIBING THE FORM, FIXING THE DETAILS AND PROVIDING FOR THE RIGHTS OF THE OWNERS THEREOF; PROVIDING FOR PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS AND APPLICATION OF PROCEEDS THEREOF TO REFUNDING CERTAIN GENERAL OBLIGATION REFUNDING BONDS OF SAID DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, School District No. 24 of Calcasieu Parish, Louisiana (the "District" or "Issuer") has heretofore issued \$5,000,000 of its General Obligation Public School Improvement Bonds, 2012 Series, dated August 12, 2012 on original issue, of which \$3,605,000 is currently outstanding (the "Refunded Bonds"), which Refunded Bonds are payable from a pledge and dedication of that portion of

the net avails or proceeds of ad valorem taxes levied on all properties subject to taxation within the District, all in accordance with Article VI, Section 33(B) of the Constitution of the State of Louisiana of 1974, as amended,, and other constitutional and statutory authority supplemental thereto (the "Prior Act"); and

WHEREAS, the Calcasieu Parish School Board, State of Louisiana (the "Board"), governing authority of the District, has found and determined that refunding all outstanding maturities of the Refunded Bonds would be advantageous to the District; and

WHEREAS, the Board has adopted a preliminary resolution on July 14, 2020, expressing its intention to issue general obligation refunding bonds of the District in an aggregate principal amount not to exceed \$3,750,000 pursuant to the provisions of Subparts A and B, Part II, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501-531) (collectively, the "Act"); and

WHEREAS, the State Bond Commission, on August 20, 2020, granted authority for issuance of the Bonds in the aggregate principal amount not exceeding \$3,750,000, said Bonds to bear interest at a rate or rates not exceeding 5.00% per annum; and

WHEREAS, pursuant to the Act, it is now the desire of the District to adopt this Bond Resolution in order to provide for issuance by the District of \$3,570,000 principal amount of General Obligation Refunding Bonds, Series 2021 (the "Bonds"), for the purpose of refunding the Refunded Bonds, to fix the details of the Bonds and to sell the Bonds to the purchaser thereof; and

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

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

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

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

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

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

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

**“Act”** shall mean, collectively, Subparts A and B, Part II, Chapter 4, Subtitle II, Title 39 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 39:501-531), and other constitutional and statutory authority supplemental thereto.

**“2012 Bonds”** shall mean the Issuer’s \$5,000,000 General Obligation Public School Improvement Bonds, 2012 Series, dated August 12, 2012 on original issue, of which \$3,605,000 is currently outstanding.

**“Bond” or “Bonds”** shall mean, collectively, any or all of the General Obligation Refunding Bonds, Series 2021, of the District, issued pursuant to this Bond Resolution, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond. The Bonds shall be secured by and payable from unlimited ad valorem taxes levied and collected upon all taxable properties within the District.

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

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

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

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

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

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

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

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

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

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

**“District” or “Issuer”** shall mean School District No. 24 of Calcasieu Parish, State of Louisiana.

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

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

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

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

**“Interest Payment Date”** shall mean February 15 and August 15 of each year, commencing August 15, 2021, with respect to the Bonds.

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

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

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

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

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



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

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

**“Refunded Bonds”** shall mean those bonds of the District’s outstanding General Obligation Public School Improvement Bonds, 2012 Series, dated August 12, 2012 on original issue, currently outstanding in the amount of \$3,605,000, which are being refunded by the Bonds, as more fully described in **Exhibit A** hereto.

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

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

**“Underwriter”** shall mean Crews & Associates, Inc., of Little Rock, Arkansas.

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

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1. Authorization of Bonds. (a) This Bond Resolution creates one series of Bonds to be designated “*General Obligation Refunding Bonds of School District No. 24 of Calcasieu Parish, Louisiana, Series 2021*” and provides for the full and final payment of the principal or redemption price of, and interest on all the Bonds.

(b) The Bonds issued under this Bond Resolution shall be issued for the purpose of refunding the Refunded Bonds through the proceeds of the Bonds, in order to provide for payment of the principal of, premium, if any, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 13.1 hereof.

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

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

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

SECTION 2.4. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized issuance of \$3,570,000 principal amount of Bonds to be designated "*General Obligation Refunding Bonds of School District No. 24 of Calcasieu Parish, Louisiana, Series 2021*," for the purpose of refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in **Exhibit C** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Resolution.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple of \$5,000 in excess thereof within a single maturity, shall be numbered R-1 upwards, and shall be dated the date of delivery thereof and mature, subject to prior redemption as set forth herein, on August 15 in the years and in the principal amounts and shall bear interest, payable semi-annually on February 15 and August 15 of each year, commencing August 15, 2021, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the rates per annum as follows:

<u>DUE</u> <u>(Aug 15)</u>	<u>MATURITY</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2021	\$210,000	3.000%
2022	225,000	3.000%
2023	240,000	3.000%
2024	255,000	3.000%
2025	270,000	3.000%
2026	285,000	3.000%
2027	305,000	3.000%
2028	320,000	3.000%
2029	335,000	3.000%
2030	360,000	2.000%
2032	765,000	2.000%

The principal and premium, if any, of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof.

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

### **ARTICLE III**

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

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

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

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

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the District, evidencing the same debt and entitled to the same benefits under this Bond Resolution as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the District, the Paying Agent, and any agent of the District or the Paying Agent may deem and treat the

person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly canceled, or be destroyed, stolen or lost, the Governing Authority may in its discretion adopt a resolution and thereby authorize issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly canceled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the District and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the District and the Paying Agent, (ii) giving to the District and the Paying Agent an indemnity bond in favor of the District and the Paying Agent in such amount as the District may reasonably require, (iii) compliance with such other reasonable regulations and conditions as the District may prescribe and (iv) paying such expenses as the District and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the District may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the District, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This Bond is issued to replace a lost, canceled or destroyed Bond under the authority of La. R.S. 39:515."

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

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

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

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

person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

### PAYMENT OF BONDS; DISPOSITION OF FUNDS

SECTION 4.1. Deposit of Funds With Paying Agent. The District covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from collection of the Pledged Tax Revenues or other funds available for such purpose, at least five (5) Business Days in advance of the date on which payment of principal, premium, if any, and/or interest falls due on the Bonds, funds fully sufficient to pay promptly the principal, premium, if any, and interest so falling due on such date.

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

SECTION 4.3. Funds and Accounts. In order that principal of and interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the District further covenants as follows: All avails or proceeds of the ad valorem taxes constituting Pledged Tax Revenues shall be deposited as the same may be collected to the credit of the District, in separate and special bank accounts established and maintained with the regularly designated fiscal agent of the Calcasieu Parish School Board and designated “School District No. 24 2021 General Obligation Refunding Bond Sinking Fund” (the “Sinking Fund.”). Funds on deposit in the Sinking Fund shall constitute dedicated funds of the District, from which appropriations and expenditures by the District shall be made solely for the purposes of paying the principal of, interest on, and redemption premium, if any, of the Bonds. Said fiscal agent shall transfer from said Sinking Fund to the paying agent bank or banks for all Bonds payable from said fund, at least five (5) Business Days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

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

SECTION 4.4. Funds to Constitute Trust Funds. The Sinking Fund provided for in Section 4.3 hereof shall be and constitute a trust fund for the purposes provided in this Bond Resolution, and the Owners of Bonds issued pursuant to this Bond Resolution are hereby granted a lien on all such

funds until applied in the manner provided herein. The moneys in such fund shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State.

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

## ARTICLE V

### REDEMPTION OF BONDS

SECTION 5.1. Optional Redemption. The Series 2021 Bonds are subject to optional redemption prior to maturity on any date on or after August 15, 2029 at a price of par plus accrued interest to the date of redemption.

SECTION 5.2. Mandatory Sinking Fund Redemption. The Bonds maturing on August 15, 2032 are subject to mandatory sinking fund redemption payments prior to maturity, in part, in the years and in the respective amounts set forth below at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date, as follows:

<u>Redemption Date</u> <u>(August 15)</u>	<u>Principal Amount</u>
2031	\$375,000
2032	390,000*

\* Final Maturity

In the event a Series 2021 Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Series 2021 Bond (\$5,000 or any multiple thereof) may be redeemed. Any Series 2021 Bond which is to be redeemed only in part shall be surrendered at the principal corporate trust office of the Paying Agent and there shall be delivered to the Owner of such Bond, a 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.

In the case of any optional redemption of Series 2021 Bonds, the District shall give written notice to the Paying Agent of the election so to redeem and the redemption date, and of the principal amounts and numbers of the Series 2021 Bonds or portions of Series 2021 Bonds of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the redemption date.

SECTION 5.3. Defeasance. If the District shall pay or cause to be paid, or there shall be paid to the Owners, the principal (and redemption price) of and interest, if any, on the Series 2021 Bonds, at the times and in the manner stipulated in the Bond Resolution, then the pledge of the money, securities, and funds pledged under the Bond Resolution and all covenants, agreements, and other obligations of the District to the Owners of Series 2021 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 the Bond Resolution to the District.

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 District 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. Series

2021 Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above 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.

## **ARTICLE VI**

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

SECTION 6.1. Obligation of the District in Connection with Issuance of the Bonds. As a condition of the issuance of the Bonds, the District hereby binds and obligates itself to: deposit irrevocably in trust with the Paying Agent under the terms and conditions of the Paying Agent Agreement, as hereinafter provided, an amount of the proceeds derived from issuance and sale of the Bonds as will enable the Paying Agent to (i) pay the interest on the Refunded Bonds through February 15, 2021 and to pay in full on February 15, 2021, the principal of the Refunded Bonds; and (ii) deposit with the Paying Agent such amount of the proceeds of the Bonds as will enable the Paying Agent to pay the Costs of Issuance.

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

SECTION 6.3. Obligation to Collect Taxes. The District recognizes that the Governing Authority is bound under the terms and provisions of law, to levy and impose and cause the enforcement and collection the ad valorem taxes which secure issuance of the Bonds, and to provide for the proper application thereof, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Governing Authority from altering or amending from time to time as may be necessary the resolutions and/or ordinances adopted providing for the levying, imposition, enforcement and collection of the ad valorem taxes or any subsequent resolution and/or ordinance providing therefor, provided that such alterations or amendments shall not be made in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. The resolutions and/or ordinances imposing the ad valorem taxes and pursuant to which the ad valorem taxes are being levied, collected and allocated, and the obligation to continue to levy, collect and allocate the ad valorem taxes and to apply the Pledged Tax Revenues in accordance with the provisions of this Bond Resolution, shall be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana, nor the District may discontinue the ad valorem taxes or permit to be discontinued the ad valorem taxes in anticipation of the collection of which the Bonds have been issued or in any way make any change in ad valorem taxes which would diminish the amount of the Pledged Tax Revenues to be received by the District until all of the Bonds shall have been retired as to both principal and interest.

SECTION 6.4. Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the District shall require all of its officers and employees who may be in a position of authority or in possession of money derived from collection of the ad valorem taxes, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the District from loss.



SECTION 6.5. District to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the District shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the receipts of the ad valorem taxes, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the District shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements made for the account of the Sinking Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds. The District further agrees that the Paying Agent and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the District relating to the ad valorem taxes.

SECTION 6.6. Pledged Tax Revenues Not Encumbered. As of this date, the Pledged Tax Revenues are not pledged or encumbered in any way, except to the payment of the Refunded Bonds and other bonds previously issued by the District.

## ARTICLE VII

### SUPPLEMENTAL BOND RESOLUTIONS

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

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

## **ARTICLE VIII**

### **PARITY BONDS**

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

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

## **ARTICLE IX**

### **REMEDIES ON DEFAULT**

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

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

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

## **ARTICLE X**

### **CONCERNING FIDUCIARIES**

SECTION 10.1. Paying Agent; Appointment and Acceptance of Duties. The District will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Resolution. The designation of Hancock Whitney Bank, Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Resolution by executing and

delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the District.

SECTION 10.2. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers, (ii) have a combined capital, surplus and undivided profits of at least \$30,000,000, or assets under management of at least \$25,000,000, and (iii) be subject to supervision or examination by Federal or state authority. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent. Notwithstanding any other provision of this Bond Resolution, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Bond Resolution, the Paying Agent shall consider the effect on the Bondholders.

## ARTICLE XI

### MISCELLANEOUS

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

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

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

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

Neither Defeasance Obligations deposited pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest to become due on the Bonds; provided that any cash received from such principal or interest payments on such

Defeasance Obligations shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

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

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

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

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

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

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

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

SECTION 11.6. Successors and Assigns. Whenever in this Bond Resolution the District are named or referred to, it shall be deemed to include their successors, and assigns and all the

covenants and agreements in this Bond Resolution contained by or on behalf of the District shall bind and inure to the benefit of their successors, and assigns whether so expressed or not.

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

SECTION 11.8. Severability. In case any one or more of the provisions of the Bond Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Resolution which validates or makes legal any provision of the Bond Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Resolution and to the Bonds.

SECTION 11.9. Publication of Bond Resolution. This Bond Resolution shall be published one time in the official journal of the Governing Authority; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 11.10. Bank Qualification. The Board has determined that the Series 2021 Bonds be, and they are hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(D)(ii) of the Internal Revenue Code of 1986 (the “Code”), for the following reasons:

- (i) The amount of the Series 2021 Bonds does not exceed the outstanding amount of the Refunded Bonds;
- (ii) The weighted average maturity is not extended;
- (iii) The final maturity date of the Series 2021 Bonds is not later than 30 years after the date of the Refunded Bonds; and
- (iv) The Refunded Bonds were properly designated by the Issuer as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code and are being currently refunded by the Series 2021 Bonds.

As such, the Series 2021 Bonds will not count toward the current calendar year tax-exempt obligations limit.

SECTION 11.11. Execution of Documents. In connection with issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the District such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Resolution, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 11.12. Recordation. A certified copy of this Bond Resolution shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Calcasieu, State of Louisiana.

SECTION 11.13. Preamble. The statements of fact expressly contained within the preamble to this Bond Resolution have been specifically reviewed by the Issuer’s School Board Members and are found to be factually true and correct and are made resolutions of the Issuer.

## **ARTICLE XII**

### **SALE OF BONDS**

SECTION 12.1. Sale of Bonds. The Bonds are hereby awarded to and sold to the Underwriter at a price of \$3,748,041.60, comprised of \$3,570,000.00 original principal amount of the Bonds, plus original issue premium in the amount of \$204,816.60, less an Underwriter's Discount in the amount of \$26,775.00, and under the terms and conditions set forth in the Bond Purchase Agreement in form substantially as attached hereto as Exhibit B, and after their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Underwriters or their agents or assigns, upon receipt by the District of the agreed purchase price. The execution by the Superintendent, duly authorized, of the Bond Purchase Agreement attached hereto as Exhibit B is hereby ratified and approved and accepted and the Executive Officers are hereby authorized, empowered and directed to deliver or cause to be executed and delivered all documents required to be executed on behalf of the District or deemed by them necessary or advisable to implement this Bond Resolution or to facilitate the sale of the Bonds.

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

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

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

## **ARTICLE XIII**

### **REDEMPTION OF REFUNDED BONDS**

SECTION 13.1. Call for Redemption. Subject only to delivery of the Bonds, the Refunded Bonds are hereby irrevocably called for redemption on February 15, 2021, at a redemption price of 100% of the principal amount of each bond so redeemed, and accrued interest to the date of redemption, in compliance with the resolution authorizing their issuance.

SECTION 13.2. Notice of Redemption. In accordance with the resolution authorizing issuance of the Refunded Bonds, notice of redemption in substantially the form attached hereto as Exhibit D, shall be given by means of first class mail (postage prepaid) not less than thirty (30) days prior to the

date fixed for redemption, addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the paying agent for the Refunded Bonds.

#### ARTICLE XIV

#### CONTINUING DISCLOSURE UNDERTAKING

SECTION 14.1. Continuing Disclosure. The Chief Financial Officer of the Calcasieu Parish School Board, as governing authority of the District, is hereby empowered and directed to execute an appropriate the Continuing Disclosure Certificate (substantially in the form set forth in Appendix D of the Official Statement issued in connection with the issuance and sale of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

ADOPTED AND APPROVED on this 12<sup>th</sup> day of January, 2021.

/s/ Billy Breaux

BILLY BREAU, 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.)

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

/s/ Billy Breaux

BILLY BREAU, President  
Calcasieu Parish School Board

ATTEST:

/s/ Karl Bruchhaus

KARL BRUCHHAUS, Secretary  
Calcasieu Parish School Board

STATE OF LOUISIANA

PARISH OF CALCASIEU

**Summary:**

A School Board committee has for years reviewed the Code of Conduct, and has made recommendations to staff and to the Board for revision of discipline policies. Act 48 of the 2020 Second Extraordinary Session of the La. Legislature requires adoption of discipline provisions for students receiving virtual instruction, and mandates other changes to school discipline procedure. Act 48 further mandates convening of a meeting of a Discipline Policy Review Committee to update certain discipline policies and procedures. The Committee members were appointed as required by La. R.S. 17:416.8, and they have met and have recommended changes to policies BD on School Board Policy, JD on Discipline, JDD on suspension, and JDE on Expulsion, as well as adoption of an Addendum to the Code of Student Conduct. These policy revisions were in the committee's report to the Board. The agenda items we have before us address action needed to assure compliance with R.S. 17:416.8 and Act 48.



## STUDENT DRESS CODE

Guidelines for acceptable, normal, good grooming should be taught and enforced in the home by the parents as part of their responsibility in training their children for responsible citizenship.

All students are expected to be responsible in their dress and grooming by avoiding extremes and manifesting self-discipline with regards to these regulations. Cooperation of parents is expected.

The policy of the Calcasieu Parish School Board shall be that no mode of attire shall be considered proper for school wear that distracts or disrupts classroom and school decorum. The School Board feels it is the responsibility of each student to use good judgment in one's total appearance so that the attention of others is not distracted from the purpose of school. Cleanliness shall be a basic consideration. For health and safety reasons, students must wear shoes to school.

In questions regarding student dress and grooming, the principal or his/her designee of each school shall make the final decision as to what is considered proper or improper dress according to the guidelines provided.

### NOTIFICATION

The School Board shall notify the parent or guardian of each student of the dress code specifications and their effective date.

If the School Board modifies the existing uniform policy, it shall notify, in writing the parent or guardian of each student of the policy adoption or uniform policy modification at least sixty (60) days prior to the effective date of the new or revised policy. Each school shall display any uniform selected for a reasonable period prior to the proposed effective date for wearing of the uniform.

However, nothing shall prohibit the School Board from requiring a new or revised dress code or uniform policy without the required notice in the event of an emergency. For the purposes of this policy, *emergency* shall mean an actual or imminent threat to health or safety which may result in loss of life, injury, or property damage.

### BODY ARMOR

It shall be unlawful and against School Board policy for any student or non-student to wear or possess on his/her person, at any time, body armor on any School Board property, school campus, at a school-sponsored function, on a school bus or other school transportation, or in a firearm-free zone, with limited exception as enumerated in La. Rev. Stat. Ann. §14:95.9. School-sponsored functions shall include, but not be

limited to, athletic competitions, dances, parties, or any extracurricular activities. A firearm-free zone means any area within one thousand feet of any school campus and within a school bus.

*Body armor* shall mean bullet-resistant metal or other material intended to provide protection from weapons or bodily injury.

The School Board shall notify all students of the provisions of this policy.

### SCHOOL UNIFORMS

Students attending Pre-K-12 schools in Calcasieu Parish shall be required to wear official school uniforms. Uniforms shall be the same for all schools, as follows:

- X Uniform shirts will be white, hunter green or navy blue polo/golf style shirts (short or long sleeves with a collar) or shirts that button down the front with a collar. No emblem, logo, decoration, or decorative trim is allowed. High school and middle school administrators have the option to choose a uniform shirt in one of the school's colors.
- X White, hunter green or navy blue, turtlenecks with no emblem, logo, decoration, or decorative trim are acceptable. Turtlenecks can be worn separately or under uniform shirt.
- X T-shirts (solid white, hunter green, or navy blue) will be allowed under the uniform shirt.
- X Spirit shirt/club shirt may be worn on day/s determined by the school administrator.
- X Administrators may option to have students wear the official school logo on the school's designated shirt.
- X Shirts must be tucked in at all times.
- X Khaki (shades may vary) or navy blue pants, skirts, shorts, skorts, or jumpers must be uniform style and color (no blue jeans, no corduroy or wind-suit materials, no sweat pants, no stretch pants or leggings, no spandex, no baggy pants, no bell-bottoms, no carpenter or cargo styles, no hip-huggers, no side-knee pockets). Emblems, logos, or decorations are not allowed.
- X Shorts and skorts must measure (front and back) no shorter than three inches above the knee and no longer than mid-knee. Skirts and jumpers must measure no shorter than three inches above the knee.

- X Belts should be black, brown, navy blue, hunter green, or khaki with no emblem, logo or decoration and must be worn with slacks and shorts that are designed to have belt loops. Belts must be visible and worn around the waist. Belts are optional for pre-k, kindergarten, and first grade students.
- X Socks (or stockings for girls) are required and should be hunter green, navy blue, khaki, black, or white with no emblem, logo or decoration and must cover ankle and be visible. Middle and high school students are not required to wear socks or stockings with sandals.
- X Appropriate shoes must be worn and not include thongs. Sandals are not allowed in elementary grades.
- X Acceptable outerwear for classroom is limited to include sweater, sweater vest, sweatshirt, and light jacket. During class time, jackets are to remain open, not zipped or buttoned. Colors for classroom outerwear include khaki, navy blue, hunter green and white. No emblem, logo, or decoration is allowed on classroom outerwear. The uniform shirt must be worn under outerwear.
- X Heavy coats and jackets worn to and from school and/or outdoors are not restricted, but recommended to colors of navy blue, white, khaki and hunter green.
- X No headwear shall be worn on campus with the exception of knit caps in extremely cold weather.

Other Dress Code Regulations:

- X Prohibited items include bandannas, hair rollers, extremes in hair styles, psychedelic hair colors, lines, letters, or designs shaved in the head.
- X Sunglasses, nose rings, visible body piercing, and excessive or inappropriate jewelry are prohibited.
- X Prohibited items include excessive and inappropriate makeup, painted faces, inappropriate tattoos, and stick-on tattoos.
- X Clothing worn is not to be suggestive or indecent.
- X Clothing, jewelry, and general appearance are not to be of the type that would cause a disturbance or distract or interfere with the instructional programs.

- X Clothing, jewelry, and general appearance are to be such as not to constitute a health or safety hazard.

Principals may declare spirit or club days and allow students to wear school spirit shirts, or dress up days (i.e., when school pictures are scheduled) or allow students to wear other uniforms such as Boy Scouts, Girl Scouts, cheerleaders, band, chorus, etc. Other questions about uniforms should be referred first to the school authorities, then to the central office staff.

### DRESS CODE VIOLATIONS

All Pre-K B 12 schools in Calcasieu Parish shall strive to achieve full compliance of the *Dress Code Policy* and should resort to disciplinary measures only when positive measures fail. Students who violate the dress code shall be disciplined in accordance with the *Student Code of Conduct*.

A student enrolled in grades prekindergarten through five shall not be suspended or expelled from school or suspended from riding on any school bus for a uniform violation that is not tied to willful disregard of school policies.

### EXEMPTIONS

Parent(s) or guardian(s) may request an exemption from the *School Uniform Policy* by submitting a written request to the school principal. Exemptions may be granted for religious reasons, medical reasons, or other justifiable reasons.

Revised: June, 1999  
 Revised: May, 2000  
 Revised: September, 2000  
 Revised: September, 2001  
 Revised: July, 2002  
 Revised: December, 2008

Revised: August, 2010  
 Revised: December 8, 2015  
 Revised: June 14, 2016

Ref: Scott v. Board of Education, 304 N.Y.S. 2d 601 (1969); Karr v Schmidt, 460 F 2d 609 (1972); La. Rev. Stat. Ann. ' §14:95.9, 17:81, 17:416.7; Board Minutes, 5-4-

99, 6-1-99, 2-1-00, 5-7-02, 6-4-02, 4-21-09, 10-5-10, 12-8-15, 6-14-16.

# Dress Code Expectations

Calcasieu Parish School Board expects the dress code policy will support a positive school culture by identifying attire that promotes school safety and student health. In all cases, the school principal shall inform the student, parent, and school community about the school dress code. All students and parents are expected to follow the written policy.

The policy of the Calcasieu Parish School Board shall be that no mode of attire shall be considered proper for school wear that distracts or disrupts classroom and school decorum. The School Board feels it is the responsibility of each student to use good judgment in one's total appearance so that the attention of others is not distracted from the purpose of school. Cleanliness shall be a basic consideration. For health and safety reasons, students must wear shoes to school.

**Questions about the school Dress Code Policy should be referred first to the school principal or other school authority.** Individuals who still have questions about a school's Dress Code Policy can contact the Calcasieu Parish School Board's Office at (337) 217-4150 ext 1501.

## School Dress Code

Students attending all public Pre-K-12 schools in Calcasieu Parish shall adhere to the following official school dress code:

Uniform shirts will be white, hunter green or navy-blue polo/golf style shirts (short or long sleeves with a collar) or shirts that button down the front with a collar. No emblem, logo, decoration, or decorative trim is allowed. School Administrators have the option to choose a uniform shirt in one of the school's colors.

White, hunter green or navy-blue turtlenecks with no emblem, logo, decoration or decorative trim are acceptable. Turtlenecks can be worn separately or under uniform shirt.

Covering is defined as a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears, or is wrapped around the lower face including nose and mouth. In addition to face coverings, students may wear a plastic face shield that covers eyes, nose and mouth.

~~Subject to principal approval, face coverings for Pre-K to 5<sup>th</sup> grade may wear personnel face coverings. Face coverings for 6<sup>th</sup> to 12<sup>th</sup> grade must be solid colors, no patterns, with no writing, no emblems, no logos, no decorations or decorative trims, exception being a school issued face covering with the official school logo or school colors.~~

**ace coverings do not have to be designated colors, but should be school appropriate and not derogatory, offensive, political in nature, or distracting to the school environment, is determined by school administration.** (8/11/20 Update)

. T-shirts (solid white, hunter green or navy blue) will be allowed under uniform shirt.

. Spirit shirt/club shirt may be worn on day(s) determined by the school administrator.

. School administrators have the option to allow students to wear a school issued T-shirt or face covering with the official school logo or school colors.

. Shirts must be tucked in **at all times**.

. Khaki (shades may vary) or navy-blue pants, skirts, shorts, skorts, or jumpers must be uniform style and color. No blue jeans, no corduroy or wind-suit materials, no sweatpants, no stretch pants or leggings, no spandex, no baggy pants, no bell-bottoms, no carpenter or cargo styles, no hip-huggers, no side-knee pockets. Emblems, logos, or decorations are not allowed. Shorts and skorts must measure (front and back) no shorter than **three inches** above the knee and no longer than mid-knee. Skirts and jumpers must measure no shorter than **three inches** above the knee.

. Belts should be black, brown, navy blue, hunter green, or khaki with no emblem, logo or decoration and must be worn with slacks and shorts that are designed to have belt loops. Belts must be visible and worn around the waist. Belts are optional for pre-k, kindergarten, and first grade students.

0. Socks (or stockings/tights for girls) are required and should be hunter green, navy blue, khaki, black or white with no emblem, logo or decoration and must cover the ankle and be visible. Middle and High School students are not required to wear socks or stockings with sandals.

1. Appropriate shoes must be worn at all times. Flip Flops are not allowed. Sandals are not allowed in elementary grades.

2. Acceptable outerwear for classroom is limited to include sweater, sweater vest, sweatshirt, and light jacket. During class time, jackets are to remain open, not zipped or untied. Colors for classroom outerwear include khaki, navy blue, hunter green and white. No emblem, logo, or decoration is allowed on classroom outerwear. The uniform shirt must be worn under outerwear.

3. Heavy coats and jackets worn to and from school and/or outdoors are not restricted, but recommended colors of navy blue, white, khaki and hunter green .

4. ~~No headwear shall be worn on campus~~ with the exception of knit caps in extremely cold weather.

5. Wearing dress or attire signifying gang affiliations is strictly prohibited on campus and at school-related activities.

6. Body Armor (bullet-resistant metal or other material intended to provide protection from weapons or bodily injury) is prohibited.

**Bullet-Resistant Backpacks** – students are permitted to wear, carry, or possess a backpack on school property or a school bus that has bullet-resistant metal or other material intended to provide protection from weapons or bodily injury.

**Other Dress Code Expectations**

1. Prohibited items include bandannas, hair rollers, extreme hairstyles, psychedelic hair colors, lines, letters, or designs shaved in the head.
2. Sunglasses, nose rings, visible body piercing, and excessive or inappropriate jewelry are prohibited.
3. Prohibited items include excessive and inappropriate makeup, painted faces, inappropriate tattoos and stick-on tattoos are prohibited.
4. Clothing worn is not to be suggestive or indecent.
5. Clothing, jewelry, and general appearance shall not be of the type that would cause a disturbance, distract or interfere with the instructional programs.
6. Clothing, jewelry, and general appearance shall not be such as to constitute a health or safety hazard.

Principals may declare spirit or club days and allow students to wear school spirit shirts, or dress up days (i.e., when school pictures are scheduled) or allow students to wear other uniform attire such as uniforms or special dress for Boy Scouts, Girl Scouts, athletes, cheerleaders, band, chorus, etc.

Guidelines for any other dress code attire not addressed by the Dress Code Expectations will be at the discretion of the school's administration.

Other questions about dress code should be referred first to the school authorities, then to the central office staff.

**DRESS CODE VIOLATIONS:**

All Pre-K through 12 schools in Calcasieu Parish shall strive to achieve full compliance of the *Dress Code Policy* and should resort to disciplinary measures only when positive measures fail.

**Students who violate the dress code shall be disciplined in accordance with the Student Code of Conduct.**

**A student enrolled in grades prekindergarten (Pre-K) through five (5) shall not be suspended or expelled from school or suspended from riding on any school bus for a uniform violation that is not tied to willful disregard of school policies.**

**Staff will direct students to correct inappropriate attire that can be immediately corrected with no further action.**

# Guidelines for Dress Code Calcasieu Parish Employees, Including Substitutes (July 2010)

## Acceptable

**WOMEN:** sleeveless dresses or tops  
undergarments must be worn & not showing  
pants (belt, if loops), pantsuits  
skirts/dresses/jumpers/culottes/split skirts  
(no shorter than 2" above knee)  
cropped pants/capris  
blazer or jacket, optional  
School Related tee-shirts  
shirts (blouses must be tucked in **or** at an  
appropriate length so as not to expose the  
midriff at any time)

## Unacceptable

bare midriff shirts or tops, spaghetti straps or  
tank tops  
\*\*see-thru or tight-fitting tops/pants/skirts  
blue denim jeans (except on designated "spirit" or  
"casual" days)  
stonewashed/faded/frayed/holes in jeans  
windsuits/sweatsuits/jogging suits/overalls  
shorts/skorts  
leggings/tights/spandex (as pants)  
low necklines/suggestive clothing  
tee shirts  
no visible body piercing/facial piercing  
(except ears)  
\*\*distracting tattoos  
thong flip flops/crocs/shower shoes/slippers  
caps (indoors)

## Acceptable

**Men** slacks/trousers/dress pants (belt, if loops, or  
suspenders worn at waist)  
shirts: polo, oxford, sweater  
blazer, jacket or ties optional  
School related tee-shirts

## Unacceptable

sleeveless shirts /tank tops  
tee shirts  
blue denim jeans (except on designated "spirit" or  
"casual" days)  
stonewashed/faded/frayed/holes in jeans  
windsuits/sweatsuits/jogging suits/overalls  
shorts  
\*\*tight fitting tops/pants  
no visible body piercing/facial piercing  
(except ears)  
\*\*distracting tattoos  
caps (indoors)

## \*\* DISCRETION OF SUPERVISOR

**EXCEPTIONS** "Spirit" or "casual" day as announced or designated by the principal.  
T & I teachers or agriculture and industrial arts may wear denim jeans.  
Scrubs may be worn only by those working with medically-impaired students and  
Pre-K, Kindergarten and Headstart teachers and aids.

## P.E.

<p><b>TEACHERS</b> windsuits walking shorts/coaching shorts (no shorter than 2" above the knee)</p>	<p>stretch shorts/short shorts tee shirts</p>
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**EXCEPTIONS** Instructors' attire acceptable in gym and during P.E. classes  
If a P.E. instructor teaches any other class during the day, he/she will change clothes or cover clothing.  
"Spirit" or "casual" day as announced or designated by the principal

**SUPPORT**

**PERSONNEL** All support personnel will dress according to their job description requirements with approval of the school principal/immediate supervisor.

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

Cafeteria workers will follow the policy designed by Food Service.

**EXCEPTIONS** Bus Drivers/bus aides may wear jeans or knee-length shorts with tee shirts due to the heat. They must wear shoes which are secured to the feet by either ties or straps.  
Custodial employees may wear jeans and tee shirts during the school year.  
Tee shirts may not have profane/suggestive/obscene language or pictures or advertising of alcohol, drug paraphernalia or illegal substances or political in nature  
Warehouse, custodial and maintenance employees must wear close-toed shoes, knee length shorts are optional during summer months.

### **Consequences for Dress Code Violations**

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

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

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

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

The Calcasieu Parish School Board Discipline Policy Review Committee Meeting was held at 600 S. Shattuck Street, Lake Charles, Louisiana, on Thursday, January 14, 2021, at 2:30 p.m. in the Elementary Training Room. The meeting was moved from its previously scheduled location, 3310 Broad Street, Lake Charles, Louisiana, due to a power outage at the Broad Street address. Notice of the change of location was posted at the Broad Street address.

The meeting was called to order by Annette Ballard, Chairperson, at 2:30 pm

## **ROLL CALL**

The roll was called by Jeanice Biondini and the following members were present: Jeanice Biondini, Willona Jackson, Richard Nunez, Rozonda Landry, Crystal Baggett, Kathy Leblanc, Eric McDonald, Annette Ballard, and Mary Bass.

Mr. Belfour explained that the purpose of the meeting was to review possible revisions to a number of policies to address the requirements of Act 48. This Act required revisions to School Board discipline procedures and added requirements for discipline of students who are receiving virtual instruction.

Agenda Item 1.A. Policy BD – School Board Policy. La. R.S. 17:416.8 requires the establishment of a Discipline Policy Review Committee. Policy BD has been revised to reflect this mandate.

Agenda Item 1.B. JDD – Suspension of Students. The School Board is required by Act 48 to permit an appeal to the full Board by a student whose recommendation for expulsion has been reduced to a suspension. Prior law and School Board Policy did not permit such an appeal. Policy JDD has been revised to follow Act 48's requirement.

Agenda Item 1.C. JD – Discipline. The School Board is required to update its discipline policies and procedures relative to conduct that occurs at home or other locations which are not on school property when a student is participating in virtual instruction. Policy JD has been revised to address the changes mandated by Act 48.

On motion by Richard Nunez, and seconded by Crystal Baggett, the committee recommended approval of the changes to policies BD, JDD, and JD by unanimous vote.

Agenda Item 1.D. JDE – Expulsion. Policy JDE has been revised to provide for the right of a student whose recommendation for expulsion has been reduced to a suspension to appeal to the School Board, per the requirements of Act 48.

On motion by Willona Jackson and seconded by Richard Nunez, the committee recommended approval of the changes to policy JDE by unanimous vote.

Agenda Item 2.A. Addendum to CPSB Student Code of Conduct. The Addendum informs students/parents of student conduct expectations during virtual instruction, and of the revisions to discipline appeal procedures. The Addendum will be distributed to students/parents and posted on the School Board's website. On motion by Kathy Leblanc and seconded by Richard Nunez, the committee recommended amendment of the Addendum to provide that the Student Code of Conduct provisions on appeal of suspensions be revised to comply with the requirements of Act 48.

On motion by Mary Bass and seconded by Rozonda Landry, the committee recommended approval of the Addendum by unanimous vote.

### **ADJOURN MEETING**

On a motion to adjourn by Willona Jackson and a second by Crystal Baggett, the meeting was adjourned at 2:55 p.m. on a unanimous vote.

### **DISCIPLINE POLICY REVIEW COMMITTEE MEMBERS**

Shiela Pizzalotto	Michelle Evans	Kathy LeBlanc
Kimberly Wimberley	Lauren Chatman	Susan Prejean
Cassandra Austin	Crystal Baggett	Willona Jackson
Richard Nunez	Mary Bass	Eric McDonald
Annette Ballard	Jeanice Biondini	Michael Cuba
Razonda Landry		

## SCHOOL BOARD POLICY

The Calcasieu Parish School Board shall formulate policies to guide the action of those to whom it delegates authority. These guides shall constitute the policies governing the operation of the school district. They shall be recorded in writing and made a part of the official School Board Policy Manual.

The formulation and adoption of School Board policies shall constitute one method by which the School Board shall exercise its leadership in the operation of the school district. When establishing School Board policies, the School Board shall prioritize student achievement, financial efficiency, and workforce development on a local, regional, and statewide basis. The study and evaluation of reports concerning the execution of its written policies shall constitute the basic method by which the School Board shall exercise its control over the operation of the school district.

The policies of the School Board are meant to be interpreted in terms of Louisiana laws, rules and regulations of the Louisiana Board of Elementary and Secondary Education, and all other regulatory agencies within the local parish, state, and federal levels of government.

### POLICY ADOPTION

Any change in or addition to School Board policy to be considered by the School Board shall be subject to the following:

1. Any item which constitutes a new policy to be considered by the School Board shall be clearly indicated on any Committee or School Board agenda as a "proposed policy revision."
2. A committee may discuss and take action regarding the item at a regular or special committee meeting, and recommend that the School Board take appropriate action at a subsequent Board meeting.
3. The School Board may discuss and take appropriate action regarding the item at a regular or special called meeting; however, except as permitted below, any resolution or other action approved by the School Board regarding said item shall be deferred for final adoption until the meeting of the School Board immediately following the meeting at which the policy change first appeared on the agenda. A proposed policy change and/or addition that is amended prior to final adoption may be adopted by a **two-thirds** vote or be deferred for final action until the next regular School Board meeting.
4. A change in policy may also be adopted without deference by a vote of **two-**

*thirds* of the members present and voting at a regular or special meeting.

The formal adoption of School Board policies shall be recorded in the minutes of the School Board. The official minutes shall constitute the authority for any change made in the Policy Manual.

The School Board is recognized as the legal body authorized to approve policies for the School District, and shall not delegate or relinquish that authority to another party or group. The School Board welcomes comments and suggestions on local policy matters, and will comply with all laws addressing proper involvement of other parties in the policy process.

#### POLICY REVIEW

The School Board shall periodically direct the systematic review of its policies. The Superintendent shall appropriately involve representative groups of administrators, teachers, supervisors, students, support personnel and lay citizens relative to policies affecting each group.

The School Board shall ~~appoint~~ establish a *discipline policy review committee* ~~selected as required by state law in accordance with La. Rev. Stat. Ann. §17:416.8 whose selection of members shall be neither discriminatory nor arbitrary in nature.~~ The purpose of the discipline policy review committee shall be to review discipline policies of the School Board to assure consistency with state law, receive input into the effectiveness of established policy, and make recommendations to improve policy provisions, and to assist the School Board in the orderly operation of the school district. In particular, state law requires a policy review committee to review the School Board's student discipline policies annually to make recommendations for appropriate revisions.

A public hearing shall be held on recommendations to improve policy revisions and to assist the School Board in the orderly operation of the school district before the School Board considers revising any of the discipline policies. State law also requires the administrators, teachers and parents of each public school to meet annually and develop or review the discipline regulations for their school and assure compliance with School Board policy and state law.

#### POLICY DISSEMINATION

The School Board shall direct the Superintendent to establish and maintain an orderly plan for disseminating School Board policies and administrative rules and regulations.

School Board policies and administrative rules and regulations shall be made accessible to all employees of the School District directly or indirectly affected by those policies. School Board policies and administrative rules and regulations shall also be made accessible to members of the School Board, students and members of the community

served by the School District.

#### SUSPENSION OF POLICY

The operation of policy or section of policy not established by law or contract may be temporarily suspended by a *majority vote of School Board members present and voting* at a regular or special meeting.

#### ADMINISTRATION IN ABSENCE OF POLICY

In cases where action must be taken within the school system where the School Board has no formalized policy statement, the Superintendent shall have the power to act. His or her decisions, however, shall be subject to review by action of the School Board at its regular meeting. It shall be the duty of the Superintendent to inform the School Board promptly of such action and of the need for policy if in his or her best judgment, a need for such policy exists.

Revised: June, 1993  
Revised: August, 1994  
Revised: August, 1999  
Revised: July, 2012  
Revised: November, 2020

Ref: Constitution of Louisiana, Art. VI, Sec. 10; La. Rev. Stat. Ann. §§17:81, 17:416.8;  
Board minutes 4-15-86, 6-1-93; Board minutes, 10-2-12.

## **DISCIPLINE**

It is the purpose of the Calcasieu Parish School Board to operate the schools in a manner that will provide an orderly process of education and that will provide for the welfare and safety of all students who attend these schools. The school's primary goal is to educate, not discipline; however, when the behavior of the individual student comes in conflict with rights of others, corrective actions may be necessary both for the benefit of that individual and the school as a whole.

Every teacher and other school employees in the public school system shall endeavor to hold each student to a strict accountability for any disorderly conduct in school, or on the playgrounds of the school, on any school bus, on the street or while going to or returning from school, during intermission or recess, or at any school sponsored activity or function. To assist the teacher, the School Board shall establish regulations for the use of disciplinary measures within the schools and continually monitor and appraise their usefulness. Discipline shall be administered uniformly, consistently, and in a nondiscriminatory manner.

Principals shall have both the authority and the duty to take disciplinary action whenever the behavior of any student (s) materially interferes with or substantially disrupts the maintenance of a proper atmosphere for learning within the classroom or other parts of the school. However, no student shall be disciplined in any manner by the School Board or school administrator, teacher, or other school employee for the use of force upon another person when it can be reasonably concluded that the use of such force more probably than not was committed solely for the purpose of preventing a forcible offense against the student or a forcible offense provided that the force used must be reasonable and apparently necessary to prevent such offense. A student who is the aggressor or who brings on a difficulty cannot claim the right stated above to defend himself/herself.

Each teacher may take disciplinary action to correct a student who engages in bullying, who disrupts normal classroom activities, who is disrespectful to a teacher, who willfully disobeys a teacher, who uses abusive or foul language directed at a teacher or another pupil, who violates school rules, or who interferes with an orderly education process. The disciplinary action taken by the teacher shall be in accordance with such regulations and procedures established by the Board.

### VIRTUAL INSTRUCTION

The Board has made virtual classes available to students in response to the COVID-19 pandemic. Such virtual instruction may be continued thereafter and when school is closed due to inclement weather, disasters, and other emergencies. The provisions of this Policy and those of all student handbooks and codes of conduct shall be applicable to misconduct, whether on-campus, during virtual instruction, on a school bus, on the streets to and from school, or at a school event or activity.

The School Board has extended its on-campus conduct expectations to the virtual classroom, with a few modifications that factor in the home setting. Conduct that is unacceptable and which would lead to the imposition of discipline in the regular classroom is typically unacceptable in the virtual classroom as well. Regardless of the model of instruction, student conduct is governed by La. R.S. 17:416 and the Student Code of Conduct and/or Student Handbook. At the same time, for alleged misconduct which occurs during virtual instruction, school-based administrators shall consider the need for maintaining order and appropriate conduct, the school's interest being impacted, and the student's and family's right to privacy and constitutional rights while at home or in a location that is not school property.

A student and his family shall not waive their constitutional rights by electing virtual instruction. At the same time, students engaging in virtual instruction shall insure that, prior to logging into and during any virtual classroom, the view from their location is free of any object, writing, picture, or other display which, if possessed on school buses, in the classroom, or on school property, would subject the student to disciplinary action.

Students are cautioned that the virtual classroom is for instruction and for engaging with peers and teachers for educational purposes. Students must not handle or display items, toys, messages, images, or personal property or engage in conduct unrelated to the lessons taking place. Students who engage in conduct in the virtual classroom that violates the Student Code of Conduct and this Virtual Discipline Policy may be subject to discipline in accordance with the Student Code of Conduct and this Policy.

The following non-exclusive list of behaviors are prohibited in the virtual classroom and may result in disciplinary action:

- Bullying and/or cyberbullying
- The use of harassing or discriminatory language
- Use of obscene language, profanity, inappropriate language, writing or drawings
- Displaying obscene gestures, drawings, images, audios, videos, etc.
- Displaying pornography or nudity whether in a printed or digital context
- Committing lewd or sexual acts or simulations<sup>1</sup>
- Repeated disruptions of the classroom
- Display of nudity, indecent dress, disrobing, etc.
- Exhibiting disrespect for the teacher or other school personnel

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<sup>1</sup> School and/or district officials may be required, as mandatory reporters, to alert local law enforcement and/or the Department of Children and Family Services if they observe conduct, messages, images, or objects that raise legitimate concern for the safety and well-being of students in the virtual classroom. This may include students handling weapons in the virtual classroom, even if it is subsequently learned that the weapon is a toy or facsimile, as it is not always possible to determine remotely whether the weapon is real or not.



- Interference with the instructional audio or video
- The handling or display of weapons or facsimile weapons
- Use or display of drugs, alcohol, tobacco, or vaping devices
- Cheating on assignments, *ie.* sharing work, answers, etc.
- Divulging confidential information
- Violation of computer/password security
- Violations of the Board's/School's Acceptable Use Policy or Device Contract

The context in which student behavior occurs is important, however, and will be taken into consideration by School and District administrators in determining whether there has been a violation of the Code of Conduct. As with all other forms of misconduct, the level of discipline, if any, for violations in a virtual setting will depend upon the age of the student, seriousness of the offense, the disruptive nature of the misconduct, whether the conduct involved violence or the threat of violence, whether the misconduct impacted the safety or orderly environment of the classroom, the student's prior disciplinary record, etc.

#### STUDENT REMOVAL FROM CLASSROOM

A student may be immediately removed from a classroom by the teacher and placed in the custody of the principal or designee if the student's behavior prevents the orderly instruction of other pupils, poses an immediate threat to the safety of students or the teacher, when a student exhibits disrespectful or threatening behavior toward a teacher such as using foul or abusive language or gestures directed at or threatening a student or teacher, when a pupil violates the school's code of conduct, or when a student exhibits other disruptive, dangerous, or unruly behavior, including inappropriate physical contact, inappropriate verbal conduct, sexual or other harassment, throwing objects, inciting other students to misbehave, or destroying property. The student should not be kept out of school past the suspension period imposed by the principal.

A student removed from the classroom shall be assigned schoolwork missed and shall receive either partial or full credit for such work, upon the recommendation of the student's teacher, if it is completed satisfactorily and timely as determined by the principal or his/her designee.

Any student removed from class in kindergarten through grade 6 shall not be permitted to return to class for at least thirty (30) minutes unless agreed to by the teacher. A student removed from class in grades 7 through 12 shall not be permitted to return to class during the same class period, unless agreed to by the teacher initiating the disciplinary action.

Whenever a teacher is struck by a student, the student, in addition to any other discipline given, shall be permanently removed from the teacher's classroom, unless the teacher objects, or unless the principal, with the concurrence of the building level committee, finds the striking incident to be entirely inadvertent.

Upon the student being removed from class and sent to the principal's office, the principal

or designee shall conduct a counseling session with the student to discuss the particular misconduct. Once removed, the student shall not be readmitted to the classroom until the principal has implemented one of the following disciplinary measures:

1. In-school suspension
2. Detention
3. Suspension
4. Initiation of expulsion hearings
5. Assignment to an alternative school
6. Requiring the completion of all assigned school and homework which would have been assigned and completed by the student during the period of suspension.
7. Any other disciplinary measure authorized by the principal with the concurrence of the teacher or building level committee.

For purposes of this section, *classroom* shall include on-campus or virtual classes.

#### PARENTAL NOTIFICATION

The principal or his/her designee shall provide oral or written notification to the parent or legal guardian of any student removed from the classroom. Such notification shall include a description of any disciplinary action taken.

When a student has been removed from a classroom, the teacher may require the parent, tutor, or legal guardian of the student to have a conference with the teacher in the presence of the principal or his or her designee before the student is readmitted. Upon the student's *third* removal from the same classroom, the teacher and principal shall discuss the pupil's disruptive behavior and contemplated disciplinary measures to be taken before the principal implements such measures. If appropriate, a referral may be made to the building level committee. In addition, a conference between the teacher or other appropriate school employee and the student's parent, tutor, or legal guardian shall be required prior to the student being readmitted. If the disruptive behavior persists, the teacher may request that the principal transfer the student into another setting.

#### PARENT CONFERENCES

In any case where a teacher, principal, or other school employee is authorized to **require** the parent, tutor, or legal guardian of a student to attend a conference or meeting regarding the student's behavior, and after notice, the parent, tutor, or legal guardian willfully refuses to attend, the principal, or his/her designee, shall file a complaint, in accordance with statutory provisions, with a court exercising juvenile jurisdiction. *Notice* of the conference, specifying the time and date of the conference, shall be given by contacting the parent, tutor, or legal guardian by telephone at the telephone number shown on the student's registration card or by sending a certified letter to the address shown on the student's registration card.

### REPORTS TO PRINCIPAL

Any teacher or other school employee may report to the principal any student who acts in a disorderly manner or is in violation of school rules, or any misconduct or violation of school rules by a student who may or may not be known to the teacher or employee. Incidents of alleged discipline violations shall be reported on the *School Behavior Report/School Bus Behavior Report* form provided by the Louisiana Department of Education. The forms shall be submitted in accordance with procedures outlined by the School District, the Superintendent, and school system personnel. The principal shall review and act upon such information submitted, to determine if suspension or other disciplinary action is necessary.

Should the principal fail to act on any report of misconduct or school violation, he/she shall explain the reasons for doing so to the Superintendent or his/her designee and to the teacher or school employee, student, parent, or legal guardian reporting the violation.

### DELINQUENT STUDENTS

Students who regularly disrupt the normal school environment shall be considered as delinquent and may be reported by appropriate school personnel to the juvenile court. Any student that exhibits disruptive behavior, an incorrigible attitude, or any other discipline problems in general may be recommended by the principal for expulsion, assignment to an appropriate alternative educational placement, or transfer to adult education if the student is:

1. Seventeen (17) years of age or older with less than five (5) units of credit toward graduation;
2. Eighteen (18) years of age or older with less than ten (10) units of credit toward graduation; or
3. Nineteen (19) years of age or older with less than fifteen (15) units of credit toward graduation.

### RECUSAL OF ADMINISTRATOR IN DISCIPLINE MATTERS

Any school administrator or administrator's designee who is required to make a recommendation, decide an issue, or take action in a matter involving the discipline of a student shall recuse himself/herself whenever a member of the immediate family of the administrator or administrator's designee is involved in any manner in the discipline matter. In case of recusal, the action to be taken shall be done so by the Superintendent or an impartial designee of the Superintendent.

*Immediate family* means the individual's children, brothers, sisters, parents, and spouse

and the children, brothers, sisters, and parents of the spouse.

### DISCIPLINE OF STUDENTS WITH DISABILITIES

Discipline of students with disabilities shall be in accordance with applicable state or federal law and regulations.

### DEFINITIONS

*Suspension* shall mean that student is temporarily prohibited from participating in his/her usual placement within school. This usually involves temporary removal from school.

*In-school suspension* shall mean (1) student is removed from his/her usual classroom placement to an alternative educational placement for a minimum of one complete school day, and (2) no interruption of services occurs. (An *alternative educational placement* may be located on or off the school site, provided that the student continues to receive instructional services and remains under the supervision of school personnel or their designees.)

*Detention* shall mean activities, assignments, or work held before the normal school day, after the normal school day, or on weekends. Failure or refusal by a student to participate in assigned detention shall subject the student to immediate suspension. Assignments, activities, or work which may be assigned during detention include, but are not limited to, counseling, homework assignments, behavior modification program, or other activities aimed at improving the self-esteem of the student.

*Expulsion* shall mean the removal of a student from school for at least one school semester.

*In-school expulsion* shall mean (1) Student is temporarily removed from his/her usual classroom placement to an alternative educational placement for a period of time specified by the Office of Child Welfare and Attendance, and (2) no interruption of instructional services occurs. (An *alternative educational placement* may be located on or off the school site, provided that the student continues to receive instructional services and remains under the supervision of school personnel of their designees.)

*Virtual instruction* means instruction provided to a student through an electronic delivery medium, including, but not limited to, electronic learning platforms that connect to a student in a remote location to classroom instruction.

Revised: December, 1990  
Revised: December, 1992  
Revised: November, 1993  
Revised: August, 1994  
Revised: September, 1997

Revised: August, 1999  
Revised: August, 2003  
Revised: September, 2009  
Revised: November, 2012  
Revised: November, 2020

FILE: JD  
Cf: BD, IDDF, IHAD, JBE  
Cf: JCD, JD-R, JDD, JDE

Ref: 42 USCA 12112 et seq. (*Equal Opportunity for Individuals with Disabilities*); La. Rev. Stat. Ann. §§17:223, 17:224, 17:233, 17:239, 17:252, 17:416, 17:416.1, 17:416.13; Regulations for Implementation of the Exceptional Children's Act, Bulletin 1706, Louisiana Department of Education; Board minutes, 10-14-03, 1-12-10, 2-5-13.

## **SUSPENSION OF STUDENTS**

The Calcasieu Parish School Board recognizes its authority to maintain good order and discipline within the schools of the school district. Therefore, the School Board recognizes the principal's authority to suspend a pupil for a specified period of time in accordance with statutory provisions.

In each case of suspension, the school principal, or his or her designee, prior to any suspension, shall advise the student of the particular misconduct of which he/she is accused as well as the basis for such accusation, and the pupil shall be given an opportunity at that time to explain his/her version of the facts. The principal/designee shall contact the parent, tutor, or legal guardian of the pupil to notify them of the suspension and establish a date and time for a conference with the principal or designee as a requirement for readmitting the pupil. Notice shall be given by contacting the parent, tutor, or legal guardian by telephone at the telephone number shown on the pupil's registration card, or by sending a certified letter to the address shown on the pupil's registration card. The principal shall promptly advise the Superintendent or designee of all such suspensions, stating the reasons for the suspensions.

Students suspended for more than ten (10) days shall remain under the supervision of the school system using an alternative education program designed to continue the educational process in an alternative educational placement. The student shall be placed in an alternative school or an alternative education program and shall be required to attend and participate in such school, program, or educational services.

No suspended pupil shall be allowed to leave the school premises during the school day until the parent, guardian, or other proper authorities assume responsibility for him/her, unless immediate removal from school due to danger or threat of disruption to academic process is warranted.

If the parent, tutor, or legal guardian fails to attend the required conference within five (5) school days of notification, the truancy laws shall be effective. On not more than one occasion each school year when the parent, tutor, or legal guardian refuses to respond to the notice, the principal may determine whether readmitting the pupil is in the best interest of the pupil. On any subsequent occasions in the same school year, the pupil shall not be readmitted unless the parent, tutor, or legal guardian, court, or other appointed representative responds.

In any case where a teacher, principal, or other school employee is authorized to require the parent, tutor, or legal guardian of a pupil to attend a conference or meeting regarding the pupil's behavior and after notice, the parent, tutor, or legal guardian willfully refuses to attend, the principal or his/her designee shall file a complaint, in accordance with statutory provisions, with a court exercising juvenile jurisdiction.

When a pupil is suspended for a second time within one school year, the principal may require a counseling session be held with the parent and pupil by the school counselor. If no counselor is available, the conference may be held with all the pupil's teachers and the principal or other administrator.

Any student, *after being suspended on three (3) occasions* for committing drugs or weapons offenses during the same school year, **shall upon committing the fourth offense**, be expelled from all the public schools of the system until the beginning of the next regular school year, and the pupil's reinstatement shall be subject to the review and approval of the School Board.

The principal and other appropriate personnel shall be required to file written documentation of all suspensions. Said documentation shall include the circumstances surrounding any suspension, the reason for suspension, and any other pertinent facts concerning the disciplinary action. The principal shall file copies of his/her report with the Superintendent, other appropriate personnel and the parent or guardian and retain a copy for his/her records.

Upon the seizure by any teacher, principal, school security guard, or other school administrator of any firearm, knife, or other dangerous implement which could be used as a weapon or inflict injury, the principal or his or her designee shall be required to report the confiscation to appropriate law enforcement officials.

### Appeal

Any parent, tutor, or legal guardian of a pupil suspended shall have the right to appeal to the Superintendent or his/her designee, who shall conduct a hearing on the merits. If the parent or legal guardian is not present for the hearing after having been properly notified, the hearing may proceed and the results of the hearing shall be mailed to the parent or legal guardian within three (3) school days by certified mail, return receipt requested. The decision of the Superintendent on the merits of the case, as well as the term of suspension, shall be final, reserving to the Superintendent the right to remit any portion of the time of suspension.

### MANDATORY SUSPENSION

#### Firearms, Knives, Other Dangerous Instrumentalities, Drugs

The principal shall be required to suspend a pupil who:

1. is found carrying or possessing a firearm or a knife with a blade two (2) inches or longer, or another dangerous instrumentality, except as provided below under the section entitled *Suspension Not Applicable*; or
2. possesses, distributes, sells, gives, or loans any controlled dangerous substance

governed by state law, in any form.

Additionally, the principal shall immediately recommend the pupil's expulsion to the Superintendent, for the above offenses, except in the case of a student less than eleven (11) years of age in pre-kindergarten through grade 5 who is found carrying or possessing a knife with a blade two (2) inches or longer, the principal may, but shall not be required to recommend the student's expulsion. A student found carrying or possessing a knife with a blade less than two (2) inches in length may be suspended by the school principal, but, in appropriate cases, at a minimum, shall be placed in *in-school suspension*.

The parent or tutor of a pupil who has been recommended for expulsion, but with respect to whom the recommendation is reduced to a suspension, shall have the right to request review by the School Board of such recommendation, or appeal to the parish district court, as appropriate, in accordance with La. Rev. Stat. Ann. §17:416.

#### Assault or Battery of School Employees

Whenever a pupil is formally accused of violating state law or school disciplinary regulations, or both, by committing assault or battery on any school employee, the principal shall suspend the pupil from school immediately and the pupil shall be removed immediately from the school premises without the benefit of required procedures, provided, however, that such procedures shall follow as soon as practicable. The student shall not be readmitted to the school to which the employee is assigned until all hearings and appeals associated with the alleged violation have been exhausted.

#### SUSPENSION NOT APPLICABLE

Suspension of a student shall not apply to the following:

1. A student carrying or possessing a firearm or knife for purposes of involvement in a school class, course, or school approved co-curricular or extracurricular activity or any other activity approved by appropriate school officials.
2. A student possessing any controlled dangerous substance that has been obtained directly or due to a valid prescription or order from a licensed physician. However, such student shall carry evidence of that prescription or physician's order on his/her person at all times when in possession of any controlled dangerous substance which shall be subject to verification.

In addition, school officials, in accordance with statutory provisions, shall have total discretion and shall exercise such discretion in imposing on a pupil any disciplinary actions authorized by state law for possession by a pupil of a firearm or knife on school property when such firearm or knife is stored in a motor vehicle and there is no evidence of the pupil's intent to use the firearm or knife in a criminal manner.



### DRESS CODE VIOLATIONS

A student enrolled in grades prekindergarten through five shall not be suspended from school or suspended from riding on any school bus for a uniform violation that is not tied to willful disregard of school policies.

### CREDIT FOR SCHOOL WORK MISSED

A student who is suspended for ten (10) days or fewer shall be assigned school work missed while he/she is suspended and shall receive either partial or full credit for such work if it is completed satisfactorily and timely as determined by the principal or his/her designee, upon the recommendation of the student's teacher. Each student who has been suspended for ten (10) days or fewer shall receive the missed assignments from each academic teacher. Once the assignments have been issued to the student, the student shall have one (1) school day for each day out due to suspension to complete and submit the work. The teacher shall assess the student's work and the student may receive 100% of the score earned on the assignment.

If a student does not complete the assignment in the allotted amount of time, the student shall receive a zero (0) for the assignments missed due to the suspension.

A student who is suspended for more than ten (10) days and receives educational services at an alternative school site, shall be assigned work by a certified teacher and shall receive credit for school work if it is completed satisfactorily and timely as determined by the teacher. Such work shall be aligned with the curriculum used at the school from which the student is suspended.

### RECUSAL OF ADMINISTRATOR IN DISCIPLINE MATTERS

Any school administrator or administrator's designee who is required to make a recommendation, decide an issue, or take action in a matter involving the discipline of a student shall recuse himself/herself whenever a member of the immediate family of the administrator or administrator's designee is involved in any manner in the discipline matter. In case of recusal, the action to be taken shall be done so by the Superintendent or an impartial designee of the Superintendent.

*Immediate family* means the individual's children, brothers, sisters, parents, and spouse and the children, brothers, sisters, and parents of the spouse.

### SUSPENSION OF STUDENTS WITH DISABILITIES

Suspension of students with disabilities shall be in accordance with applicable state or federal law and regulations.

FILE: JDD  
Cf: IDDG, JBC  
Cf: JCDAB, JD, JDE

Revised: December, 1992  
Revised: August, 1994  
Revised: December, 1995  
Revised: July, 1996  
Revised: September, 1997  
Revised: August, 1999  
Revised: August, 2003  
Revised: August, 2005  
Revised: September, 2006  
Revised: August, 2007

Revised: October, 2009  
Revised: November, 2012  
Revised: July 16, 2013  
Revised: December 8, 2015  
Revised: November, 2020

Ref: La. Rev. Stat. Ann. §§17:223, 17:416, 17:416.1, 17:416.2, 17:416.3; Goss v. Lopez, 95 S. Ct. 729 (1973); Regulations for Implementation of the Exceptional Children's Act, Bulletin 1706, Louisiana Department of Education; Board minutes, 10-14-03, 5-8-06, 2-6-07, 9-4-07, 1-12-10, 7-16-13, 12-8-15.

## EXPULSION

The Calcasieu Parish School Board may expel a pupil from school if an offense committed by the pupil is serious enough to warrant such action or is in violation of state law. Upon the recommendation for expulsion of a pupil by the principal, the Superintendent or his/her designee shall conduct a hearing to determine the facts of the case and make a finding of whether or not the student is guilty of conduct warranting a recommendation of expulsion. Notification of the time, date, and place of the expulsion hearing shall be mailed to the parents. Following the hearing, the Superintendent or his/her designee shall notify the parents of the decision rendered.

At the hearing, the principal and/or teacher concerned may be represented by any person appointed by the Superintendent and the concerned teacher shall be permitted to attend and present any relevant information. Until the hearing, the pupil shall remain suspended.

Upon the conclusion of the hearing and upon finding the student guilty of conduct warranting expulsion, the Superintendent shall determine whether such student shall be expelled and the specified period of expulsion, or if other disciplinary action shall be taken. Unless otherwise stipulated by state statutes, the period of expulsion shall not be less than one school semester and may carry over into the next school year, if necessary. During an expulsion, the Superintendent shall place the student in an alternative school or in an alternative educational placement.

## APPEALS

The parent or tutor of the pupil may, within five (5) days after the decision to expel has been rendered, request the School Board to review the findings of the Superintendent or designee at a time set by the School Board. Such review shall also be available to the parent or tutor of a pupil who was recommended for expulsion but whose discipline was reduced to a suspension. After reviewing the findings of the Superintendent or designee, the School Board may affirm, modify, or reverse the action of the Superintendent or designee.

## EXPULSION INVOLVING FIREARMS

Any student, age sixteen (16) or older, or under sixteen (16) and in grades six (6) through twelve (12), who is found guilty of being in possession of a firearm on school property, on a school bus or in actual possession at a school-sponsored event, pursuant to a hearing, shall be expelled from school for a minimum period of four (4) complete school semesters and shall be referred to the district attorney for appropriate action.

Any student in kindergarten through grade five (5) who is found guilty of being in possession of a firearm on school property, on a school bus, or in actual possession at a school-sponsored event, pursuant to a hearing, shall be expelled from school for a minimum period of two (2) complete school semesters and shall be referred to the district

attorney for appropriate action.

The Superintendent, however, may modify the length of the minimum expulsion required in the above paragraphs on a case-by-case basis, provided such modification is in writing.

#### EXPULSION INVOLVING DRUGS

Any student, sixteen (16) years of age or older, found guilty of possession of, or knowledge of and intentional distribution of or possession with intent to distribute any illegal narcotic, drug, or other controlled substance on school property, on a school bus or at a school-sponsored event, pursuant to a hearing, shall be expelled from school for a minimum period of four (4) complete school semesters.

Any student who is under sixteen (16) years of age and in grades six (6) through twelve (12) and who is found guilty of possession of, or knowledge of and intentional distribution of or possession with intent to distribute any illegal narcotic, drug, or other controlled substance on school property, on a school bus, or at a school-sponsored event pursuant to a hearing shall be expelled from school for a minimum period of two (2) complete school semesters.

Any case involving a student in kindergarten through grade five (5) found guilty of possession of, or knowledge of and intentional distribution of or possession with intent to distribute any illegal narcotic, drug, or other controlled substance on school property, on a school bus, or at a school-sponsored event, pursuant to a hearing, shall be referred to the School Board through a recommendation for action from the Superintendent.

#### ADDITIONAL REASONS FOR EXPULSION

Pupils may also be expelled for any of the following reasons:

1. Any pupil, after being suspended for committing violations of any discipline policies or other rule infractions, depending on the severity of the behavior, may be expelled upon recommendation to the Superintendent by the principal and after an appropriate hearing is held by the Superintendent or designee.
2. Any student who is found carrying or possessing a knife with a blade which equals or exceeds two (2) inches in length.
3. In accordance with federal regulations, a pupil determined to have brought a weapon to a school under the School Board's jurisdiction shall be expelled for a minimum of one calendar year. The Superintendent may modify the expulsion requirement on a case-by-case basis. A *weapon*, in accordance with federal statutes, means a firearm or any device which is designed to expel a projectile or any destructive device, which in turn means any explosive, incendiary or poison gas, bomb, grenade, rocket, missile, mine or similar

device.

4. Any student, *after being suspended on three (3) occasions* for committing drugs or weapons offenses during the same school year, **shall, upon committing the fourth offense**, be expelled from all the public schools of the system until the beginning of the next regular school year, and the pupil's reinstatement shall be subject to the review and approval of the School Board.
5. The conviction of any pupil of a felony or the incarceration of any pupil in a juvenile institution for an act which had it been committed by an adult, would have constituted a felony, may be cause for expulsion of the pupil for a period of time as determined by the School Board; such expulsions shall require the vote of ***two-thirds of the elected members of the School Board***.

#### EXPULSION NOT APPLICABLE

Expulsion shall not apply to the following:

1. A student carrying or possessing a firearm or knife for purposes of involvement in a school class, course, or school approved co-curricular or extracurricular activity or any other activity approved by appropriate school officials.
2. A student possessing any controlled dangerous substance that has been obtained directly or due to a valid prescription or order from a licensed physician and has been approved by the School Board and documentation has been provided to school administration. However, such student shall carry evidence of that prescription or physician's order on his/her person at all times when in possession of any controlled dangerous substance which shall be subject to verification.

In addition, school officials, in accordance with statutory provisions, shall have total discretion and shall exercise such discretion in imposing on a pupil any disciplinary actions authorized by state law for possession by a pupil of a firearm or knife on school property when such firearm or knife is stored in a motor vehicle and there is no evidence of the pupil's intent to use the firearm or knife in a criminal manner.

#### DRESS CODE VIOLATIONS

A student enrolled in grades prekindergarten through five shall not be expelled from school for a uniform violation that is not tied to willful disregard of school policies.

#### READMITTANCE FOLLOWING EXPULSION

##### Required Parent Conference

In each case of expulsion, the school principal, or his or her designee, shall contact the parent, tutor, or legal guardian of the pupil to notify them of the expulsion, and establish a date and time for a conference with the principal or designee as a requirement for readmitting the pupil. Notice shall be given by sending a certified letter to the address shown on the pupil's registration card. Also, additional notification may be made by contacting the parent, tutor, or legal guardian by telephone at the telephone number shown on the pupil's registration card.

If the parent, tutor, or legal guardian fails to attend the required conference within five (5) school days of notification, the student may be considered a truant and dealt with according to all applicable statutory provisions. On not more than one occasion each school year when the parents, tutor, or legal guardian refuses to respond, the principal may determine whether readmitting the pupil is in the best interest of the pupil. On any subsequent occasions in the same school year, the pupil shall not be readmitted unless the parent, tutor, or legal guardian, court, or other appointed representative responds.

In any case where a teacher, principal, or other school employee is authorized to require the parent, tutor, or legal guardian of a pupil to attend a conference or meeting regarding the pupil's behavior and after notice, the parent, tutor, or legal guardian willfully refuses to attend, the principal or his or her designee shall file a complaint, in accordance with statutory provisions, with a court exercising juvenile jurisdiction.

#### Readmittance After All Expulsions

Any pupil expelled may be readmitted to school on a probationary basis at any time during the expulsion period on such terms and conditions as may be stipulated by the School Board. Readmission to school on a probationary basis shall be contingent on the pupil and legal guardian or custodian agreeing in writing to the conditions stipulated. Any such agreement shall contain a provision for immediate removal of the pupil from school premises without benefit of a hearing or other procedure upon the principal or Superintendent determining the pupil has violated any term or condition of the agreement. Immediately thereafter, the principal or designee shall provide proper notification in writing of the determination and reasons for removal to the Superintendent and the pupil's parent or legal guardian.

#### Readmittance After Expulsion for Firearms, Knives, Weapons, or Drugs

In addition to the readmittance provisions for all expulsions stated above, a pupil that has been expelled for possessing on school property or on a bus, a firearm, knife, or other dangerous weapon, or possessing or possession with intent to distribute or distributing, selling, giving, or loaning while on school property or a school bus any controlled dangerous substance shall not be enrolled or readmitted to any such school on a probationary basis prior to the completion of the period of expulsion until the pupil produces written documentation that he/she and his/her parent or legal guardian have

enrolled and participated or is participating in an appropriate rehabilitation or counseling program related to the reason(s) for the pupil's expulsion. The rehabilitation or counseling programs shall be provided by such programs approved by the juvenile or family court having jurisdiction, if applicable, or by the School Board. The requirement for enrollment and participation in a rehabilitation or counseling program shall be waived only upon a documented showing by the pupil that no appropriate program is available in the area or that the pupil cannot enroll or participate due to financial hardship.

#### Review of Records

A pupil who has been expelled from any school in or out of state shall not be admitted to a school in the school system except upon the review and approval of the School Board following the request for admission. To facilitate the review and approval for readmittance, the pupil shall provide to the School Board information on the dates of any expulsions and the reasons therefor. Additionally, the transfer of pupil records to any school or system shall include information on the dates of any expulsions and the reasons therefor.

#### CREDIT FOR SCHOOL WORK MISSED

A student who is expelled and receives educational services at an alternative school site shall be assigned work by a certified teacher and shall receive credit for school work if it is completed satisfactorily and timely as determined by the teacher. Such work shall be aligned with the curriculum used at the school from which the student was expelled.

#### RECUSAL OF ADMINISTRATOR IN DISCIPLINE MATTERS

Any school administrator or administrator's designee who is required to make a recommendation, decide an issue, or take action in a matter involving the discipline of a student shall recuse himself/herself whenever a member of the immediate family of the administrator or administrator's designee is involved in any manner in the discipline matter. In case of recusal, the action to be taken shall be done so by the Superintendent or an impartial designee of the Superintendent.

*Immediate family* means the individual's children, brothers, sisters, parents, and spouse and the children, brothers, sisters, and parents of the spouse.

#### EXPULSION OF STUDENTS WITH DISABILITIES

Expulsion of students with disabilities shall be in accordance with applicable state or federal law and regulations.

Revised: October, 1995  
Revised: July, 1996  
Revised: September, 1997

Revised: September, 2008  
Revised: September, 2009  
Revised: November, 2012

Revised: August, 2003  
Revised: August, 2007

Revised: December 8, 2015  
Revised: November, 2020

Ref: 18 USC 921 (*Firearms – Definitions*); 20 USC 7151 (*Gun-Free Schools Act*); La. Rev. Stat. Ann. §§17:223, 17:416, 17:416.1, 17:416.2, 17:2092; Goss v. Lopez, 95. S. Ct. 729 (1973); Regulations for Implementation of the Exceptional Children's Act, Bulletin 1706, Louisiana Department of Education); Board minutes, 10-14-03, 9-4-07, 10-7-08, 1-12-10, 2-5-13, 12-8-15.



## **ADDENDUM TO CALCASIEU PARISH SCHOOL BOARD STUDENT CODE OF CONDUCT**

In response to the COVID-19 pandemic, the Calcasieu Parish School System has made virtual classes available to students. Students may also be required to attend school virtually when schools are closed due to inclement weather or other unanticipated emergencies. The Calcasieu Parish School Board adopts this Addendum to its Student Code of Conduct in order to clarify expectations for student conduct in the virtual classroom and to provide notice of the possible consequences of inappropriate conduct in the virtual classroom.

State law requires the School Board to adopt disciplinary measures which define the rules of conduct and expectations of students engaged in virtual instruction, including clearly defined consequences of conduct, and to take into consideration the students' and their families' rights to privacy and other constitutional rights while at home or in a location that is not school property.

Students are expected to comply with the School Board's Student Code of Conduct while engaged in virtual instruction. That is, the visual and/or auditory transmission of images and/or words which are otherwise prohibited by the Student Code of Conduct is prohibited except as may be permitted by this Addendum. It is not the intent of this Addendum to invade the privacy of students or their families, or to deprive them of their constitutional rights. Instead, this Addendum seeks to address conduct which is prohibited by the Student Code of Conduct and which interferes with the instructional process, and/or adversely affects teachers, other School board staff, students, families, and others involved in the education of students. Consequences for violations of the Student Code of Conduct apply to students engaged in virtual instruction.

Regardless of the model of instruction, student conduct is governed at all times by La. R.S. 17:416 and the Student Code of Conduct. Conduct that is unacceptable in the physical classroom is, under most circumstances, equally unacceptable in the virtual classroom. While students and parents normally have an expectation of privacy in their home, conduct that occurs in front of a camera and in view of peers and teachers in the virtual classroom may subject students to disciplinary action.

The context in which student behavior occurs is important, however, and will be taken into consideration by School and District administrators in determining whether there has been a violation of the Code of Conduct, the severity of the infraction, and the appropriate penalty, if any, under the circumstances.

### **Privacy and the Virtual Classroom**

Students and parents, typically, have a reasonable expectation of privacy with regard to what takes place in their home *outside of the view of teachers and peers in the virtual classroom*. In order to ensure that students and teachers are able to work and learn in a safe and orderly virtual environment, it is imperative that students have a quiet, well-lit "classroom" space – free, to the extent possible, from toys, images, messages, personal property, or other items that may distract from teaching and learning or that may subject the student to disciplinary action if possessed on school busses, in the regular classroom, or on school property.

Students should be cautioned that the virtual classroom is for instruction and for engaging with peers and teachers for educational purposes. Students must not handle or display items, toys, messages, images, or personal property or engage in conduct unrelated to the lessons taking place. Students who engage in conduct in the virtual classroom that violates the Student Code of Conduct and this Virtual Discipline Policy may be subject to discipline in accordance with the Student Code of Conduct and this Policy.

School and/or district officials may be required, as mandatory reporters, to alert local law enforcement and/or the Department of Children and Family Services if they observe conduct, messages, images, or objects that raise legitimate concern for the safety and well-being of students in the virtual classroom. This may include students handling weapons in the virtual classroom, even if it is subsequently learned that the weapon is a toy or facsimile, as it is not always possible to determine remotely whether the weapon is real or not.

### **Conduct in the Virtual Classroom**

Students are responsible for all content posted through their online account. Students are prohibited from sharing their online account username or password or using the username or password of another student.

Students will follow virtual classroom rules and expectations set by their teacher.

Following is a ***non-exclusive*** list of behaviors that are prohibited in the virtual classroom and that may result in disciplinary action in accordance with the Student Code of Conduct:

- Antagonistic, harassing, or discriminatory language of any kind with regard to race, color, religion, sex, gender, intelligence, age, orientation, disability, socioeconomic status or any other legally protected characteristic or activity
- Bullying and/or cyberbullying
- Use of obscene, degrading or profane language (gestures, written, verbal, pictures, drawings, audio, video)
- Displaying pornography, nudity or images of nudity
- Committing lewd or sexual acts
- Handling or displaying weapons, including toy or facsimile weapons\*
- Any criminal or other illegal activity encouraging the unlawful use, possession, manufacture or distribution of tobacco, drugs or alcohol\*
- Illegal posting, distribution, upload or download of copyrighted work of any kind
- Sharing assignments, questions/answers, or any other action that would violate any expectations or rules relative to academic honesty
- Posting personally identifiable information in any format other than via private message
- Indecent dress or disrobing
- Interference with the instructional audio or video
- Use or display of illegal drugs, alcohol, tobacco or tobacco products, or vaping devices\*
- Violations of the Board's/School's Acceptable Use Policy or Device Contract

### **Consequences of Inappropriate Online Conduct**

Parents and students must be aware that conduct that is unacceptable and disruptive in the regular classroom environment is, typically, unacceptable in the virtual classroom. The School Board recognizes, however, that virtual learning is a new experience for students and families, and that the context in which student conduct occurs must be taken into account in determining the appropriate penalty, if any, imposed for violations of the Student Code of Conduct in the virtual classroom.

Student conduct that occurs in the virtual classroom may be subject to progressive discipline which, *depending on the seriousness of the conduct at issue*, will include an initial verbal warning and consultation with the student's parent or guardian prior to any formal disciplinary action. The seriousness of the conduct at issue will dictate the actions of administrators and the nature of the penalty ultimately imposed. For example, a student may be subject to a severe penalty, even for a first offense, depending on the seriousness of the conduct at issue.

Some factors that administrators will take into account in determining the penalty to be imposed, if any, for conduct that occurs in the virtual classroom will include:

- Age of the student
- Whether the conduct disrupted learning in the virtual classroom
- Whether the conduct was violent or threatening in any way
- Whether the conduct was illegal
- Whether the conduct interfered with the rights of teachers and/or students to work and learn in a safe and orderly environment free from inappropriate images, messages, gestures, language or behavior
- Whether the student has committed prohibited conduct in the past
- Whether the student has received prior warnings or discipline for similar conduct

\*Conduct in the virtual classroom related to the display or handling of weapons or drugs, or other conduct that raises legitimate concerns about the safety and welfare of a student, must be reported immediately to the School Principal and/or School Resource Officer in order to assess whether the matter must be reported to local law enforcement and/or the Department of Children and Family Services.

#### **Student Code of Conduct, Appeal of Suspension**

The provisions of the Student Code of Conduct with respect to Appeal of Suspension are hereby amended so as to add the following:

- The parent or tutor of a pupil who has been recommended for expulsion, but with respect to whom the recommendation for expulsion has been reduced to a suspension, has the right to request review by the School Board, or appeal to the parish district court, as appropriate, in accordance with La. R.S. 17:416.

## **ACKNOWLEDGMENT**

### **ADDENDUM TO CALCASIEU PARISH SCHOOL BOARD STUDENT CODE OF CONDUCT**

We hereby acknowledge that we have read and understand the Student Code of Conduct and that we have read and understand this Addendum to the Calcasieu Parish School Board's Student Code of Conduct.

We understand and agree that \_\_\_\_\_ (name of student) will be held accountable for complying with these discipline rules and may be subject to disciplinary action in accordance with the Student Code of Conduct for violations thereof.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**Calcasieu Parish School Board  
Administration and Personnel Committee Minutes  
January 26, 2021**

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, January 26, 2021 in the Board Room at 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Mack Dellafosse, Annette Ballard, Russell Castille, Fred Hardy, Aaron Natali, Alvin Smith, and Desmond Wallace.

Other Board Members present, Billy Breaux, Glenda Gay and, Damon Hardesty.

Committee Members absent: Dean Roberts, Eric Tarver, and Mark Young.

Other Board Members absent: Bliss Bujard and John Duhon.

The A&P Committee Meeting was called to order at 5:00 PM by Mack Dellafosse, Chairman. A quorum was present. The prayer was led by Desmond Wallace and the pledge of allegiance was led by Billy Breaux.

Mack Dellafosse presented the following revisions to Calcasieu Parish School Board Policies as required by Louisiana Legislature. At the onset of the meeting, item numbers 7, 10, 11 and 12 were removed from the agenda to be discussed later during a full board meeting.

**1)School and Student Safety-EBBB, 2)Threats of Terrorism or Violence-JCDAG, 3)Emergency/Crisis Management-EBBC, 4)Tax and Bond Elections and Sales-DFD, 5)Sexual Harassment-GAEAA, 6)Dismissal of Employees-GBN, 7)Criminal History of Applicants-GBC, 8)Holidays-GBRL, 9)Testing Program-File II, 10)School Board Policy-JD, 11)Discipline-JD, 12)Suspension/Expulsion-JDD-JDE, 13)Bids and Quotations-DJED, 14)Purchasing-DJE, 15)Sick Leave-GBRIB.**

On a motion by Billy Breaux and seconded by Annette Ballard, it was recommended to approve Policies **EBBB, JCDAG, EBBC, DFD, GAEAA, GBN, GBC, GBRL, FILE: II, DJED, DJE, AND GBRIB.**

There being no further business to discuss, on a motion by Billy Breaux and seconded by Russell Castille, the committee adjourned the meeting at 5:27 PM.

Robert Barrentine

Secretary

## **RESOLUTION**

WHEREAS, the Calcasieu Parish School Board administers and collects within the Parish of Calcasieu, sales and use tax both individually and as agent for various political subdivisions;

WHEREAS, a dispute and protest has arisen in connection with an assessment of taxes due by Eagle Electric Machinery, Inc.;

WHEREAS, Eagle Electric Machinery, Inc. has filed a petition with the Board of Tax Appeals in lieu of filing suit;

WHEREAS, there exists a real necessity involving the public interest for the Calcasieu Parish School Board to be represented by special counsel in the appeals petition proceedings and any subsequent litigation; and

WHEREAS, the Calcasieu Parish School Board desires to retain Stutes & Lavergne Law Firm as special counsel for the Calcasieu Parish School Board in connection with the appeals petition proceedings and any subsequent litigation.

NOW, THEREFORE, BE IT RESOLVED, that Stutes & Lavergne Law Firm is hereby retained as special counsel for the Calcasieu Parish School Board in connection with the above appeals petition proceedings and any subsequent litigation, at hourly rates not to exceed the maximums set forth in the most recent Louisiana Attorney General's approved fee schedule.

---

Billy Breaux, President  
Calcasieu Parish School Board

Attest:

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Karl Bruchhaus, Secretary

**Summary:**

A School Board committee has for years reviewed the Code of Conduct, and has made recommendations to staff and to the Board for revision of discipline policies. Act 48 of the 2020 Second Extraordinary Session of the La. Legislature requires adoption of discipline provisions for students receiving virtual instruction, and mandates other changes to school discipline procedure. Act 48 further mandates convening of a meeting of a Discipline Policy Review Committee to update certain discipline policies and procedures. The Committee members were appointed as required by La. R.S. 17:416.8, and they have met and have recommended changes to policies BD on School Board Policy, JD on Discipline, JDD on suspension, and JDE on Expulsion, as well as adoption of an Addendum to the Code of Student Conduct. These policy revisions were in the committee's report to the Board. The agenda items we have before us address action needed to assure compliance with R.S. 17:416.8 and Act 48.

# *Calcasieu Parish School Board* **Head Start Annual Report** **2019-2020**

**" Providing High Quality Early Childhood Education for All Families"**



**Karl Bruchhaus, Superintendent**

**Dr. Michelle L. Joubert, Early Childhood Director**

**Mack Dellafosse, School Board Member**

**Jodi Fobbs, Policy Council President**



# Calcasieu Parish School Board Members

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



# Calcasieu Head Start Policy Council Members

<b>Name</b>	<b>Head Start Site</b>	<b>Position</b>
Carlissa Book	Brenda Hunter	Representative
Taylor Earnshaw	Brenda Hunter	Representative
Theresa Robinson	J.D. Clifton Elementary	Representative
Beatrice Cahee	J.D. Clifton Elementary	Representative
Rachael Bruce	DeQuincy Primary	Representative
Nachella Bushnell	DeQuincy Primary	Representative
Lori Dugas	Jake Drost	Representative
Jodi Fobbs	J.F. Kennedy	Representative
Klara Duncan	J.F. Kennedy	Representative
Allison Mathews	J.I. Watson Elementary	Representative
Carmen Bryant	Beauregard Head Start	Representative
Nolia Bernard	Community Representative	Representative
Kimberlie Heckard	Community Representative	Representative
Lena Gullory	Community Representative	Representative
Mack Dellafosse	School Board Member	Representative
Iselyn Malvo	Brenda Hunter	Alternate
Kimberly Gibson	Brenda Hunter	Alternate
Jimmy Randle	J.D. Clifton Elementary	Alternate
Jerri McCarty	DeQuincy Primary	Alternate
Priscilla Jones	Jake Drost	Alternate
Klara Ceasar	J.F. Kennedy	Alternate
Gwen Schlesinger	J.I. Watson Elementary	Alternate
Jhyanne Grays	Beauregard Head Start	Alternate

## **Federal Head Start Grant Funds**

**\$ 3,973,579.00**

## **Public and Private Funds**

**\$ 1,196,686.00**

## **Budget Expenditures**

<b>Benefits</b>	<b>\$797,328</b>
<b>Contractual</b>	<b>\$16,189</b>
<b>Purchased Property</b>	<b>\$0</b>
<b>Other Purchase</b>	<b>\$20,339</b>
<b>Supplies</b>	<b>\$798,084</b>
<b>Equipment</b>	<b>\$0</b>
<b>Other</b>	<b>\$5,734</b>
<b>T &amp; TA</b>	<b>\$24,488</b>
<b>TOTAL</b>	<b>\$3,973,578</b>
<b>TOTAL</b>	<b>\$3,905,273</b>

## Proposed Budget

Category	Budget
Salaries	\$2,317,212
Benefits	\$802,239
Contractual	\$38,000
Purchased Property	\$ 0
Other Purchase	\$40,000
Supplies	\$724,424
Equipment	\$ 0
Other	\$5,500
T & TA	\$46,204
TOTAL	\$3,973,579

**Financial Audit**  
**100%**

## Total Number of Children and Families

<b>Funded Enrollment</b>	<b>450</b>
<b>Total Number of Children Served</b>	<b>503</b>
<b>Total Number of Families Served</b>	<b>484</b>
<b>Total Number of Eligible Children</b>	<b>465</b>
<b>Total Number of Over-income Children</b>	<b>38</b>

## Monthly Enrollment and Daily Attendance

<b>Month</b>	<b>Funded Enrollment</b>	<b>Enrollment</b>	<b>Percentage</b>
August 2019	450	450	100%
September 2019	450	453	101%
October 2019	450	448	99%
November 2019	450	447	99%
December 2019	450	450	100%
January 2020	450	451	101%
February 2020	450	447	99%
March 2020	450	448	99%
April 2020	450	447	99%
May 2020	450	434	96%



# Parental Involvement

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

# Health Summary

<b>Student Health Summary</b>	<b>Student Percentage</b>
Medical Examinations completed	67%
Dental Examinations completed	55%
Immunizations up-to-date	94%
Dental Treatment Needed	1%
Children with Asthma	2%
Iron Deficiency Anemia	1%
Vision Referrals	1%
Families receiving Medicaid	99%
Families with private benefits	1%
Families receiving military benefits	0

## **Positive Outcomes can be attributed to the following:**

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

## **Transitions to Pre-Kindergarten**

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

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

**Calcasieu Parish Head Start students and parents were provided several opportunities to learn about and prepare for the upcoming school year. Parent sessions were held at the Head Start sites to provide information regarding the online registration process. The goal of these meetings was to inform parents with the online registration process. The first online application process was held in March 2019. There were two more application submission dates one in April 2019 and June 2019. Parents were provided access to computers Monday-Friday from 8:00 a.m. to 3:00 p.m. located at 1618 Mill St.**

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



## Memorandum

Date: 02-09-21  
To: CPSB  
From: Kim Leblanc  
Re: Bid Approval for E-Rate Yr. 24 (21-22) Cat. 2

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Technology Department is requesting for approval for E-Rate Yr. 24 (21-22) Cat. 2 on the following bids:

<b>324-Equipment</b>	<b>Network Switches &amp; 1 Gig SFP+</b>	<b>Proposals were received from Waypoint/Dell, SHI, Detel</b>	<b>Bid awarded to SHI for lowest price meeting specifications</b>
<b>324-Equipment Installation</b>	<b>Equipment Installation - Duplex drops, Fiber Runs, Racks, Patch Panels, Switches</b>	<b>Proposals were received from General Informatics, National Networks, Talon Servies, Presidio, Detel</b>	<b>Bid awarded to National Networks for lowest price meeting specifications</b>



## BID REPORT

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

DATE: January 21, 2021

DESCRIPTION: Renovations To WHS Girls Softball Field RE-Bid

FUNDS: SD # 23 Bond Funds

BID NUMBER: 2021-05PC

DESIGNER: King Architects Inc.

CONTRACTOR	BASE BID	ALT. #1
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GeoSurfaces	\$1,291,000	\$54,000
Central Auction House	No Bid	

The Committee recommends award of the contract to: Geosurfaces  
1,345,000.00

BASE BID AND ALTERNATE 1 IN THE AMOUNT OF:

One Million Three Hundred Forty - Five Thousand Dollars and No/100  
as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATES:

Site Subgrade preparation as per geotechnical report

TO: WILFRED BOURNE  
PEGGY CARLILE  
ROBERT BARRENTINE  
DENNIS BENT

FROM: JENNIFER HAGAN, PURCHASING SUPERVISOR

RE: BIDS FOR FEBRUARY 2021

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**PERMISSION TO ADVERTISE:**

NONE

**BID REPORTS:**

BID 2021-33 – BAND INSTRUMENTS (HURRICANE LAURA) was opened on January 27, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

ACCENT MUSIC  
ALAMO MUSIC  
LAFAYETTE MUSIC  
NICK RAIL MUSIC  
UNIVERSAL MELODY

BID RESULTS AS FOLLOWS:

LAFAYETTE MUSIC	\$20,086.90
TAYLOR MUSIC	<u>\$68,553.00</u>
TOTAL	\$88,639.90

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

## REQUEST FOR PERMISSION TO ADVERTISE

Permission to advertise is requested for the following:

**Description:**

Phase 3-New Gymnasium Washington Marion High School

**Funds:** School Districts # 31 bond funds

**Designer:**

Ellender Architect & Associates, LLC

**Advertise:** To be determined

Karl Bruchhaus, Secretary  
Calcasieu Parish School Board

Cc: Bourne, Heath

# ELLENDER Architects & Associates, LLC



January 29, 2021

Calcasieu Parish School Board  
Attn: Mr. Harold Heath



Via: Email

Re: Request Permission to Advertise

Project: **Phase 3 – New Gymnasium  
Washington-Marion High School**

Anticipated Cost: \$7,901,250.00

Scope of Work: To construct a New Gymnasium with Lobby, Restrooms, Concessions, Dressing Areas, Staff Offices, and Training Rooms. Included in this project shall be Parking Area Additions and Miscellaneous Site Improvements associated with the Gymnasium.

## CHANGE ORDER

Change Order No: Six

Date: January 6, 2021

Project: Combre-Fondel Elementary  
Improvements - Phase II

Project No: MA1709A Bid No.: 2019-01PC

To: Calcasieu Parish School Board

You are directed to make the following change in this contract:  
(Attach itemized breakdown)

The Original Contract Sum \$2,351,300.00

Net Change by Previous Change Orders \$170,564.84

Contract Sum Prior to this Change Order \$2,521,864.84

Contract Sum will be unchanged by this Change Order: \$0.00

New Contract Sum including this Change Order \$2,521,864.84

Contract Time will be increased by this Change Order: 60 Days

Revised Contract Completion Date January 25, 2021

### RECOMMENDED

Moss Architects, Inc.  
(Designer)

3221 Ryan Street, Ste B  
Lake Charles, LA 70601

By: 

Date: 1/6/21

### ACCEPTED

John D. Myers & Associates  
(Contractor)

3613 Ryan Street  
Lake Charles, LA 70605

By: 

Date: 1-6-21

### APPROVED

Calcasieu Parish School Board  
(Owner)

3310 Broad Street  
Lake Charles, LA 70615

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

Date: \_\_\_\_\_

## PROPOSED CHANGE ORDER ITEMS

Date: January 6, 2021

Project: Combre-Fondel Elementary  
Improvements - Phase II

Project #: MA1709A

Change Order #: Six

- 1) Additional time extension due to effects of  
Hurricane Laura and Hurricane Delta.

Add: 60 days

**Total Days Added This Change Order:** 60

**Total Amount Added This Change Order:** \$0.00

## CHANGE ORDER

Change Order No.: Three (3)  
Date: January 21, 2021  
Contract Date: May 2020  
Project: PHASE 1 – Exterior Upgrades  
2017 BOND ISSUE IMPROVEMENTS  
WASHINGTON-MARION HIGH SCHOOL  
2802 Pineview Street – Lake Charles, Louisiana 70615  
Calcasieu Parish School Board  
Project No.: 2020-08  
To: PERC Development, LLC

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

The Original Contract Sum	\$ 497,900.00
Net Change by Previous Change Order	\$ 37,711.06
Contract Sum Prior to This Change Order	\$ 535,611.06
Contract Sum will be <u>Increased</u> by this Change Order	\$ 2,325.37
New Contract Sum Including This Change Order	\$ 537,936.43

Contract Time Will Be Increased by Fourteen (14) Calendar Days.

Revised Contract Completion Date: Sunday, February 14, 2021

**RECOMMENDED**

Ellender Architects &  
Associates, LLC  
(Designer)

1521 Cypress Street  
Sulphur, LA 70663

By: 

Date: 1/21/2021

**ACCEPTED**

PERC Development, LLC  
(Contractor)

1712 Ryan Street  
Lake Charles, LA 70601

By: 

Date: 1/21/2021

**APPROVED**

Calcasieu Parish  
School Board  
(Owner)

3310 Broad Street  
Lake Charles,  
Louisiana 70615

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

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 #3 - Itemization  
January 21, 2021

Item #1 – Rear Parking Area Striping and Miscellaneous Improvements

To provide and install rear parking area striping, sidewalk modifications, pipe bollards, detectable warning tiles, and miscellaneous parking area improvements.

ADD .....\$ 13,358.89

Item #2 – Contingency Allowance

Credit unused contingency allowance bid into the Contract.

DEDUCT ..... (\$ 11,033.52)

TOTAL this CHANGE ORDER #3 – ADD .....\$ 2,325.37



NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
<b>RESIGNATION</b>				
Adams, Melissa	Bus Driver	Western Heights Elementary	1/14/2021	Relocation
Adams, Shawnequa	Cafeteria Tech	Dolby Elementary	1/14/2021	Relocation
Baker, Mary Rhonda	Bus Aide	Western Heights Elementary	1/26/2021	Personal Reasons
Cryar, Patricia	Maid	W.W. Lewis Middle	1/15/2021	Personal Reasons
Duraso, Ashley	Janitor	Maplewood Elementary	12/31/2020	Accepted Job Outside of Education
Fontenot, Christopher J.	Janitor	LaGrange High	12/31/2020	Personal Reasons
Goodly, Ernest	Teacher	Molo Middle School	1/4/2021	Personal
Gradney, Tawan	Speech Therapist	Prien Lake Elementary	01/29/21	Accepted a Teaching Position Outside of LA
Hathorn, Jennifer	Cafeteria Tech	J.I. Watson Elementary	1/15/2021	Accepted Job Outside of Education
Laughlin, Karla	Bookkeeper	R.W. Vincent	1/5/2021	Accepted Job Outside of Education
Lawyer, Teresa	Cafeteria Tech	Fairview Elementary	1/4/2021	Spouse Transferred
Little, Monica	Clerk	Barbe High	2/5/2021	Personal Reasons
Morse, Cindy	Teacher	Molo Middle School	1/3/2021	Personal
Ozane, Clara	Cafeteria Tech	Brentwood Elementary	12/18/20	Personal
Reed, Joi	Teacher	Washington Marion High	1/8/2021	Accepted Job Outside of Education
Reed, Toni	Bus Aide	Sulphur High	1/4/2021	Personal
Stagg, Shavonne	Bus Driver	Nelson Elementary	1/6/2021	Personal
Stevens, Amee	Bus Driver	Cypress Cove Elementary	1/27/2021	Personal Reasons
Thomas, Chonne	Bus Aide	Molo Middle School	1/5/2021	Personal
Toney, Rebecca	Paraprofessional	Sam Houston High	1/15/2021	Accepted Job Outside of Education
Vital, Amanda	Teacher	Molo Middle School	1/6/2021	Personal

White, Julie	Special Education Teacher	Special Education	1/31/2021	Personal Reasons
<b>RETIREMENT</b>				
Aaron, Janice	Janitor	Central Office	06/30/21	
Anderson-McDonald, Mary	Paraprofessional	Sam Houston High	06/04/21	
Broussard, Janice	Teacher	LaGrange High	01/29/21	
Celestine, Shirley	Janitor	J.I. Watson Elementary	01/28/21	
Guillory, Deborah	Educational Diagnostician	Pupil Appraisal	12/03/20	
Riggins, Thomas	Teacher	Vinton High	01/25/21	
Savoy, Harriet	Teacher	LaGrange High	01/20/21	
<b>RETIRE-REHIRE TERM</b>				
Dupuis, Linda	Teacher	W.W. Lewis Middle	02/16/21	
<b>MATERNITY LEAVE</b>				<b>Due Date:</b>
Bourgeois, Julia	Accountant	Federal Programs	1/20/2021- 3/17/2021 [B]	1/20/2021
Frazier, Anna	Teacher	Sam Houston High	2/08/2021- 3/29/2021 [B]	2/14/2021
Guillotte, Kourtney	Teacher	Sam Houston High	3/29/2021- 5/10/2021 [B]	3/29/2021
Hardey, Jessica	Teacher	E.K. Key Elementary	2/25/2021- 4/23/2021 [B]	2/25/2021
Kershaw, Katherine	Teacher	Maplewood Middle	1/11/2021- 3/10/2021 [B]	1/27/2021
Lambright, Lindsey	Teacher	Western Heights Elementary	4/19/2021- 6/7/2021 [B]	4/18/2021
Lavergne, Breann	Teacher	Dolby Elementary	1/7/2021- 3/8/2021 [B]	1/6/2021
Ledbetter, Lakyn	Teacher	Moss Bluff Middle	3/8/2021- 6/7/2021 [B]	3/8/2021
Leonards, Harleigh	Teacher	Sulphur High	1/12/2021- 3/2/2021	1/13/2021
Little, Stacy	Teacher	S. P. Arnett Middle	1/25/2021- 3/08/2021 [B]	2/1/2021
Wilson, Rachelle	Teacher	Combre-Fondel Elementary	4/7/2021- 6/2/2021 [A]	4/13/2021

**WAIVE ACT 715**

Routt, Kristy	Teacher	Moss Bluff Middle	12/11/20	Medical
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**DROP RETIREMENT**

Savoy, Penny	Librarian	St. John Elementary	01/21/21	
Sonnier, James	Carpenter	Maintenance	03/31/21	
Stewart, Cynthia	Bus Aide	F.K. White Middle	12/31/20	
Wright, Brenda	Field Manager	Food Services	06/30/21	

**MEDICAL SABBATICAL**

Cooper-Smith, Deanna	Teacher	Sulphur High	Spring Semester 2021	
Hilliard, Kathleen	Teacher	Nelson Elementary	Spring Semester 2021	
Killian, Julianne	Teacher	E.K. Key Elementary	Spring Semester 2021	
Marceaux, Elizabeth	Social Worker	Pupil Appraisal	Spring Semester 2021	
Morris, Felicia	Teacher	R.W. Vincent	Spring Semester 2021	
Richmond, D'Juana	Teacher	S.P. Arnett Middle	Spring Semester 2021	

**LEAVE WITHOUT PAY**

Boudreaux, Holly	Special Education Teacher	Oak Park Elementary	1/4/2021-5/15/2021	Personal
Vincent, Junita	Bus Driver	Bell City High	11/30/2020-undetermined	Personal Illness

APPROVED 2/9/2021

