

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, April 13, 2021**

**1. Prayer and Pledge of Allegiance**— Mark Young

**2. Roll Call**

**3. Approval of Minutes**

A. March 9, 2021

**4. Presentations**

A. Recognition of life saving efforts conducted at Barbe High School/Sam Houston High School baseball game:

James Rasberry/LCMH

Captain Jameson Welch/Lake Charles Fire Department

Firefighter Josh Abshire/Lake Charles Fire Department

Firefight Ryan McCorquodale/Lake Charles Fire Department

(Parent) Blaine Stevens/Employee of Acadian Ambulance

Dr. Brett Cascio

B. Teachers of the Year/Owen Clanton/Middle School Administrative Director

C. 2020 Congressional Art Competition Winner/Tony McCardle, Director, Career and Technical Education

D. LSBA Video Contest Winners, Sulphur High School, Pam Dixon, CPSB TV Class/Janet Pope, LSBA Executive Director

**5. Superintendent's Report**

**6. Executive Session**

A. Workers' Compensation Claim #CPSC-003699/Attorney Kyle Beasley

**7. Take Appropriate Action on Executive Session**

A. Take action on Workers' Compensation Claim #CPSC-003699

**8. Committee Reports**

A. Budget Committee, March 23, 2021/Annette Ballard, *Chair*

## **9. Take Appropriate Action**

- A. Approval of agreement with Big Brothers/Big Sisters/Mentoring Services
- B. Approval of Resolution with LCDA/Re-appointment of Mack Dellafosse to service on LCDA Board
- C. Permission to auction surplus items, May 7<sup>th</sup>-8<sup>th</sup>, 2021
- D. Approval of Environmental Protection Agency 2020 Diesel Emissions Reduction Act School Bus Rebates Grant
- E. Approval to allow Superintendent to award hurricane related construction contracts
- F. Approval of return to school uniform policy for 2021-2022 school year

## **10. Bid Reports**

- A. BID 2022-01 – JANITORIAL SUPPLIES/General Funds
- B. BID 2022-04 – PRE-PACKAGED SCHOOL SUPPLIES – MCKINNEY VENTO
- C. BID 2022-05 – SCHOOL UNIFORMS – MCKINNEY VENTO
- D. BID 2022-06 – GRASS CUTTING SERVICES/General Funds
- E. BID 2022-10 - FIRE ALARM INSPECTIONS/General Funds
- F. RFP 2022-12 – SECURITY GUARD SERVICES/General Funds
- G. BID FOR GILLIS NEW POD/Sales Tax District 3
- H. Hurricane Repairs –
  - 1. LaGrange, T&I Center Building, and Site Repairs
  - 2. Fence Repairs at E.K. Key, W.W. Lewis, LeBlanc, Jake Drost, and Pupil Appraisal (Bids on both items open on April 8 with information available to you prior to the meeting.)

## **11. Permission to Advertise**

- A. Permission for RFP (Request for Proposals) for Post Hurricane Remediation Contracts
- B. Permission for RFP (Request for Proposals) for HVAC Maintenance Services

## **12. Correspondence**

- A. Change Order Number One (1) for the Project, “Phase 4, Stadium Lighting, Washington Marion High School,” District 31 Bond Funds; Ellender Architects & Associates, LLC., GeoSport Lighting, LLC., Contractor; *Increase* of \$10,312.00 and *Increase* of one hundred sixty five (165) calendar days.
- B. Recommendation of Acceptance/Phase I, Exterior Upgrades, Washington-Marion High school/District 31 Bond Funds.
- C. Change Order Number Two (2) for the Project, “DeQuincy Weight Training Classroom,” \$50 Million Allocation Funds; Duhon & Pleasant Consulting Engineers, LLC, Designer; K& J Development of SWLA, LLC, Contractor; *Increase* of \$346.50 and *Increase* of twenty-seven (27) days.
- D. Change Order Number Three (3) for the Project, “DeQuincy Weight Training Classroom,” \$50 Million Allocation Funds; Duhon & Pleasant Consulting Engineers, LLC,

Designer; K& J Development of SWLA, LLC, Contractor; *Increase* of \$1,705.00 and *Increase* of seven (7) days.

E. Recommendation of Acceptance/DeQuincy Weight Training Classroom/DeQuincy High School; \$50 Million Allocation Funds.

**13. Condolence/Recognition**

**14. Schedule Committees**

May 25, 2021.....5:00 p.m. Budget Committee

**15. Adjourn Meeting**



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

The Calcasieu Parish School Board meeting was held at 3310 Broad Street, Lake Charles, Louisiana, on Tuesday, March 9, 2021, at 5:00 p.m.

The meeting was called to order by Billy Breaux, President. The prayer was led by Desmond Wallace and the pledge by Mack Dellafosse.

Mr. Breaux stated that Item 4.A. would be postponed until next month.

## **ROLL CALL**

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

Absent: Eric Tarver

## **APPROVAL OF MINUTES/TAKE ACTION ON BOARD RESOLUTION**

A. On a motion to approve the Minutes of February 9, 2021 by Mr. Dellafosse and a second by Mr. Duhon, the motion carried on a unanimous vote.

B. Approval of Resolution approving the form and execution of the loan and assignment agreement in connection with issuance, sale, and delivery of a financing in an amount not to exceed forty million (\$40,000,000) dollars.

Lake Charles, Louisiana  
March 9, 2021

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, March 9, 2021, at the regular meeting place of the 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, Desmond Wallace, Mark Young

ABSENT: Eric Tarver

Thereupon, upon motion made by Mack Dellafosse and seconded by John Duhon, the following resolution was



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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, Desmond Wallace, Mark Young

NAYS: None

ABSENT: Eric Tarver

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/OR BOND PLACEMENT AGREEMENT, AND OTHER CERTIFICATES, DOCUMENTS OR INSTRUMENTS IN CONNECTION WITH ISSUANCE, SALE AND DELIVERY OF A FINANCING IN AN AMOUNT NOT TO EXCEED FORTY MILLION (\$40,000,000) DOLLARS THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT 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 Louisiana Local Government Environmental Facilities and Community Development Authority (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 2021, 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**, on February 2, 2021, the Authority issued \$35,000,000 Revenue Bonds, (Calcasieu Parish School Recovery Project), Series 2021, as the first series of the bonds authorized on November 12, 2020, as its first series of the bonds authorized by the Board on November 10, 2020;

**WHEREAS**, the Board desires to proceed with a second series of bonds 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/or Bond Placement Agreement (the "Placement Agreement") and any other certificates, documents or instruments deemed necessary in such form as may be approved by the Authority and its counsel, as well as bond counsel to the Authority;

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

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

**SECTION 2.** The Board is authorized to proceed with a financing through the Authority in an amount not to exceed \$40,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Calcasieu Parish School Recovery Project), Series 2021A (the "Bonds"), as the second series of bonds approved by the Authority on November 12, 2020.

**SECTION 3.** 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, the 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 4.** 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 5.** 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 9<sup>th</sup> day of March, 2021.

/s/ William T. Breaux  
WILLIAM T. BREAU, President  
Calcasieu Parish School Board

ATTEST:

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

On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the motion carried on a unanimous vote. Exhibits for this item are available for viewing at the end of this document and at [www.cpsb.org](http://www.cpsb.org).

### **PRESENTATIONS**

Students of the Year/Dr. Jill Portie, Elementary Administrative Director

**Elementary Division Winner**  
Olivia Jade Alexander  
Prien Lake Elementary School



**Elementary Division Runner-Up**

Emma Claire Stevens  
Cypress Cove Elementary School

**Middle School Division Winner**

Emma Grace Vinson  
SP Arnett Middle School

**Middle School Division Runner-Up**

Susanna Chiruguru  
F.K. White Middle School

**High School Division Winner**

Jordan Smith  
DeQuincy High School

**High School Division Runner-Up**

Benjamin Martin  
Sam Houston High School

**SUPERINTENDENT'S REPORT**

Mr. Bruchhaus gave the following report:

1. You have each received the monthly Head Start report:

**Program Governance**

- Policy Council meeting was held on March 16, 2020. The following items were approved:
  - ✓ February's Policy Council Minutes
  - ✓ February's Director's Report
  - ✓ February's Attendance Report
  - ✓ February's Financial Report
  - ✓ Nomination for Vice President
  - ✓ 2021 – 2022 Continuation Grant Application

**Program Operations**

- Enrollment – 368

2. You received your population report in your packet, with the most current information as of February 28, 2021.

3. I would like to report our February, 2021, sales tax numbers for our general fund which show collections at \$3,213,539 or 29.7 % above budget for the 8th month of the 2020-2021 school year.



- Collections are \$2,411,024 or 20.7 % above collections for the same month last year.
- Collections after eight months of 2020-2021 are \$14, 052,582 or 14.6 % above budget and \$5,618,423 or 5.4 % above the same period last year.

4. I would like to introduce the 2-time State Champion Lagrange Girls' Basketball Team and ask Coach Lakeem Holmes to come forward to introduce the team:

Seniors

Jeriah Warren

Aasia Sam

Deja Tanks

Jordynn Lafleur

Kristen Broxton

Junior

Miah Alexis

A'Myah Myles

McKenzie Shaw

Sophomore

Keniya Jerro

Ala'Jsa Walker

Kiera Celestine

Sydney Golden

Freshman

Katelynn Wilson

Kylei Leblanc

RaGyn Griffin

Coaches

LaKeem Holmes

Sharde Henry  
Sean Andrus  
Patrick Woodard  
Chalessa Stevens

5. Updates:

- Hurricane – Graph provided

**EXECUTIVE SESSION**

On a unanimous vote at 5:26 p.m., the Board adjourned into Executive Session on a motion by Mr. Dellafosse and a second by Mr. Hardesty. On the same motions, the Board resumed Regular Session at 5:36 p.m.

- A. Workers' Compensation Claim #CPSC-12378/Attorney Kyle Beasley
- B. General Liability Claim #CLAS 11565A1/Attorney Kyle Beasley

**TAKE APPROPRIATE ACTION ON EXECUTIVE SESSION**

Mr. Dellafosse offered a motion to approve the settlement of Workers' Compensation Claim #CPSC-12378. Mr. Young seconded the motion and the motion carried on a unanimous vote.

Mr. Dellafosse offered a motion to approve the settlement of General Liability Claim #CLAS 11565A. Mr. Duhon seconded the motion and the motion carried on a unanimous vote.

**COMMITTEE REPORTS**

- A. A& P Committee, February 23, 2021/Mack Dellafosse, *Chair*

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

The Calcasieu Parish School Board Administration and Personnel Committee met Tuesday, February 23, 2021 in the Board Room at 3310 Broad Street, Lake Charles, Louisiana.

Present: Committee members, Mack Dellafosse, Dean Roberts, Annette Ballard, Russell Castille, Fred Hardy, Desmond Wallace, and Mark Young.

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

Committee Members absent, Aaron Natali, Alvin Smith, and Eric Tarver.

Other Board Members absent, Billy Breaux, Bliss Bujard and John Duhon.

The A&P Committee 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 Mark Young.

Mack Dellafosse presented the following Calcasieu Parish School Board Policy changes as required by Louisiana Legislature:

- Item 1 Title IX and Sexual Harassment – JCED
- Item 2 Title IX and Sexual Harassment – JCED-AP
- Item 3 Complaints and Grievances – GAE
- Item 4 Investigations – GAMC
- Item 5 Equal Education Opportunities – JAA
- Item 6 Equal Opportunity Employment – GAAA

On a motion by Mark Young and seconded by Annette Ballard, recommendation for approval of Policies JCED, JCED-AP, GAE, GAMC, JAA, GAAA was passed.

**Mr. Dellafosse offered a motion to approve the recommendation on behalf of the committee. A second was not needed and the motion carried on a unanimous vote. These policies are available for viewing at the end of this document and at [www.cpsb.org](http://www.cpsb.org).**

There being no further business to discuss, on a motion by Dean Roberts and seconded by Russell Castille, the committee adjourned the meeting at 5:08 PM

B. C&I Committee, February 23, 2021/Mark Young, *Chair*

**Mr. Young gave the following report:**

The Calcasieu Parish School Board Curriculum and Instruction Committee met Tuesday, February 23, 2021 in the Board Room, 3310 Broad Street, Lake Charles, Louisiana.

Committee Members Present: Annette Ballard, Russell Castille; Vice Chair, Mack Dellafosse, Glenda Gay, Fred Hardy, Dean Roberts, and Mark Young; Chair.

Other Board Members Present: Damon Hardesty, and Desmond Wallace.

Absent: Bliss Bujard, Aaron Natali, Alvin Smith, and Eric Tarver.

The C & I Committee Meeting was called to order at 5:10 p.m. by Mark Young, Chairman. A quorum was present.



Mark Young, Chairman, called for a motion to add agenda items: Framing Where We Are and Where We Are Going, Level Updates, Connected Classrooms, Summer Pathways, Tech Committee Progress, Leadership Academy, Region 5 Stem Center, and the 2021-22 Calendar. Then, Mark Young called for a vote on the agenda items. The motion carried on a unanimous vote.

Then, Dr. Shannon LaFargue, Chief Academic Officer, and various C & I team members presented the Board with a C & I overview.

- Framing Where We Are and Where We Are Going
- Level Updates
- Connected Classrooms
- Summer Pathways
- Tech Committee Progress
- Leadership Academy
- Region 5 Stem Center

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

Next, Dr. LaFargue introduced Principal Pam Bell who presented a Stem Academy – Combre-Fondel Proposal.

There was much discussion on the proposal.

A motion was made by Mack Dellafosse and seconded by Fred Hardy to accept the Stem Academy at Combre-Fondel. The motion carried on a unanimous vote.

**Mr. Young offered a motion to approve the recommendation on behalf of the committee. A second was not needed and the motion carried on a unanimous vote.**

Then, Dr. LaFargue presented the 2021-2022 calendar.

A motion was made by Dean Roberts and seconded by Fred Hardy to accept the 2021-2022 calendar. The motion carried on a unanimous vote.

**Mr. Young offered a motion to approve the recommendation on behalf of the committee. A second was not needed and the motion carried on a unanimous vote.**

There being no further business to discuss, Mark Young requested a motion to adjourn at 6:50 p.m. which was made by Mack Dellafosse and seconded by Damon Hardesty.

C. Employee Benefits Committee, March 4, 2021, Damon Hardesty, *Chair*

## Mr. Hardesty gave the following report:

The Calcasieu Parish School Board Employee Benefits Committee met in the Board Room at 3310 Broad Street, Lake Charles on Thursday, March 4, 2021, at 5:00 pm. The meeting was called to order by Damon Hardesty.

The roll was called by Skylar Fontenot. The following members were in attendance: Damon Hardesty, Mary Margaret David, Mike Hill, Hattie White, Suzanne Heath, Kim Tyree and Wayne Foster. Quorum was present. Board member in attendance: Dean Roberts.

Ms. Skylar Fontenot introduced Ms. Kathy Sonnier with Gregory Benefits & Consulting, for the presentation of the group health insurance for the policy year May 1, 2021 - April 30, 2022.

- Medical payments decreased by \$837,496
- Prescription payments decreased by \$871,014
- Net claims paid decreased by \$983,983
- Average per contract per month decreased by \$13.07 or 1.55% as compared to the mid-year decrease of \$60 or 7.9%
- We've had an unusual year: COVID-19 + Laura + Delta
  - Despite COVID-19 keeping people home, the plan was relatively stable
  - Definite dip in utilization in September from both hurricanes
  - Claims are trending back to last year's level
- The analysis of Stop Loss Reinsurance was presented
  - Historically CPSB has purchased Stop Loss Reinsurance to limit exposure to \$250,000 per claimant
  - CPSB voted not to purchase this insurance for 2020-2021
    - Premiums savings was \$2.74 million
    - Net savings to the plan as of 01/31/21 was \$1.79 million
  - Staff was presented premium prices for Stop Loss Coverage for 2021-2022 and analyzed the need
  - Staff recommends to not purchase the Stop Loss for 2021-2022
- Summary of Where We are Today
  - There have been changes made to the Plan Administration Costs that have saved the plan money
    - Eliminated the Aggregate Reinsurance Coverage
    - Eliminated the required claims corridor of 10%
    - Eliminated the Specific Stop Loss Coverage
  - Our claims are trending back up after some unique challenges earlier in the year to access health services
- On a motion by Mike Hill, seconded by Suzanne Heath, it was recommended to approve 0% increase in premiums and not purchase the stop-loss reinsurance for 2021-2022 plan year. This motion passed unanimously.



**Mr. Hardesty offered a motion to approve the recommendation on behalf of the committee. A second was not needed and the motion carried on a unanimous vote.**

Skylar Fontenot updated the committee on Preventive Care Incentive Plan.

- 5% Reduction off Employee Only Premium
- Reduced the points from 8 to 5 for 2020-2021
- Added 1 point for the COVID vaccine
- Points will revert back to 8 for 2021-2022

Kathy Sonnier and John Whittemore with Blue Cross Blue Shield presented the summary of the proposed Medicare Advantage Plan.

- **Retiree Premium** savings for Retirees enrolled in the High Option Plan
  - Retiree Only Monthly Premium \$97.28 which is \$101.67 in monthly savings or \$1,220.04 annual savings
  - Retiree/Spouse Monthly Premium \$225.58 which is \$209.74 in monthly savings or \$2,516.88 annual savings
- **Board Premium** savings for Retirees enrolled in the High Option Plan
  - Retiree Only Monthly Premium \$158.72 which is \$165.91 in monthly savings or \$1,990.92 annual savings
  - Retiree/Spouse Monthly Premium \$286.72 which is \$274.24 in monthly savings or \$3,290.88 annual savings
- This is a voluntary plan for members who are eligible for Medicare A & B
- Nationwide Network – any provider that accepts Medicare is in network
- Zero co-pay plan for most services
- \$1,000 Medical Max Out-of-Pocket
- Additional services such as eyewear, hearing aids, OTC \$50 quarterly benefit, post discharge meals and healthy rewards
- Rx – No annual deductible \$3/\$12/\$45/\$100/\$100 co-pays plus \$0 member outlay for 90-day supply of Tier 1 & Tier 2 drugs
- \$2,500 Rx Max Out-of-Pocket
- Additional savings for Group Administration Fee with the implementation of Group MA Plan with a projected savings of \$67,140 for 2021-2022 Plan Year
- No medical member disruption to move to MA Plan and limited Rx disruption due to same pharmacy manager and formulary
- Blue Cross is the same company our retirees use today
- Local office will also remain the same to serve our retirees
- Retiree has Opt-Out Option
- 90 Day “Trial” Opt-Out for Year 1
- Proposed implementation for July 1<sup>st</sup> effective date (attached)



- On a motion by Suzanne Heath, seconded by Mike Hill, it was recommended to approve the voluntary BCBS Medicare Advantage Plan effective 07/01/21. The motion carried with one nay vote.

**Mr. Hardesty offered a motion to approve the recommendation on behalf of the committee. A second was not needed and the motion carried on a unanimous vote.**

Rich Gregory with Gregory Benefits & Consulting presented the Dental Plan Renewal for 2021-2022 Plan Year

- Humana (Flat)
  - Employee Only \$30.97
  - Employee & Family \$78.73
- Met Life (13.5% decrease)
  - Employee Only \$26.49
  - Employee & Family \$68.10
- On a motion by Mike Hill, seconded by Suzanne Heath, it was recommended to approve changing from Humana to MetLife with a 2-year rate guarantee and 3<sup>rd</sup> year rate with a cap of 7%. This motion passed unanimously.

**Mr. Hardesty offered a motion to approve the recommendation on behalf of the committee. A second was not needed and the motion carried on a unanimous vote.**

After the presentation, a motion to adjourn was made by Mike Hill and seconded by Wayne Foster and passed unanimously at 6 p.m.

RETIREE PREMIUMS							
Plan	Type	# of Retiree Contracts	Current Plan	Medicare Advantage	Monthly Savings	Annual Savings Per Contract	Total Annual Savings
High Opt	Retiree Only	1133	198.95	97.28	101.67	1,220.04	1,382,305.32
High Opt	Retiree/Spouse	313	435.32	225.58	209.74	2,516.88	787,783.44
High Opt	Surviving	46	472.70	256.00	216.70	2,600.40	119,618.40
Low Opt	Retiree Only	20	99.48	97.28	2.20	26.40	528.00
Low Opt	Retiree/Spouse	4	217.65	225.58	(7.93)	(95.16)	(380.64)

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PPACA	Retiree Only	1	94.86	97.28	(2.42)	(29.04)	(29.04)
						<b>Total Annual Retiree Savings</b>	<b>2,289,825.48</b>

BOARD PREMIUMS							
Plan	Type	# of Retiree Contracts	Current Plan	Medicare Advantage	Monthly Savings	Annual Savings Per Contract	Total Annual Savings
High Opt	Retiree Only	1133	324.63	158.72	165.91	1,990.92	2,255,712.36
High Opt	Retiree/Spouse	313	560.96	286.72	274.24	3,290.88	1,030,045.44
High Opt	Surviving	46	-	-	-		-
Low Opt	Retiree Only	20	162.31	158.72	3.59	43.08	861.60
Low Opt	Retiree/Spouse	4	280.49	286.72	(6.23)	(74.76)	(299.04)
PPACA	Retiree Only	1	154.77	158.72	(3.95)	(47.40)	(47.40)
						<b>Total Annual Board Savings</b>	<b>3,286,272.96</b>

## PROPOSED IMPLEMENTATION TIMELINE JULY 1<sup>ST</sup> EFFECTIVE DATE



July 1, 2021

**TAKE APPROPRIATE ACTION**

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Mr. Breaux read the following:

A. Renewal of 16<sup>th</sup> Section Agricultural Lease Agreement with Holmwood Enterprises, Inc.

**LEASE**

STATE OF LOUISIANA

PARISH OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS THAT this contract of lease is made and entered into by and between the Calcasieu Parish School Board, Lake Charles, Louisiana, the governing body of the Calcasieu Parish School System, a political subdivision of the State of Louisiana, herein called "Lessor" and represented by Billy Breaux, President of the Board, and Holmwood Enterprises, Inc., herein called "Lessee" and represented by David Primeaux, a resident of Calcasieu Parish, Louisiana.

The property which forms the subject of this lease is Section 16, Township 11 South, Range 7 West, Parish of Calcasieu, State of Louisiana.

Lessor, for the consideration and on the terms and conditions hereinafter set forth, hereby leases and lets to Lessee for a period of five (5) years, commencing December 1, 2020, and ending November 30, 2025, the property hereinabove described. Lessee shall have an additional ninety (90) days to remove any crops and/or equipment so long as it does not interfere with the normal use of the property by the Lessor.

Lessee agrees to submit, within 90 days of execution of this lease, an agricultural management and land use plan for the term of the lease.

This lease is for general agricultural purposes and contemplates the exercise of surface rights for agricultural uses and pursuits, although permission is hereby granted for Lessee to do all



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things necessary to prepare the soil for the cultivation of rice, and other agricultural crops. While the use of the lease is to be broadly interpreted so as to allow and encourage the use of the property for an agricultural purpose, its use is to be limited to agricultural. Lessor hereby agrees to provide a productive waterwell for 200 acres of rice, and Lessee hereby agrees to furnish the power unit and fuel for said waterwell. The said waterwell shall be used for the use of the above described property solely and exclusively unless permission is granted by Lessor. Lessor reserves the right to construct, install, maintain and operate subsurface irrigation facilities upon the leased premises. Any credit, reimbursement, or receipt of funds or property of any nature arising by virtue of the installation of said system, whether or not received from the United States Department of Agriculture, shall accrue solely to the benefit of and be provided directly to the Calcasieu Parish School Board. Lessee shall have no rights or claims against any of the same.

Lessee shall have the right, upon prior consent of Lessor, to make improvements on the leased premises, such as fences, buildings, and other improvements reasonably necessary or incidental to the use of the property for agricultural purposes and at the termination of the lease, Lessee shall only have the right to remove these improvements within 90 days after the termination of the lease, for whatever cause, if they can be so removed without detriment to the premises. If the Lessee fails to remove the improvements within that period, they shall become the property of the Lessor, without any cost whatsoever. This right to remove improvements shall not extend to the land itself, fences, pumps, watersheds or to above ground well equipment installed upon the premises.

The Lessee is hereby prohibited from subletting for any purpose the premises without the permission of the Lessor, or assigning his interest herein.

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The consideration for this lease shall be the sum of 25% of the gross rice crop as sold annually. It is agreed that twenty-five percent (25%) of the cost for chemicals and top dressing used in producing the rice crop shall be deducted from the owner's share. It is also agreed that the cost of drying the owner's share of the rice (based on dry barrels going out) of \$1.25 per barrel shall be deducted from the owner's share.

Lessee hereby agrees that, if the Department of Agriculture makes no allotment, then a minimum of one-third ( $1/3$ ) of the crop land must be planted in rice, however, if there is an allotment, Lessee hereby agrees to plant same. The Lessee further agrees to plant as many acres in soybeans as is practical, this latter item is to be subject to negotiation by both parties.

In order to encourage conservation practices and works of improvement in the value of said property, Lessor agrees to share on an annual calendar year basis, half and half, in the cost of conservation practices and works of improvement, provided that Lessor's written permission is obtained prior to the commencement of the work and provided further that upon completion of the work, it has been certified by the United States Soil Conservation Service and approved as to actual performance and value of Lessor. Lessor, however, hereby limits its participation in conservation practices and works of improvement in any given year to \$1,000; this is to say that any work in any given year which is consented to and approved by the Lessor in excess of \$2,000 shall be at the sole cost of Lessee to the extent that the improvement costs, as stated above, up to \$1,000 shall be expressed in the form of a credit against the next monies due Lessor by Lessee, except as to any improvements made during the last year of this lease in which event, if no monies are found to be due Lessor by Lessee after the improvements are made and approved, then Lessee shall receive no credit or refund.



The Lessee agrees to assume all risks and responsibility in connection with the leased premises and shall indemnify, defend and hold harmless the School Board, its members, superintendent, officers, agents and employees from and against any and all claims, losses, demands, or suits (including but not limited to losses, claims, demands or suits for bodily injury, illness, disease, death or loss of services or utilities, damage to property of third parties, or environmental type claims/incidents/damages) including costs, attorney's fees and expenses incidental thereto, occasioned by the Lessee's (including its agents, contractors, employees or invitees) use of the property whether or not said losses, injuries, deaths or property damages arise partially or wholly from the fault of the School Board.

Lessee shall furnish the School Board a certificate of insurance evidencing a minimum of \$1,000,000 OL&T General Liability coverage naming the Calcasieu Parish School Board as an additional insured. Said policy shall not exclude bodily injury or property damage arising out of the application, storage, use, leakage, discharge or dispersal or any herbicide or pesticide. Lessee shall additionally provide evidence that Lessee has procured workers compensation insurance with statutory limits for Lessee's employees who are covered by the Louisiana Workers' Compensation laws.

Said policy shall also contain a minimum thirty (30) day cancellation notification clause and shall be forwarded to the Calcasieu Parish School Board, P. O. Box 800, Lake Charles, Louisiana 70602.

Lessor covenants peaceful possession.

Lessor shall not be liable nor responsible for any expenses or costs whatsoever in connection with the use of the above described property, including but not limited to costs and expenses of preparing the land, plowing, leveling, surveying, fertilizing or harvesting, except as



MARCH 9, 2021

hereinabove provided. Lessee shall plant, cultivate, harvest and sell the crop or crops at his own cost and expense, and shall then mail or deliver to Lessor at its offices at 3310 Broad Street, Lake Charles, Louisiana, not later than 30 days from sale of his crop or May 1 following the crop year, whichever occurs earlier, a check for the full amount of Lessor's share of the proceeds of the crop.

Lessee further agrees to abide and be bound by standard conservation practices with reference to the leased premises, with an aim of a consequent improvement in the value of said property. Lessee further agrees to implement conservation and land use practices as recommended by the United States Soil Conservation Service and approved by Lessor.

All minerals are hereby reserved to the Lessor. Lessor is hereby allowed to explore and drill for mineral production on the above described land and shall be responsible to Lessee only for actual damages which he incurs.

Should Lessor require the use of any portion of the premises for school purposes during the time of the lease, Lessee agrees that he will, after reasonable notice, surrender to Lessor that portion of the property so designated, not to exceed 40 acres.

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

**B. Approval of Athletic Training Services Contract Addendum/LCMH**

Mr. Dellafosse offered a motion to approve, with a second by Mr. Duhon. Mr. Dellafosse offered a substitute motion, seconded by Mr. Hardy, to extend the contract from the originally proposed one-year term to a four-year term. The motion carried on a unanimous vote.

STATE OF LOUISIANA

PARISH OF CALCASIEU

**AMENDMENT TO ATHLETIC TRAINING  
SERVICES CONTRACT**

KNOW ALL MEN BY THESE PRESENTS

That this Amendment is made effective as of August 1, 2021 by and between

MARCH 9, 2021

SOUTHWEST LOUISIANA HOSPITAL ASSOCIATION d/b/a LAKE CHARLES  
MEMORIAL HOSPITAL through its Sports Medicine Program (LCMH Sports Medicine), and  
CALCASIEU PARISH SCHOOL BOARD.

## AMENDMENT

1. Special Terms and Conditions, paragraph numbered 3, is hereby deleted in its entirety and replaced as **follows: "3. The terms of this agreement shall be from August 1, 2017 through July 31, 2025."**

### **ORIGINAL CONTRACT FROM 2017:**

STATE OF LOUISIANA

PARISH OF CALCASIEU  
CONTRACT

ATHLETIC TRAINING SERVICES

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement is made effective as of August 1, 2017 by and between SOUTHWEST LOUISIANA HOSPITAL ASSOCIATION d/b/a LAKE CHARLES MEMORIAL HOSPITAL through its Sports Medicine Program (LCMH Sports Medicine), represented herein by, Larry M. Graham, duly authorized, and CALCASIEU PARISH SCHOOL BOARD, presented herein in by Ron Hayes, its President, duly authorized by the School Board.

School Board operates various public schools throughout Calcasieu Parish, Louisiana and LCMH Sports Medicine employs or retains athletic trainers. School Board desires to obtain and LCMH Sports Medicine desires to furnish services to be provided to student athletes of Calcasieu Parish, including band members, cheerleaders, dance squads or any other groups participating in athletic events. These services to be furnished shall include, but not be limited to, the practice of prevention, emergency management treatment, and physical rehabilitation, of athletic injuries and student athlete medical conditions. In all respects be governed by conditions set forth by the Louisiana Athletic Trainer's Law and LHSAA guidelines, all athletic services will be provided under the supervision of the Medical Director of LCMH Sports Medicine.

### DESCRIPTION OF SERVICES

LCMH Sports Medicine shall provide the services set forth in its response to the Calcasieu Parish School Board's 2013 Request for Proposals Athletic Training Services and LCMH Sports Medicine will



additionally provide the services set forth hereafter.

An athletic trainer will make a minimum of five visits each week during the regular school year to each public high school in Calcasieu Parish, Louisiana. Additionally, bi-annual educational seminars will be held for the education of student trainers, coaches and interested individuals appointed by School Board. In addition, a comprehensive mailing list will be maintained and student trainers will be invited to workshops and educational programs. A quarterly summary of the Athletic Training Program will be prepared by LCMH Sports Medicine and presented to School Board each quarter during the term of this Agreement. The services to be performed are more particularly described as follows.

I. Injury Prevention

- a. An athletic trainer, in conjunction with the principal, athletic director, and/or coach will arrange for the athletes to receive the required LHSAA pre-participation physical at a cost of \$5.00 per individual.
- b. An athletic trainer will serve as an advisor and be available for consultation on basic conditioning programs, strength training, and purchasing of various types of equipment.
- c. An athletic trainer will work in conjunction with the principal, athletic director, and/or coach in the selection and fitting of protective athletic equipment to ensure safe playing conditions.
- d. An athletic trainer will be responsible for providing and maintaining an AED (Automated External Defibrillator).

II. Injury Care

- a. An athletic trainer will be available to carry out emergency management, by attending as many events as possible. If event attendance is not possible, accessibility will be made by mobile phone.
- b. An athletic trainer will be available for emergency management and consultation during practices when possible. Accessibility will be made by mobile phone.
- c. An athletic trainer will consult with the principal, athletic director, and head coach for the provision of emergency care.

III. Rehabilitation

- a. An athletic trainer will carry out physical rehabilitation of an injured athlete as prescribed and directed by the teams or students consulting physicians, and in conjunction with other sports medicine personnel, either



in a clinical setting or in the school training room, where appropriate.

- b. An athletic trainer will assist the teams or students consulting physician in assessing an athlete's readiness to return to activity.

IV. Protective Taping and Bracing

- a. An athletic trainer will be available if possible for taping, wrapping, and bracing or will delegate the appropriate personnel at each school.
- b. An athletic trainer will be available for the selection, design, fabrication, application and fitting of appropriate protective devices.

V. Care of the Training Room

- a. An athletic trainer will be responsible for setting up and stocking the training room and training kits at each school, and ordering supplies as needed.
- b. An athletic trainer will be available for consultation in the management of the athletic training room.

VI. Record Keeping

- a. An athletic trainer will ensure that appropriate pre-participation evaluation forms are used, and delegate an appropriate individual from each school to handle these forms.
- b. Assessment forms will be kept on each athletic injury handled by an athletic trainer.
- c. Reports of injuries will be provided to the coach and to the athlete/parent. Discharge summaries will be provided at the conclusion of rehabilitation.

VII. Education

- a. Athletic trainers will provide education to the coaches and administration personnel on prevention and care of the injuries and the medical aspects of sports, and will conduct two workshops per school year to advocate student trainers.
- b. The athlete and his family will receive education on injury potential, trends, prevention, and care of injuries.
- c. LCMH Sports Medicine will host a free annual Sports Medicine Symposium for coaches and athletic trainers.

VIII. Communication

- a. An athletic trainer will act as a liaison between the physician, coach, athlete, and parents/guardian in the management of athletic injuries.
- b. An athletic trainer will be responsible for the development of a sports medicine "team approach" to include the services of physicians, coaches, students

trainers, athletes, parents/guardians, administrative personnel, and other health care professionals.

- IX. Quality Management Program
  - a. A sports medicine quality management program will be implemented to assure of optimum services to the parish school systems.
- X. Clinical Setting- Off School Site services
  - a. The athletic training staff will have predetermined site or sites which will be stocked with appropriate therapeutic equipment and all taping and emergency management materials required in handling of athletic injuries. The staff utilizes vehicles for traveling to schools and events. All staff members have mobile phones to maintain accessibility.

#### SPECIAL TERMS AND CONDITIONS

1. An athletic trainer shall be a person licensed by the State of Louisiana by the Louisiana State Board of Medical Examiners to perform the services outlined above that is employed or retained by LCMH Sports Medicine.
2. LCMH Sports Medicine will furnish, at its expense, the athletic trainers and pay their salaries and benefits, and provide liability insurance in the amount of not less than \$1,000,000.
3. The terms of this agreement shall be from August 1, 2017 through July 31, 2021.
4. Saturday morning injury clinics will be held during the fall sports season. Athletic trainers will be available for injury assessment. If a referral to a physician is required, the athlete will be charged insurance only, for that physician visit only.
5. LCMH Sports Medicine will accept all forms of reimbursement from the athlete's payer source, including Medicaid.
6. LCMH Sports Medicine will furnish these services at no cost to the Calcasieu Parish School Board for the 2017 - 2021 contract period.
7. Should LCMH Sports Medicine be liable for civil damages to a third party caused by the sole negligence of the Calcasieu Parish School Board, then the Calcasieu Parish School Board will indemnify LCMH Sports Medicine for said damages. Should Calcasieu Parish School Board be liable for civil damages to a



third party caused by the sole negligence of LCMH Sports Medicine, then LCMH Sports Medicine will indemnify Calcasieu Parish School Board for said damages.

8. During the term of this agreement, LCMH Sports Medicine shall maintain and provide evidence of a policy of general liability insurance, which policy shall be primary and non-contributory, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate, naming the Calcasieu Parish School Board, its agents, employees, officers and assigns as Additional Insured's under said policy and including a waiver of subrogation in favor of Calcasieu Parish School Board. Additionally, LCMH Sports Medicine shall maintain and provide evidence of: auto liability coverage in the amount of \$1,000,000 and statutory worker's compensation with \$1,000,000 Employer's Liability coverage and including a waiver of subrogation in favor of Calcasieu Parish School Board. Evidence of insurance shall be furnished prior to the execution of this agreement in the form of a Certificate of Insurance, valid Accord form, and shall include confirmation that there shall be no cancellation, material change, exhaustion of limits or non-renewal for any reason without first giving notice to Calcasieu Parish School Board in accordance with policy provisions. Evidence shall be mailed to: Calcasieu Parish School Board, Attention Risk Management, P. O. Box 800, Lake Charles, LA 70602.
9. CPR training and certification will be offered to student trainers of age.
10. The Calcasieu Parish School Board will receive a quarterly summary of the Athletic Training Service Program, including a profile of the results of the Quality Monitoring Program.
11. Either party can cancel this agreement at any time with or without cause by submitting a 180-day termination letter.

**C. Approval of Calcasieu Parish School Board Head Start Grant Award**

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

**Grant Source:** Federal

**Grant Amount:** \$4,171,827.00

**Schools:** DeQuincy Primary, J. D. Clifton Elementary, J.F. Kennedy Elementary, Jake Drost, Brenda H. Hunter, and J. I. Watson Elementary

**Person Applying:** Michelle L. Joubert – Early Childhood Director

**Purpose:** The Head Start Program provides an integrated approach of early childhood care and education that includes comprehensive services to four hundred fifty (450)



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

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

**D. Approval to re-name the Sam Houston High School basketball gymnasium/Anne Hance Guidry Memorial Gymnasium**

Blue card to address the Board: Lauren Gilley

On a motion to approve by Mr. Duhon and a second by Mr. Hardy, the motion carried on a unanimous vote. This item is available for viewing at the end of this document and at [www.cpsb.org](http://www.cpsb.org).

**E. Final recommendations for instructional technology resource products**

#### Instructional Technology Resource Review

The Instructional Technology Resource Review Committee reviewed products in 4 categories as earlier reported to the board when the committee list and timeline were presented. The committee used a comprehensive rubric to evaluate companies based on videos and materials submitted by each company to narrow options to two in each category listed. Final selections are attached and listed below for approval.

#### **Learning Management Systems**

- Canvas - \$193,340 – 32,300 licenses for 1 year

#### **Classroom Delivery Management**

- Microsoft Teams – District under existing 1-year contract

#### **Asynchronous Product K-12**

- Edgenuity – Price Pending

#### **Web Conferencing**

- Zoom - \$42,000 – 2000 licenses for 1 year

Videos of submitted materials for the final two in each category were opened to district stakeholders to review over the last 2 weeks. The committee received presentations from each of the finalists on February 25<sup>th</sup> and March 1<sup>st</sup>.

Blue card to address the Board: Jessie Beddoe

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

**F. Approval of Resolution Approving One-Time Sales Tax Supplement for Active Employees**

**RESOLUTION**

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

AND WHEREAS, it is the desire of the Calcasieu Parish School Board to use a portion of the excess dedicated sales taxes accumulated in the General Fund to provide a one-time salary supplement to active employees of the Calcasieu Parish School Board for services rendered in the second half of fiscal year 2020-2021 and is to be paid on the March 31, 2021, regularly scheduled pay date,

AND WHEREAS, an employee is defined as an individual actively working full-time or part-time in their respective position and employed by the Calcasieu Parish School Board on March 9, 2021, (excludes board members and substitute labor),

AND WHEREAS, this supplement is being provided conditioned on employees completing their respective scheduled days to be worked for the second half of the 2020-2021 fiscal year (beginning January 7, 2021 for all employees) and any employee not fulfilling this requirement is subject to having the supplement prorated by the Superintendent and surrendering any portion not earned,

THEREFORE BE IT RESOLVED, that all employees based on the teachers' salary schedule shall be paid a gross supplement of \$1,460 and all other personnel shall be paid a gross supplement of \$1,020 with one-half of the appropriate supplement paid to employees classified as part-time, and that any exceptions to the preceding definitions and rules will be resolved by the Superintendent and that said supplement is to be paid on the March 31, 2021, regularly scheduled pay date,

AND BE IT FURTHER RESOLVED that requests by employees to make changes to their federal withholding form W-4 or state withholding form L-2 received after March 2, 2021, will not be honored until April 1, 2021.

Blue card to address the Board: Vicky Johnston/CAE

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

**BID REPORTS**

Mr. Breaux read the following:



MARCH 9, 2021

A. Bid #2021-08PC; District 31 Bond Funds/Brenda Hunter Head Start Improvements Phase III

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

DATE: March 2, 2021

DESCRIPTION:

Brenda Hunter Head Start- Improvements Phase 111

FUNDS: School District #23 Bond funds

BID NUMBER: 2021-08PC

DESIGNER: Moss Architects, Inc.

CONTRACTOR	BASE BID
Cuzan Services LLC	\$2,645,000.00
Gunter Construction Inc.	
J Reed Constructors, Inc.	\$2,226,000.00
John D. Myers & Associates, Inc.	
Miller & Associates , Inc.	
Pat Williams Construction , Inc.	\$2,340,000.00
Seth Priola Construction, LLC	\$2,207,000.00

The Committee recommends award of the contract to:

Seth Priola Construction , LLC

(Base Bid) in the amount of: \$2,207,000.00

Two Million Two Hundred Seven Thousand Dollars and no/100

as the lowest qualified bidder meeting specifications.

On a motion to approve by Mr. Dellafosse and a second by Mr. Duhon, the motion carried with one nay vote.

B. Bid #2021-34 – School Food Services Department/Convection Ovens

BID 2021-34 – CONVECTION OVENS was opened on March 4, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

ALACK REFRIGERATION



ASSOCIATED FOOD EQPT  
CENTRAL RESTAURANT  
LAFAYETTE RESTAURANT  
NOLA RESTAURANT

BID RESULTS AS FOLLOWS:

ALACK	REFRIGERATION	\$36,036.00
ASSOCIATED FOOD EQPT		\$21,700.00 *
CULINARY DEPOT		\$33,700.00
DOUGLAS EQUIPMENT		\$64,997.24
LAFAYETTE RESTAURANT		\$40,460.00
NOLA RESTAURANT		\$33,374.00
SAM TELL & SONS		\$65,217.96

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

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. Change Order Number Two (2) for the project, "Sam Houston High School Football Field Improvements," Sales Tax District 3 Funds; Champeaux Evans Hotard, APAC, Architect; GeoSurfaces, Inc., Contractor; *Decrease* of eighteen thousand, one hundred seventy one dollars and seventy cents (\$18, 171.70 and *Increase* of one hundred forty three (143) days.

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

B. Recommendation of Acceptance/Combre-Fondel Elementary Improvements Phase III/District 31 Bond Funds.

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

C. Beneficial Occupancy/Classroom Pods, Phase II/Riverboat Funds and \$50 million allocation.

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

**D. Recommendation of Acceptance/Sam Houston High School Football Field Improvements; Sales Tax District 3 Funds.**

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

### **CONDOLENCES**

Mr. Dellafosse commended the staff for getting the schools back up after the recent ice storm. He asked for a letter of condolence to the family of Ms. Lisa Morgan and to the family of Mr. Rodney Geyen, Jr. He congratulated the LaGrange Lady Gator Basketball Team for their recent State Championship win.

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

The family of Mrs. Ruby Lewis  
The family of Mr. Peter Doucet  
The family of Mr. Rodney Geyen, Jr.  
The family of Mr. Harold Winey  
The family of Mr. Ozie Rideaux  
The family of Mr. Franklin Geyen

Mr. Castille asked for a letter of condolence to the family of Ms. Gay Taylor.

Mr. Duhon and Mr. Wallace asked to be added as requesting a letter of condolence to the family of Mr. Harold Winey.

Mr. Wallace asked for a letter of condolence to the family of Mrs. Leslie Andrus.

Mr. Natali asked for a letter of condolence to the Shelly LeBleu at the loss of her mother. He asked for a letter of condolence to the family of Mr. Doyle Cannon, his father-in-law.

### **SCHEDULE COMMITTEES**

March 23, 2021.....5:00 p.m. Budget Committee

### **ADJOURN MEETING**

On a motion to adjourn by Mr. Dellafosse and a second by Mr. Duhon, the meeting was adjourned at 6:36 p.m. on a unanimous vote.

---

William (Billy) Breaux, President

---

Karl Bruchhaus, Secretary

LOAN AND ASSIGNMENT AGREEMENT

by and between

LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL  
FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY

and

CALCASIEU PARISH SCHOOL BOARD

in connection with:

Not to exceed  
\$40,000,000

Louisiana Local Government Environmental Facilities  
and Community Development Authority  
Revenue Bonds  
(Calcasieu Parish School Recovery Project)  
Series 2021A

Dated as of March 1, 2021



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## LOAN AND ASSIGNMENT AGREEMENT

This LOAN AND ASSIGNMENT AGREEMENT dated as of March 1, 2021 (together with any amendments hereto, the "*Agreement*"), is between the LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (the "*Authority*"), a political subdivision of the State of Louisiana created pursuant to the authority of Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 4548.16) (the "*Act*"), the CALCASIEU PARISH SCHOOL BOARD, a body politic and corporate of the State of Louisiana (the "*Board*") created pursuant to the authority of Section 51 of Title 17 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 17:51), as the governing authority of the public school system of Calcasieu Parish, State of Louisiana (the "*Board*") and Regions Capital Advantage, Inc. (the "*Lender*").

### WITNESSETH:

WHEREAS, the Authority was duly created under and pursuant to the provisions of the Act as a political subdivision of the State of Louisiana (the "*State*");

WHEREAS, the Authority is authorized by the Act, among other things, to assist in financing and refinancing the construction and acquisition of public infrastructure and public works of all types and the acquisition of necessary equipment by political subdivisions, as defined in the Act;

WHEREAS, pursuant to the Act, and in order to encourage the construction of such facilities and the acquisition of such necessary equipment by political subdivisions which become members of the Authority, which the Authority believes to be in the public interest and for the benefit of the health, safety and welfare of the citizens of the State, the Authority is authorized to issue its revenue bonds, and other debt obligations, and loan the proceeds of thereof to such political subdivisions;

WHEREAS, as a direct result of unprecedented damage and destruction visited and inflicted upon the Parish of Calcasieu, State of Louisiana, by Hurricanes Laura and Delta, all seventy-five (75) of the public school facilities (the "*Facilities*") of the Board sustained damage, to varying degrees, the Board must borrow funds for the purpose of financing damage demolition, repair, reconstruction, renovation, restoration and improvement of its Facilities, including all furnishings, fixtures and facilities incidental or necessary in connection therewith;

WHEREAS, on November 10, 2020, the Board took initial official action to proceed with development of a revenue bond financing to be issued by the Authority, in an amount not to exceed ONE HUNDRED MILLION AND NO/100 (\$100,000,000) DOLLARS, to be issued in a single or multiple series on a tax-exempt or taxable basis, with interest thereon not to exceed five (5%) per centum per annum, for a term not to exceed twenty (20) years, for the use and benefit of the Board in order to fund a portion of the costs of hurricane damage demolition, repair, reconstruction, renovation, restoration and improvement of its Facilities, including all furnishings, fixtures and facilities incidental or necessary in connection therewith;

WHEREAS, on December 17, 2020, the Louisiana State Bond Commission gave authority and consent to the Authority for issuance of its bonds, for and on behalf of the Board, all as more fully described hereinafter;

WHEREAS, it is the expectation of the Authority that significant portions of the costs of hurricane damage recovery and restoration will be funded through a grant/reimbursement process through



the United States Federal Emergency Management Agency ("*FEMA*"), but the FEMA grant/reimbursement process is known to be both lengthy and requiring prior expenditure of the Board's funds prior to application for reimbursement;

WHEREAS, the Authority desires to proceed with authorization and approval of issuance of the bonds, issuance of which are expressly authorized by the provisions of the Act;

WHEREAS, on February 2, 2021, the Authority issued \$35,000,000 Revenue Bonds, (Calcasieu Parish School Recovery Project), Series 2021, as the first series of the bonds authorized on November 12, 2020, as its first series of the bonds authorized by the Board on November 10, 2020;

WHEREAS, the Authority is authorized to, and believes it to be in the best interest of the Authority, the Board and the State, to issue its second series of Revenue Bonds in the amount of FORTY MILLION AND NO/100 (\$40,000,000) DOLLARS, (Calcasieu Parish School Recovery Project) Series 2021A (the "*Bonds*") and to loan the proceeds derived from the sale thereof to the Board to be used by the Board for the purpose of (i) financing the costs of damage demolition, repair, reconstruction, renovation, restoration and improvement of its Facilities, including all furnishings, fixtures and facilities incidental or necessary in connection therewith, as further described on Exhibit A hereto; and (ii) pay the costs of issuance of the Bonds (collectively, the "*Project*");

WHEREAS, the Board and the Authority are empowered to consummate the transactions contemplated hereunder and to do all acts and exercise all powers and assume all obligations necessary, or incidental thereto;

WHEREAS, in consideration of the issuance of the Bonds by the Authority, the Board will agree to make payments from its Lawfully Available Funds (as defined herein) pursuant to this Agreement in an amount sufficient to pay the principal of and interest on the Bonds;

WHEREAS, the Authority has adopted a resolution authorizing the sale and the issuance of the Bonds, execution and delivery of instruments pertaining to the issuance thereof and other actions to be taken by the Executive Committee of the Authority in connection with the authorization, issuance, sale and delivery of the Bonds and the application of the proceeds thereof;

WHEREAS, all acts, conditions and things required by the laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Agreement have happened, exist and have been performed as so required in order to make this Agreement a valid and binding agreement in accordance with its terms;

WHEREAS, each of the parties hereto represents that it is fully authorized to enter into and perform and fulfill the obligations imposed upon it under this Agreement and the parties are now prepared to execute and deliver this Agreement; and

WHEREAS, in consideration of the respective representations and agreements contained herein, the parties hereto, recognizing that under the Act this Agreement shall not in any way obligate the State or any political subdivision thereof, including, without limitation, the Authority, to raise any money by taxation or use other public moneys for any purpose in relation to the Bonds and that neither the State nor the Authority, shall pay or promise to pay any debt or meet any financial obligation to any person at any time in relation to the Bonds except from moneys received or to be received under the provisions of this Agreement and the Indenture or derived from the exercise of the rights of the Authority thereunder, agree as follows.

NOW, THEREFORE, THIS LOAN AGREEMENT WITNESSETH:

ARTICLE I  
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto or in the Indenture. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

*"Administrative Expenses"* means the necessary, reasonable and direct out-of-pocket expenses incurred by the Authority or the Trustee pursuant to this Agreement and the Indenture, the compensation of the Trustee under the Indenture (including, but not limited to an annual administrative fee charged by the Trustee) and the compensation of the Authority, and the necessary, reasonable and direct out-of-pocket expenses of the Trustee incurred by the Trustee in the performance of its duties under the Indenture including attorneys' fees, costs and expenses.

*"Bonds"* means the Authority's FORTY MILLION AND NO/100 (\$40,000,000) DOLLARS Revenue Bonds (Calcasieu Parish School Recovery Project) Series 2021A herein authorized.

*"Bond Counsel"* means Joseph A. Delafield, A Professional Corporation, or an attorney or firm of attorneys of nationally recognized standing in matters pertaining to obligations issued by states or their political subdivisions and the exclusion of interest thereon from gross income for federal income tax purposes, appointed by the Authority or the Board and acceptable to the Trustee.

*"Code"* means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

*"Contaminant"* shall mean any waste, pollutant or hazardous substance, as those terms are defined in CERCLA, regulations promulgated thereunder and any applicable state statutes, and any toxic substance, solid or hazardous waste as defined in RCRA and any applicable state statutes, special waste, petroleum or petroleum-derived substance, radioactive material or waste, polychlorinated biphenyls (PCBs), asbestos, or any continuant of any such substances or wastes.

*"Determination of Taxability"* shall mean a determination that the interest income on any of the Bonds is not excludable from gross income for federal income tax purposes under the Code, which determination will be deemed to have been made on the first to occur of any of the following:

(i) The date on which the Trustee is notified that Bond Counsel is unable to deliver an opinion that interest on the Bonds qualifies as exempt from income taxation or is provided with an opinion of nationally recognized bond counsel to the effect that interest on the Bonds does not qualify as exempt interest under the Code; or

(ii) The date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any public or private ruling, technical advice memorandum or any other written communication or on which there shall occur a ruling or decision of a court of competent jurisdiction



with or to the effect that the interest income on the Bonds does not qualify as tax-exempt interest; or

(iii) The date on which the Authority or the Board receives notice from the Trustee in writing that the Trustee has been notified by the Internal Revenue Service, or has been advised by the Authority or the Board, that the Internal Revenue Service has issued a private ruling, technical advice, notice of deficiency, 30 day letter or similar notice or other formal written determination which asserts that interest on the Bonds does not qualify as tax-exempt interest.

*“Environmental Lien”* shall mean a lien in favor of any Governmental Corporation for (i) any liability under federal or state environmental laws or regulations or (ii) damages arising from, or costs incurred by such Governmental Corporation in response to, a Release or threatened Release of a Contaminant into the environment.

*“Environmental Regulation”* shall mean any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, contaminants, chemical waste, materials or substances.

*“Facilities”* or *“Properties”* shall include all buildings, structures, fixtures, furnishings, equipment and other property, movable and immovable, and all franchises, land, rights-of-way, privileges, servitudes, easements, licenses, rights and any other interests in immovable property owned, leased, subleased or otherwise acquired by the Board and used or useful in connection with or incident to such facilities, or used or useful by the Board in connection with or incident to its purposes.

*“FEMA”* means the Federal Emergency Management Agency, or its successors or assigns.

*“FEMA Reimbursement”* means each reimbursement to the Board for the Costs of the Project received from the Federal Emergency Management Agency.

*“Fiscal Year”* means any period of twelve consecutive months adopted by the Board as its fiscal year for financial reporting purposes, presently the period beginning on July 1 and ending on June 30 of the succeeding year.

*“Governmental Corporation”* shall mean any nation or government, any federal, state, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

*“Hazardous Substances”* shall mean dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances as defined in Environmental Regulations, and also any urea formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner or mortgagee or any Holder to any damages, penalties or liabilities under any applicable Environmental Regulation.

*“Indenture”* means the Trust Indenture dated as of March 1, 2021, between the Authority and the Trustee, as it may be amended or supplemented from time to time by supplemental indentures in accordance with the provisions thereof.

*"Interest Payment Date"* or *"interest payment date"*, when used with respect to the Bonds, means each April 1 and October 1, commencing October 1, 2021.

*"Lawfully Available Funds"* means, collectively, the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the Board, including without limitation the FEMA Reimbursements, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are in the future legally dedicated and required for purposes inconsistent with the Project by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law, and provided further that the full faith and credit of the Board is not pledged and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Board from time to time.

*"Lender"* means Regions Capital Advantage, Inc., as purchaser of the Bonds.

*"Lender Letter"* means the investment letter required to be executed by the Lender, substantially in the form attached to this Indenture as Exhibit C.

*"Liabilities and Costs"* shall mean all liabilities, obligations, responsibilities, losses, damages, costs and expenses (including, without limitations, attorney, expert and consulting fees and costs of investigation and feasibility studies), fines, penalties, monetary sanctions and interest.

*"Loan"* means the aggregate amount of the moneys loaned to the Board pursuant to this Agreement.

*"Maximum Rate"* means five percent (5.00%).

*"Officer's Certificate"* means a certificate signed by an Authorized Board Representative.

*"Payments"* means the amounts of repayments of the Loan with respect to the Bonds to be made by the Board as provided in Article IV of this Agreement.

*"Permitted Encumbrances"* means:

(b) any lien arising by reason of any good faith deposit with the Board in connection with any lease of real estate, bid or contract (other than any contract for the payment of money);

(c) any lien arising by reason of any deposit with or giving of security to any governmental agency as a condition to the transaction of any business or the participation by the Board in any funds established to cover insurance risk or in connection with worker's compensation, unemployment insurance, pension plans or other social security;

(d) any right reserved to any municipality or other public authority by the terms of any franchise, grant, license or provision of law affecting any property of the Board and any lien on any property of the Board for taxes, assessments or other municipal charges so long as such charges are not due and payable or not delinquent (or, if due or delinquent, the amount or validity of such charges is being contested in good faith with due diligence and execution of any such lien is stayed);

(e) mechanics' and materialmen's liens in connection with any property of the Board so long as any amounts secured by such lien are not due and payable or not delinquent (or, if due or delinquent,



the amount or validity of such charges is being contested in good faith with due diligence and execution of any such lien is stayed);

(f) the Indenture and this Agreement;

(g) any lien on property received by the Board through a gift, grant or bequest constituting a restriction imposed by the donor, grantor or testator on such gift, grant or bequest (or the income therefrom), provided that any such lien may not be extended, renewed or modified in any way or applied to any additional property of the Board unless it would otherwise qualify as a Permitted Encumbrance;

(h) any security interest in personal property securing all or a portion of the purchase price thereof (provided that this Permitted Encumbrance shall not be construed to permit the incurrence of indebtedness secured by such a security interest, it being understood that any such indebtedness may be incurred only to the extent expressly permitted by the other applicable provisions of the Indenture or this Agreement);

(i) such easements, rights-of-way, servitudes, restrictions and other defects, liens and encumbrances as are determined not to materially impair the use of the Board's facilities for their intended purposes or the value of such facilities, such determination to be made in a certificate of an authorized officer of the Board supported by an opinion of independent counsel or a report or opinion of an independent management consultant;

(j) liens incurred or assumed primarily for the acquisition or use of personal property and equipment (including equipment which is not treated as personal property under applicable state law) under the terms of installment purchase contracts, loans secured by purchase money mortgages or security interests in the financed property, lease purchase agreements or capital leases of the financed property; and

(k) any lien placed upon any third party leasehold or other interest in and to any portion of the Project, whether currently existing or hereafter encumbering such interest in the Project.

(l) In addition, encumbrances in existence as of the date of issuance of the Bonds as set forth in Exhibit B hereof are hereby qualified as Permitted Encumbrances. Any such existing encumbrance may not be extended, renewed or modified in any way or applied to any additional Properties of the Board unless it would otherwise qualify as a Permitted Encumbrance.

*"Project Documents"* means, collectively, the construction contracts and amendments thereto, other contract documents and agreements, and surety Bonds and instruments pertaining to the Project.

*"Release"* shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing or dispersing into the indoor or outdoor environment or into or out of the Property, including, but not limited to, the movement of Contaminants through or in the air, soil, surface water, groundwater or the Property and the abandonment or discard or barrels, containers, and other open or closed receptacles containing any Contaminant.

*"Remedial Action"* shall mean actions related to (i) cleaning up, removing, treating or in any other way addressing Contaminants in the indoor or outdoor environment (ii) preventing or minimizing the Release or threat of Release of Contaminants so that Contaminants do not migrate or endanger or threaten to endanger public health or welfare of the indoor or outdoor environment; and (iii) collecting environmental data or performing pre-remedial studies and investigations and performing operations and maintenance and post-remedial monitoring and care.

*"Requirement of Law"* shall mean any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, and any provision or condition of any Permit or other binding determination of any Governmental Corporation.

*"Trustee"* means initially Regions Bank, an Alabama state banking association with a corporate trust office in the City of Baton Rouge, Louisiana.

#### Section 1.2 Rules of Construction

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, the word "person" shall include the plural as well as the singular number, and "person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

(c) Provisions calling for the redemption of Bonds or the calling of Bonds for redemption do not mean or include the payment of Bonds at their stated maturity or maturities.

(d) All references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

### ARTICLE II REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority represents and warrants as follows:

(a) The Authority is a political subdivision of the State.

(b) Under the provisions of the Act, the Authority is duly authorized to enter into, execute and deliver this Agreement, to undertake the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(c) The Authority has duly authorized execution and delivery of this Agreement, the Indenture, the Tax Agreement and the Bonds.

(d) The Authority agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

Section 2.2 Representations of the Board. The Board makes the following representations and warranties:

(a) The Board is a body corporate and politic of the State created pursuant to the provisions of Section 51 of Title 17 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 17:51).

(b) Each of the statements made with respect to the Board in the recitals of this Agreement is true, correct and complete.



(c) The Board is not in breach of or in default under any of the provisions of (i) any judgment, decree, order, statute, rule or regulation applicable to it or to its Properties, or (ii) any material provision of any material Indenture, mortgage, loan agreement, financing agreement or other contract or instrument to which it is a party or by which it or any of its Facilities are bound.

(d) The Board is not required in connection with the transactions contemplated by this Agreement to obtain any consent not already obtained.

(e) The Board has or timely will obtain as required all authority, permits, licenses, consents and authorizations as are necessary to own, lease and operate its Facilities and to carry on its business and to carry out and consummate all the transactions contemplated by this Agreement.

(f) This Agreement and the Tax Agreement constitute a legal, valid and binding obligation of the Board, in accordance with their terms and the authorization, execution and delivery hereof and thereof and compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the Board a violation of, breach of, or default under (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the Board is a party or by which it or any of its Properties are bound, (ii) any order, injunction or decree of any court or governmental authority, or (iii) the provisions of its charter, as amended, or by-laws, as amended.

(g) There is no action, suit, proceedings inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Board, wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement and the Tax Agreement, or any other agreement or instrument to which the Board is a party used in connection with the consummation of the transactions contemplated hereunder.

(h) The Board has obligated itself to acquire and develop the Project pursuant to this Agreement and the Board has the full power, right and authority to construct and install the Project and has obtained, or timely will obtain, all permits, licenses and approvals of governmental agencies necessary to undertake and complete such acquisition, construction and installation.

(i) Each component of the Project is or, when acquired, will be located within the State.

(j) The Project is an "Authorized Project" pursuant to the Act, and the Board will operate the Project as an "Authorized Project" for as long as the Bonds remain outstanding.

### Section 2.3 Environmental Representations.

(a) The Board represents that:

(i) To the best of its knowledge, after due inquiry, no litigation, investigation or administrative or other proceeding of any kind before or by any Governmental Corporation or private party relating to (A) any environmental, health, or safety Requirement of Law, (B) any Remedial Action, (C) any Liabilities and Costs arising from the Release or threatened Release of Contaminant into the environment or (D) any other Liabilities and Costs arising from or concerning environmental, health or safety issues or conditions is pending or threatened against or involving the Project.

(ii) The Board is not subject to any judgment, injunction, writ, order or agreement respecting (A) any environmental, health or safety Requirement of Law, (B) any Remedial Action, (C) any Liabilities and Costs arising from the Release or threatened Release of any Contaminant into the environment or (D) any other Liabilities and Costs arising from or concerning environmental, health or



safety issues or conditions arising from a violation of law. In addition, the Board is not now aware, after due inquiry, of any grounds on which such judgment, injunction, writ, order or agreement might be based.

(iii) The Board has taken all steps necessary to determine and has determined that no Contaminants have been disposed of on the Project in any material manner and that there has been no Release of any Contaminant on, from, under or to the Project other than in compliance with applicable law.

(iv) The operations or other activities of the Board will not result in the disposal or other Release of any Contaminant on or from the Project other than in all cases in compliance with applicable law.

(v) The Board has not entered into any negotiations or agreements with any person (including, without limitation, any prior owner of any part of the Project) relating to any Remedial Action.

(vi) The Board has not received any notice or claim or information to the effect that it is or may be liable to any Person as a result of the Release or threatened Release of a Contaminant into the environment in violation of applicable law.

(vii) No Environmental Lien has attached to the Project.

(viii) To the best of its knowledge, the Project does not contain any asbestos or PCB containing material in violation of any Requirement of Law.

(b) The operations or other activities of the Board shall not result in the disposal or other Release of any Contaminant on or from the Project other than in compliance with all current and future applicable environmental laws and the Board shall not engage in any activities that will result in the violation of any current or future environmental laws. The Board shall obtain from time to time all permits required under any current or future environmental laws so that the operations of the Board will be in accordance with such laws.

(c) The Board will make available for inspection from time to time all documents and information in its possession and control regarding activities and conditions relating to the Project and other assets which may result in noncompliance with, or liability under, any Requirement of Law.

(d) The Board shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project other than in accordance with all applicable Environmental Regulations, shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom other than in accordance with all applicable Environmental Regulations, shall not install or permit to be installed any underground storage tank therein or thereunder other than in accordance with all applicable Environmental Regulations, and shall comply with all Environmental Regulations which are applicable to Project. The Board shall indemnify the Trustee, the Lender and the Authority and shall hold the Trustee, the Lender and the Authority harmless from, and shall reimburse the Trustee, the Lender and the Authority for, any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, including court costs and attorneys' fees, costs and expenses directly or indirectly incurred by the Trustee, the Lender or the Authority and the payee and holder of any Bonds (prior to trial, at trial and on appeal) in any action against or involving the Trustee, the Lender or the Authority, resulting from any breach of the foregoing covenants, or from the discovery

of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not the Board is responsible therefor, it being the intent of the Board that the Trustee, the Lender and the Authority shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances by virtue of their interests, if any, in the Project created by the Indenture, this Agreement or otherwise, or hereafter created, or as the result of the Trustee, the Lender or the Authority exercising its rights under any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure. The foregoing representations, warranties and covenants shall be declared continuing covenants, representations and warranties for the benefit of the Trustee, the Lender and the Authority and any successors and assigns thereof, including but not limited to any transferee of the title of the Trustee and any subsequent owner of the Project, and shall survive the satisfaction and release of the Indenture, the Agreement or under any other instrument, and/or any acquisition of title to the Project or any part thereof by the Trustee, the Lender or the Authority by deed in lieu of foreclosure or otherwise. Any amount covered by the foregoing indemnification shall bear interest from the date incurred at a rate of 1.0% above the highest rate of interest borne by any Bonds during the 365 days prior to the date on which such indemnification obligation has incurred, or, if less, the maximum rate permitted by law, and shall be payable on demand.

### ARTICLE III TERM, NATURE AND BENEFITS OF AGREEMENT

Section 3.1 Term. The term of this Agreement shall commence on the Closing Date for the Bonds, and shall terminate (unless discharged upon prepayment of all sums due hereunder by the Board prior thereto as hereinafter provided) on the date on which the Bonds and all other sums secured hereunder shall have been paid or provision for their payment shall have been made in accordance herewith. Notwithstanding the foregoing, the indemnification provisions of this Agreement shall survive the termination thereof and the defeasance of the Bonds under the Indenture.

#### Section 3.2 Nature and Benefits.

(a) This Agreement has been executed and delivered in part to induce concurrently herewith the purchase by others of the Bonds, and, accordingly, all covenants and agreements on the part of the Board and the Authority, as set forth therein and herein, are hereby declared to be for the benefit of the Trustee for the owners from time to time of the Bonds. The Board consents and agrees to the assignment by the Authority to the Trustee under the Indenture of all of the Authority's right, title and interest (except for certain rights relating to exculpation, indemnification and payment of expenses) in, to and under this Agreement and agrees that the provisions hereof may be enforced by the Trustee under the provisions of the Indenture. The Board agrees to do all things within its power in order to comply with, and to enable the Authority to comply with, all requirements and to fulfill, and to enable the Authority to fulfill, all covenants of the Indenture and the Bonds.

(b) This Agreement is (i) a debt obligation of the Board not subject to cancellation due to inability to appropriate funds to make Payment, (ii) payable from Lawfully Available Funds of the Board, and (iii) this Agreement shall remain in full force and effect until the Bonds and the interest therein have been fully paid or otherwise provided for or discharged.

#### Section 3.3 Revision of Project Documents.

(a) The Board may revise the Project Documents and the description of the Project in Exhibit A hereto from time to time (including, without limitation, the deletion or revision of any of the facilities included in the Project and/or the substitution therefor of other facilities) without the consent of the

Authority, the Trustee or the holders of the Bonds. In the case of any change that would render materially inaccurate the description of the Project in Exhibit A hereto, there shall be delivered to the Trustee, the Lender and the Authority a revised Exhibit A containing a description of the Project that reflects the change in the Project Documents, the accuracy of which shall have been certified by an Authorized Board Representative.

(b) Prior to effecting any change in or revision of the Project Documents, the Board shall deliver to the Authority and the Lender evidence of all governmental or regulatory approvals required therefor, if any.

Section 3.4 Development of the Project. The Board shall develop the Project with all reasonable dispatch and only in accordance with the Project Documents and shall take all action necessary to enforce the provisions of the Project Documents.

Section 3.5 Disbursements from Project Fund. The money in the Project Fund shall be applied by the Trustee in accordance with the Indenture, and in connection therewith requisitions shall be presented by the Board signed by an Authorized Board Representative, for payment of the Costs of the Project in accordance with Article IV of the Indenture and Article III of this Agreement, and pending such application such money shall be invested and reinvested in accordance with Article IV of the Indenture. The form of requisition for requisitions from the Project Fund is attached to the Indenture as Exhibit B.

Section 3.6 No Warranty.

(a) The Board acknowledges its full familiarity with the Project and that the Authority has no responsibility for the acquisition and development of the Project. The Authority makes no representation or warranty, either express or implied, and offers no assurance that the proceeds of the Bonds will be sufficient to pay in full the Costs of the Project in accordance with the Project Documents.

(b) In order to provide funds for paying the Costs of the Project, the Authority, as soon as practicable after the execution of this Agreement, will proceed to issue, sell and deliver the Bonds to the Lender and will deposit the proceeds thereof as provided by Section 4.1 of the Indenture with the Trustee for disbursement in accordance with the provisions of the Indenture.

(c) All of the Board's right, title and interest to Lawfully Available Funds are hereby irrevocably pledged by the Board for the payment of debt service requirements on the Bonds issued under the Indenture.

Section 3.7 Security. To secure the Board's obligations under this Agreement, the Board irrevocably pledges to the Trustee for the benefit of the holders of the Bonds all of its right, title and interest to the Lawfully Available Funds for the payment of debt service requirements on the Bonds issued under the Indenture and the making of all other Payments required hereunder and thereunder.

Section 3.8 Establishment of Completion Date. The date upon which the construction and equipping of the Facilities is substantially complete shall be evidenced to the Authority, the Lender and the Trustee by delivery to the Authority, the Lender and the Trustee of a certificate signed by an Authorized Borrower Representative. The certificate shall set forth the respective Costs of the Project and state that, except for amounts not then due and payable, or the liability for the payment of which is being contested or disputed in good faith by the Board and adequate reserves for which are on hand, (a) the construction and equipping of the Facilities has been completed and the Costs of the Project have been paid, and (b) all other facilities necessary in connection with the Facilities have been acquired, constructed, and installed and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the



foregoing, such certificate shall state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or which may subsequently come into being.

ARTICLE IV  
DISBURSEMENT OF BONDS PROCEEDS; PAYMENTS;  
CREDITS; OBLIGATIONS UNCONDITIONAL; PREPAYMENT

Section 4.1 Loan of Proceeds. Upon the terms and conditions of this Agreement, the Authority shall lend to the Board the proceeds of the sale of the Bonds. The proceeds of the Loan shall be deposited with the Trustee and applied in accordance with the Indenture.

Section 4.2 Amounts Payable. The Board, for and in consideration of the issuance of the BONDS under the Indenture by the Authority and the application of the proceeds thereof by the Authority as provided in the Indenture for the benefit of the Board, hereby promises to repay the Loan from any Lawfully Available Funds by making the following payments (collectively, the "*Payments*") to or for the account of the Authority:

(a) *Debt Service*. Payments being, in the aggregate, in an amount sufficient for the payment in full of all Bonds from time to time issued under the Indenture and then outstanding, including (1) the total interest becoming due and payable on the Bonds to the date of payment thereof, and (2) the total principal amount of and premium, if any, on the Bonds. The debt service payments with respect to the Bonds shall be payable directly to the Trustee for the account of the Authority in installments as follows:

(i) Semiannually, on each March 25 and September 25, commencing September 25, 2021 to the Debt Service Fund an amount equal to the interest due and payable on the Bonds on the succeeding April 1 or October 1, as the case may be; and

(ii) Annually, on each March 25 to the Debt Service Fund, an amount equal to the principal of and premium, if any, outstanding on the Bonds on the succeeding April 1 as set forth in the Indenture; and

(iii) Immediately upon demand of the Trustee, an amount sufficient to make up any deficiency in any prior payment required to be made and to restore any loss resulting from investment or other causes from the funds and accounts created pursuant to the Indenture and any other payment required to be made pursuant to the Indenture.

(b) *Default or Delay*. Payments consisting of the amounts, fees and expenses which the Authority may incur or be or become legally obligated to pay under the terms of the Bonds or the Indenture by reason of any default hereunder or thereunder or any default or delay in Payment of the sums due hereunder or thereunder, provided that such default or delay shall have resulted in the Board's default or breach of covenant under this Agreement; the amount expended by the Authority or the Trustee or indebtedness incurred by the Authority or the Trustee for the purpose of curing the Board's defaults hereunder or in connection with any defaults under the Bonds or the Indenture and all costs, expenses and charges, including reasonable attorneys' fees, costs and expenses, incurred by the Authority or the Trustee in collecting the Payments or in enforcing any covenant or agreement of the Board contained in this Agreement or incurred in pursuing any remedy hereunder or under the Indenture.

(c) *Costs of Issuance and Administrative Expense*. Payments consisting of Costs of Issuance of the Bonds and the Administrative Expenses, including the Authority's fee, the Trustee's initial acceptance fee, and the fees and expenses of counsel to the Trustee in connection with the issuance of the Bonds, to be paid directly to the Authority, the Trustee or counsel to the Trustee upon demand, and,

commencing on the Closing Date and continuing until the principal of and interest on all Bonds outstanding under the Indenture shall have been fully paid, including (i) the annual fee, if any, of the Trustee for the ordinary services of the Trustee rendered and ordinary expenses incurred under the Indenture during the twelve month period preceding that date, (ii) the reasonable fees and charges of the Trustee, and all costs relating to the exchanging of Bonds as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, including attorneys' fees, as and when the same become due, provided that the Board may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses, and in the event of such contest may only withhold payment of the contested fees, charges or expenses.

(d) *Rebate and Indemnification Payments.* At such time as may be required by the Tax Regulatory Agreement but not less often than annually, the Board agrees to make payments to the Rebate Fund in the amount required to be deposited thereunder. The Board further covenants and agrees to make payments to the proper parties in the amounts necessary and at the times required in order to satisfy any indemnification requirements under this Agreement or the Indenture.

(e) Whenever the Board shall fail to pay the full amount of any installment of Payments payable under Sections 4.2(a)(i) or 4.2(a)(ii) above by the date on which such installment is due, the Trustee shall give immediate telephonic notice thereof, promptly confirmed in writing, to an Authorized Board Representative.

(f) Each installment of the Payments payable by the Board hereunder shall be in an amount, including moneys in the Debt Service Fund then available, designed to provide for the timely payment in full of the principal of and interest on the Bonds.

(g) Notwithstanding anything to the contrary contained herein, the Board promises that it will pay the Payments from any Lawfully Available Funds, at such times and in such amounts as to assure that no default in the payment of principal of or interest on the Bonds shall at any time occur. The Board does hereby obligate itself and its successors to budget annually a sum of money sufficient to make the Payments required by this Agreement, including any principal and/or interest on the Bonds theretofore matured and unpaid and to collect revenues sufficient to make such Payments.

Section 4.3 Credits Against Repayment. A credit against and reduction of the Payments shall be derived only from the following sources:

(a) Surplus moneys (including investment earnings) contained in the Funds and Accounts held by the Trustee under the Indenture;

(b) Advance payments or prepayments of Payments; and

(c) Reductions in principal and interest requirements of Bonds due to the purchase or redemption of Bonds as provided in the Indenture.

Section 4.4 Repayment from Lawfully Available Funds.

(a) As authorized by the Act, the obligation of the Board to repay the Loan by making the Payments from any Lawfully Available Funds shall be absolute and unconditional and shall not be subject to, nor shall the Board be entitled to assert, any rights of non-appropriation, abatement, deduction, reduction, deferment, recoupment, setoff, offset or counterclaim by the Board or any other person, nor

shall the same be abated, abrogated, waived, diminished, postponed, delayed or otherwise modified under or by reason of any circumstance or occurrence that may arise or take place, irrespective of what statutory rights the Board may have to the contrary, including but without limiting the generality of the foregoing:

- (i) Any damage to or destruction of part or all of the Project;
- (ii) The taking or damaging of part or all of the Project or any temporary or partial use thereof by any public authority or agency in the exercise of the power of eminent domain, sequestration or otherwise,
- (iii) Any assignment, novation, merger, consolidation, transfer of assets, leasing or other similar transaction of, by or affecting the Board, except as otherwise provided in this Agreement;
- (iv) Any change in the laws of the United States, the State or any governmental authority;
- (v) Any failure of title or any lawful or unlawful prohibition of the Board's use of the Project or any portion thereof or the interference with such use by any person or any commercial frustration of purpose or loss or revocation of any permits, licenses or other authorizations required for the operation of the Project; and
- (vi) Any failure of the Authority or the Trustee to perform and observe any agreement or covenant, expressed or implied, or any duty, liability or obligation arising out of or in connection with this Agreement, the invalidity, enforceability or disaffirmance of any of this Agreement, the Indenture or the BONDS or for any other cause similar or dissimilar to the foregoing.

(b) Furthermore, the Board covenants and agrees that it will remain obligated under this Agreement in accordance with its terms, and that it will not take or participate or acquiesce in any action to terminate, rescind or avoid this Agreement.

## ARTICLE V CERTAIN COVENANTS OF THE BOARD

Section 5.1 Covenants of the Board. The Board further expressly represents, covenants and agrees:

- (a) To comply with the terms, covenants and provisions expressed or implied, of all contracts pertaining to, affecting or involving the Project or the business of the Board, the violation or breach of which would materially and adversely affect the ability of the Board to fulfill its obligations hereunder;
- (b) Whenever and so often as requested to do so by the Trustee or the Authority, promptly to execute and deliver or cause to be executed and delivered all such other and further instruments and documents, and to promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Authority, the Trustee and the owners of the Bonds all rights, interests, powers, benefits, privileges and advantages conferred upon them by this Agreement and the Indenture;
- (c) Promptly, upon the request of the Authority or the Trustee from time to time, to take such action as may be necessary or proper to remedy or cure any material defect in or cloud upon the title to the Project or any part thereof, whether now existing or hereafter developing, to prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and to indemnify and save the Authority and the Trustee harmless from all loss, cost, damage and expense, including attorneys' fees,



which they or either of them may ever incur by reason of any such defect, cloud, suit, action or proceeding;

(d) To defend against every suit, action or proceeding at any time brought against the Authority or the Trustee based on any claim arising out of the receipt, application or disbursement of any of the Trust Estate or involving the Authority's or the Trustee's rights or obligations under this Agreement or under the Indenture (except in the case of the Trustee's negligence or willful misconduct), to indemnify and hold harmless the Trustee and each officer, employee, agent, or other representative of the Trustee or any predecessor Trustee against claims arising out of the Trustee's responsibilities under this Agreement, the Indenture or any other document entered into by the Trustee in connection with the Bonds (except in the case of the Trustee's negligence or willful misconduct), to indemnify and hold harmless the Authority and any officer, employee, agent, servant or trustee of the Authority against claims during the term of this Agreement that may be occasioned by any cause (other than the gross negligence or willful misconduct of the Authority, its officers, employees, agents, servants and trustees) pertaining to the construction, use, possession, operation, service, design or management or leasing or subleasing of the Project and any liabilities or losses resulting from violations by the Board of conditions, agreements and requirements of law affecting the Project or the ownership, occupancy or use thereof or arising from any defect in or from the operation of the Project, and to protect and insulate the Authority, its officers, the members of its Executive Committee and its Board of Directors individually from any and all financial responsibility or liability whatsoever with respect to the Project;

(e) To fulfill its obligations and to perform punctually its duties and obligations under this Agreement and to otherwise carry on its business in accordance with the terms hereof to assure the continued proper operation, management, repair and maintenance of the Project;

(f) To cause compliance with all material provisions of applicable Federal, State and local laws;

(g) To pay, discharge, indemnify and save the Authority, the Trustee and any predecessor Trustee except in the case of their negligence or willful misconduct, and the respective officers, agents, employees, servants and trustees harmless of, from and against any and all costs, claims, damages, expenses, liabilities, liens, obligations, penalties and taxes of every character and nature by or on behalf of any person, firm, corporation, entity or governmental authority regardless of by whom advanced, asserted, held, imposed or made, which may be imposed upon, incurred by or asserted against the Authority and the Trustee and their respective officers, agents, employees, servants, and trustees arising out of, resulting from or in any way connected with this Agreement, the Bonds or the Indenture excepting willful misconduct and gross negligence on the part of the Authority or the Trustee or their respective officers, agents, employees, servants and trustees. The Board also covenants and agrees, at its expense, to pay and to indemnify and to save the foregoing harmless of, from and against, all costs, reasonable counsel fees, costs, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand;

(h) Each of the indemnifications provided under this Agreement, as applicable, shall survive the termination of this Agreement, the payment in full of the BONDS and the discharge of the Indenture or the sooner resignation or removal of the Trustee and shall inure to the benefit of the Trustee's successors and assigns;

(i) That neither the Board nor any of its staff or members of the Board are a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of such person. The Board further represents, covenants and warrants to the Lender that the Board and its staff and members are not directly

or indirectly, engaged in, nor facilitating, the transactions contemplated by the Bonds on behalf of any person named as a Specially Designated National and Blocked Person;

(j) To the extent permitted by State law, the Board irrevocably and voluntarily waives any right it may have to trial by jury with respect to any controversy or claim between the Board and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to the Bonds;

(k) Upon the occurrence of a Determination of Taxability of the Bonds, the Board agrees to pay to the Lender a rate of interest from the date of issuance of the Bonds that would provide the Lender with an after-tax yield on the then outstanding principal amount of the Bonds at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred. In such event, the Issuer shall execute and deliver a substitute Bond to the Lender, which shall be duly authenticated by the Paying Agent. If the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) a fee in an amount rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "Excess Fee") shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Issuer shall pay to the Lender (but solely from the funds received by the Issuer pursuant to the Agreement and available for such purpose), with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Fee as will cause the rate of interest then paid to the Lender to equal the Maximum Rate, which payments of deferred Excess Fee shall continue to apply such unpaid amounts hereunder until all deferred Excess Fee is fully paid to the Lender, together with interest thereon at the Federal Funds Rate. The Excess Fee shall not be deemed to be an increase in the interest rate on the Bonds; and

(l) Until final maturity of the Bonds, the Board shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender, during each of the Board's fiscal years:

(i) audited financial statements within 180 days after the end of the Board's fiscal year; and

(ii) Operating and Annual Budgets within 30 days of adoption of each.

Section 5.2 Covenants of the Board Related to the Project. The Board acknowledges and agrees that it shall pay during the term hereof all Payments and other sums required hereunder. The Board also expressly covenants and agrees:

(a) That it shall maintain or cause to be maintained the Project, and each and every portion thereof, including all additions and improvements and all facilities adjoining and/or appurtenant thereto, in good operating order and condition, reasonable and ordinary wear and tear alone excepted, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, and otherwise to make all replacements, alterations, improvements and modifications to the Project necessary to ensure that the same at all times shall be suitable for the efficient operation thereof for the purpose intended;

(b) That as between the Board and the Authority or the Trustee, the Board shall have full and sole responsibility for the condition, repair, replacement, maintenance and management of the Project;



provided, however, the Authority, the Trustee and their agents shall have the right to inspect the Project at any reasonable time in a manner which will not interfere unreasonably with the Board's use thereof;

(c) That no construction undertakings, including the construction and installation of the Project, shall be commenced until the Board shall have first procured, so far as the same may be required from time to time, all necessary approvals and authorizations from municipal departments and governmental subdivisions having jurisdiction, and all construction undertakings shall be made and effected promptly and in a good and workmanlike manner and in full compliance with all applicable permits, authorizations and laws and in accordance with all such requirements as insurers of the Properties, and all components thereof, may reasonably establish;

(d) That it shall pay or cause to be paid, as the same respectively become due, all taxes and assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project. The Board shall not allow any part of the Project to become and remain subjected to any mechanics', laborer's or materialmen's liens of record. Notwithstanding the foregoing, the Board may, at its own expense and in its own name, contest any such item of tax, assessment, liens or other governmental charge and, in the event of such contest, may permit the item so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority or the Trustee shall notify the Board that, in the opinion of nationally recognized Bond Counsel, by nonpayment of any such items the security afforded the Bonds pursuant to the terms of the Indenture or this Agreement will be materially endangered, in which event such taxes, assessments or charges shall be paid forthwith. The Authority will cooperate to the extent reasonably necessary with the Board in any such claim, defense or contest. In the event the Board fails to do so, the Authority or the Trustee may, but shall be under no obligation to, pay any such item and any amounts so advanced therefor by the Authority or the Trustee shall become an additional obligation of the Board to the one making the advancement, which amount the Board agrees to pay together with interest thereon at the lesser of (i) the rate of the Trustee's or the Trustee's affiliate bank's prime lending rate plus two percent (2.0%) or (ii) the highest amount then allowed by law;

(e) That it shall comply promptly with all material provisions of present and future laws, ordinances, orders, rules, regulations and requirements of every duly constituted governmental authority or agency and all material orders, rules and regulations of any regulatory, licensing, insurance underwriting or rating organization or other body exercising similar functions. The Board shall likewise perform and comply with all duties and obligations of any kind imposed by law, covenant, condition, agreement or easement and the requirements of all policies of insurance at any time in force with respect to the Project;

(f) That it shall not use or allow the Project to be used or occupied for any unlawful purpose or in violation of any private covenant, restrictions condition, easement or agreement covering or affecting the use of the Project. The Board likewise shall not suffer any act to be done or any condition to exist in the Project or any article to be brought therein or thereon which may be dangerous, unless safeguarded as required by law, or which, under law, constitutes a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto;

(g) That it shall provide or cause to be provided all equipment, furnishings, supplies, facilities, services and personnel required for the proper operation, management, repair and maintenance of the Project in an economical and efficient manner, consistent with standards of operation and administration generally acceptable for facilities of comparable size and scope of operations;

(h) That it shall take all action, if any, that may be required to obtain such consents, exceptions, exemptions or approvals of governmental authorities as may be necessary to permit it to



comply fully with all covenants, stipulations, obligations and agreements of the Board contained in this Agreement;

(i) That it shall not create, incur, assume or permit to exist any mortgage, pledge, security interest, encumbrance or other lien upon the Project, except for the Permitted Encumbrances, or upon the Lawfully Available Funds of Project as set forth in Sections 5.3 and 5.6 hereof; and

(j) That it shall comply with all continuing disclosure obligations respecting the BONDS as more fully set forth in Section 9.2 hereof.

Section 5.3 Alienation or Lien Upon the Project. The Board covenants that, so long as any of the Bonds remain outstanding, it shall not hereafter alienate and shall not hereafter create or suffer to be created any assignment, pledge, mortgage, hypothecation or lien on the Project or any property, tangible or intangible, no owned or hereafter acquired under any circumstances, except for Permitted Encumbrances.

Section 5.4 Board to Provide Information. The Board agrees, whenever reasonably requested by the Authority, the Lender or the Trustee, to provide and certify or cause to be provided and certified such information concerning the Project, the Board, its finances, and other topics as the Authority, the Lender or Trustee, as the case may be, considers necessary to enable counsel to the Authority, the Lender or the Trustee, as the case may be, to issue its opinions and otherwise advise the Authority, the Lender or the Trustee, as the case may be, as to the transaction or the legal capacity of the parties to enter into the same, or to enable it to make any reports required by law, governmental regulation or the Indenture. When any such information is provided by the Board pursuant to this Section 5.4 the Board shall provide such information to each of the Authority, the Lender and the Trustee. The Trustee shall not have a duty to review such information, is not considered to have notice of the contents thereof or a default based on such content, and does not have a duty to verify the accuracy of such information.

Section 5.5 Agreement to Make Payments. The Board agrees to pay or cause to be paid the payments required by this Agreement from any Lawfully Available Funds in the manner and at the times provided by this Agreement.

Section 5.6 Insurance.

(a) The Board shall maintain or cause to be maintained insurance covering such risks and in such amounts as is customarily maintained by institutions in similar circumstances having facilities of a comparable type and sizes as those of the Board. Such insurance shall be provided by carriers rated at least "A" by A.M. Best Company, Inc. At least once every two Fiscal Years, no later than one hundred fifty (150) days after the end of the Fiscal Year, the Board shall cause an independent insurance consultant to deliver a report to the Trustee stating whether the Board is in compliance with the foregoing requirements as of the last day of such Fiscal Year.

(b) The insurance required above may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Board of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an insurance or actuarial consultant employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. No later than one hundred fifty (150) days after the end of each Fiscal Year, the Board shall cause an insurance or actuarial consultant to submit a report to the Trustee to the effect that such self-insurance plan is maintaining adequate reserves and has been adequately funded.

(c) The proceeds of any casualty insurance or title insurance with respect to the Project or any condemnation award (or settlement in lieu of condemnation) with respect to the Project shall be applied to the repair or replacement of the Project with respect to which such insurance proceeds or condemnation award is received.

Section 5.7 Board to Provide Audited Financial Statements to Authority.

(a) Annually, at the end of each Fiscal Year, the Board will have made a complete audit of its records and accounts by an independent certified public accountant. A signed counterpart of its audited financial statements shall be furnished to the Authority, the Trustee and the Lender within fifteen (15) days of its completion.

(b) Any independent accountant which audits and report on the Board's financial statements or provides any certificate, report or opinion under the Indenture and this Agreement shall be a firm designated by the Louisiana Legislative Auditor.

(c) The Trustee shall have no duty to review or analyze any financial statements delivered to it or to verify the accuracy thereof but shall hold such financial statements solely as a repository for the benefit of the holders of the Bonds; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner.

Section 5.8 Covenants Regarding Additional Bonds. The Board hereby covenants and agrees that it shall not issue any Additional Bonds except as set forth in the Indenture.

Section 5.9 Covenant Regarding Draw Requests.

(a) The Board hereby covenants and agrees to comply with the following procedures for purposes of submitting draw requests to the Lender with respect to principal draws for the Bonds:

(i) The Board shall submit a draw request in substantially the form attached to the Indenture as Exhibit D to the Trustee requesting a principal draw on the Bonds in an amount that shall not exceed Costs of the Project which have been approved for reimbursement by FEMA;

(ii) The Board shall complete requisitions from the Project Fund using the procedures required by the Indenture for payment of Costs of the Project;

(iii) The Board shall compile all invoices paid with the proceeds of the Bonds and shall submit such invoices and other supporting documentation; and

(b) The funding of any draw request by the Trustee shall constitute evidence of the satisfaction by the Board of the requirements of Section 5.10(a)(i) and (ii).

(c) Notwithstanding anything in this section to the contrary, the Board and the Lender may agree to waive in writing any formalities related to this section.

ARTICLE VI  
ASSIGNMENT

Section 6.1 Assignment.



(a) The rights of the Board under this Agreement may be assigned as a whole or in part with the written approval of the Authority but no such assignment shall constitute a release of the Board from its obligations hereunder.

(b) Each transferee of the Board's interest in this Agreement shall assume the obligations of the Board hereunder to the extent of the interest assigned, sold or leased, and the Board shall, not more than sixty (60) nor less than thirty (30) days prior to the effective date of any such assignment or lease, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of each such assignment or lease.

(c) The Authority agrees that, except for the assignment of certain of its rights, title and interest under this Agreement (including its rights to receive payments to be made hereunder) to the Trustee pursuant to the Indenture, it will not during the term of this Agreement sell, assign, transfer or convey its interests in this Agreement except pursuant to the Indenture and as hereinafter in Section 6.2 provided.

Section 6.2 Assignment to Trustee by Authority. It is understood, agreed and acknowledged that the Authority will assign to the Trustee and the Lender, as their interests may appear, pursuant to the Indenture certain of its rights, title and interests in and to this Agreement (reserving its rights, however, pursuant to sections of this Agreement providing that notices, reports and other statements be given to the Authority and also reserving its rights to reimbursement and payment of costs and expenses under Sections 4.2(c) and 8.5 hereof, its rights to indemnification under Section 5.1(d) hereof and its individual and corporate rights to exemption from liability under Section 9.12 hereof and the Board hereby assents to such assignment and pledge.

## ARTICLE VII AMENDMENTS AND SUPPLEMENTS

Section 7.1 Without Owner Consent. The Authority and the Board, with the consent of the Trustee with respect to Sections 7.1(d) and 7.1(e) hereof, but without the consent of the owners of any of the Bonds outstanding under the Indenture, may enter into supplements to this Agreement which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Agreement or the Indenture, and in addition thereto for the following purposes:

(a) To clarify or cure any ambiguity or formal defect, inconsistency or provide omitted language in this Agreement or to clarify matters or questions arising hereunder;

(b) To add covenants and agreements for the purpose of further securing the obligations of the Board hereunder,

(c) To confirm as further assurance any mortgage or pledge of additional property, revenues, securities or funds;

(d) To conform the provisions of this Agreement in connection with the provisions of any supplements or amendments to the Indenture entered into pursuant to the provisions of Section 10.1 thereof,

(e) To provide any other modifications which are not prejudicial to the interests of the Bondholders; or



(f) To conform the covenants and provisions of the Board contained herein to any different financial statement presentation required by the Financial Accounting Standard Board which is different than the presentation required as of the date of issuance of the Bonds, so long as the effect of such conformed covenants and provisions is substantially identical to the effect of the covenants and provisions as in effect on the date of issuance of the Bonds.

Section 7.2 With Owner Consent.

(a) The provisions of this Agreement may be amended with the written consent of the owners of not less than a majority of the aggregate principal amount of Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bonds or of any redemption price thereof or the rate of interest thereon.

(b) If at any time the Authority and the Board shall request the Trustee in writing to consent to a proposed amendment for any of the purposes of this Section 7.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within ninety (90) days or such longer period as shall be prescribed by the Authority following such notice, the owners of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Board or the Authority from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Agreement shall be and be deemed to be modified and amended in accordance therewith.

Section 7.3 Filing of Amendment/Opinion. Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Authority and the Board before such supplement or amendment may become effective. Prior to consenting to any such supplement or amendment, there shall be delivered to the Trustee an opinion of counsel satisfactory to the Trustee, which may be counsel to the Authority, upon which the Trustee shall conclusively rely, to the effect that such supplement or amendment is authorized or permitted under this Agreement and the Trustee may, but shall not be required to, consent to any supplement or amendment that adversely affects its rights, duties or obligations under this Agreement.

ARTICLE VIII  
EVENTS OF DEFAULT

Section 8.1 Defaults. The terms "*Event of Default*" and "*Default*" shall mean any one or more of the following events:

(a) The Board shall default in the timely payment of any Payment pursuant to Article IV of this Agreement.

(b) An Event of Default shall exist under the Indenture.

(c) The Board shall fail duly to perform, observe or comply with any other covenant, condition or agreement on its part under this Agreement (other than a failure to make any payment required under this Agreement) or the Tax Agreement, and such failure continues for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Board by the Trustee; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred or to exist if, and so long as the Board shall commence such performance, observation or compliance within such period and shall diligently and continuously prosecute the same to completion.

(d) The entry of a decree or order by a court having jurisdiction in the premises adjudging the Board as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Board under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of the Board or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for it period of ninety (90) consecutive days.

(e) The institution by the Board of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of the Board or of any substantial part of its property, or the making by it of all assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

Section 8.2 Remedies on Default. Whenever any Event of Default under Section 8.1 hereof shall have happened and be continuing, any one or more of the following remedial steps may be taken:

(a) The Authority or the Trustee may declare all installments of Payments under Section 4.2 hereof to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) The Authority or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Board under this Agreement;

(c) The Authority or the Trustee may have access to and inspect, examine and make copies of any and all books, accounts and records of the Board; and/or

(d) The Authority or the Trustee (or the owners of the Bonds in the circumstances permitted by the Indenture) may exercise any option and pursue any remedy provided by the Indenture.

Section 8.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Authority or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any event of nonperformance shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and

as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event the Authority or the Trustee shall elect to selectively and successively enforce its rights under this Agreement, such action shall not be deemed a waiver or discharge of any other lien, encumbrance or security interest securing payment of the indebtedness secured hereby or thereby until such time that it shall have been paid in full all sums secured hereunder and thereunder. The foreclosure of any lien provided pursuant to this Agreement without the simultaneous foreclosure of all such liens shall not merge the liens granted which are not foreclosed with any interest which the Authority or the Trustee might obtain as a result of such selective and successive foreclosure.

Section 8.4     Article Subordinate to Rights Under Indenture. All of the provisions of this Article are subject to and subordinate to the rights and remedies of the Bondholders and the Trustee pursuant to the Indenture. The Authority shall have no power to waive any Event of Default hereunder, except with respect to indemnification and its administrative payments, without the consent of the Trustee to such waiver.

Section 8.5     Agreement to Pay Attorney's Fees, Costs and Expenses. In any Event of Default, if the Authority, the Trustee or any predecessor Trustee employs attorneys or incurs other costs or expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any covenants or agreements on the part of the Board herein contained, whether or not such suit is commenced, the Board agrees that it will on demand therefor pay to the Authority or the Trustee the reasonable fees, costs and expenses of such attorneys and such other reasonable expenses so incurred by the Authority or the Trustee.

Section 8.6     Written Notice of Default. The Authority and the Board covenant that they will, at the expense of the Board, promptly give to a Responsible Officer of the Trustee and to the Lender written notice of any Event of Default under this Agreement of which they shall have actual knowledge or written notice, but the Authority shall not be liable (except as provided in Section 5.1(d) hereof) for failing to give such notice.

Section 8.7     Waiver or Cure of Default Under Indenture. If an Event of Default under Section 8.1 of the Indenture shall be cured or waived and any remedial action by the Trustee rescinded, any correlative Default under this Agreement shall be deemed to have been cured or waived.

Section 8.8     Termination of Rights Hereunder Upon Payment of Bonds. Upon payment of the Bonds, all references in this Agreement to the Bondholders shall be ineffective and the Authority and any holder of the Bonds shall not thereafter have any rights hereunder, excepting those that shall have theretofore vested.

## ARTICLE IX MISCELLANEOUS

Section 9.1     Amounts Remaining in Funds and Accounts. It is agreed by the parties hereto that any amounts remaining in the Funds and Accounts existing pursuant to the Indenture upon the expiration or sooner cancellation or termination of this Agreement, as provided herein, after payment in full of all Bonds then outstanding under the Indenture (or provisions for payment thereof having been made in accordance with the provisions of the Indenture), and the fees, charges and expenses of the Authority and the Trustee and all other amounts required to be paid hereunder and under the Indenture shall belong to and be paid to the Board.

Section 9.2     Notices.



(a) All notices, demands and requests to be given or made hereunder to or by the Authority, the Trustee or the Board, or their designated successors, shall be in writing and shall be properly made if hand delivered, sent by electronic mail or sent by United States mail, postage prepaid and addressed as follows:

If to the Authority: Louisiana Local Government Environmental Facilities  
and Community Development Authority  
5641 Bankers Avenue, Bldg. B  
Baton Rouge, Louisiana 70808  
Attention: Executive Director

If to the Board: Calcasieu Parish School Board  
3310 Broad Street  
Lake Charles, Louisiana 70615  
Attention: Superintendent

If to the Trustee: Regions Bank  
400 Convention, Suite 900  
Baton Rouge, Louisiana 70802  
Attention: Corporate Trust

If to the Lender: Regions Capital Advantage, Inc.  
1900 5<sup>th</sup> Ave. North, Suite 2400  
Birmingham, Alabama 35203

(b) Notice hereunder shall be deemed effective on the date of its receipt by the addressee. The Board, the Authority and the Trustee may, by notice given hereunder, designate any further or different addresses, counsel or counsel addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(c) Notwithstanding anything to the contrary herein, subject to Section 13.7(d) of the Indenture the Trustee shall have the right to accept and act upon directions or instructions delivered using Electronic Means.

Section 9.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the Board and their respective successors and assigns, subject to the limitation that any obligation of the Authority created by or arising out of this Agreement shall not be a general debt of the Authority, but shall be payable solely out of the proceeds derived from this Agreement and the sale of the Bonds under the Indenture. This Agreement shall be binding upon the Board, notwithstanding that the term of this Agreement extends beyond the expiration of the term of the current members of the Board as of the date of this Agreement.

Section 9.4 Performance on Legal Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption or purchase of any Bonds or the date fixed for the giving of notice or the taking of any action under this Indenture shall not be a Business Day, then payment of such interest, principal, purchase price and redemption premium, if any, the giving of such notice or the taking of such action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date

fixed for redemption or purchase, and no interest on such payment shall accrue for the period after such date.

Section 9.5 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument; provided, however, that upon the assignment and pledge to the Trustee provided for in Section 3.2 hereof, the Authority shall deliver to the Trustee an executed counterpart of this Agreement which executed counterpart shall be deemed to be collateral of which the Trustee has taken possession and no other Counterpart shall be deemed to be collateral for any other purpose.

Section 9.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

Section 9.7 Invalidity. If any clause, provision or Section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or Section shall not affect any of the remaining clauses, provisions or Sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or Section had not been contained herein. In case any agreement or obligation contained in this Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Authority or the Board, as the case may be, only to the extent permitted by law.

Section 9.8 Captions. The table of contents, captions or headings of the several articles and sections of this Agreement are for convenience only and shall not control, affect the meaning of or be taken as an interpretation of any provisions of this Agreement.

Section 9.9 Consent. Whenever the consent or approval of the Authority, the Board or the Trustee shall be required under the provisions of this Agreement, such consent or approval shall not be unreasonably withheld or delayed.

Section 9.10 Third Party Beneficiary. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to make the public or any member thereof, other than the Trustee and the Lender and except as expressly provided herein or as contemplated in the Indenture, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities, if any, of the parties to this Agreement with respect to third parties shall remain as imposed by law.

Section 9.11 Indemnification.

(a) In the exercise of the powers of the Authority, the Trustee, the Lender and their respective trustees, directors, officers, employees and agents and any predecessor Trustee (each, an "Indemnified Party") under this Agreement, each Indemnified Party shall not be accountable or liable to the Board (i) for any actions taken or omitted by such Indemnified Party in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them (other than gross negligence or willful misconduct of such Indemnified Party), or (ii) for any claims based on this Agreement against any such Indemnified Party, all such liability, if any, being expressly waived by the Board by the execution of this Agreement. The Board shall indemnify and hold harmless each Indemnified Party against any claim or liability based on the foregoing asserted by any other person.

(b) In case any action shall be brought against an Indemnified Party in respect of which indemnity may be sought against the Board, such Indemnified Party shall promptly notify the Board in

writing and the Board shall assume the defense thereof, including the employment of counsel of the Board's choice and the payment of all expenses. Such Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party unless the employment of such counsel has been authorized by the Board. The Board shall not be liable for any settlement of any such action without its consent but if any such action is settled with the consent of the Board or if there be final judgment for the plaintiff of any such action, the Board agrees to indemnify and hold harmless such Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

Section 9.12 Authority Not Liable. Notwithstanding any other provision of this Agreement, the Indenture or the Tax Agreement, (a) the Authority shall not be required to take action under this Loan Agreement, the Indenture or the Tax Agreement unless the Authority (i) is requested in writing by an appropriate Person to take such action; and (ii) is assured of payment of or reimbursement for any expense incurred in taking such action, and (b) except with respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the Authority nor any official, officer, member, director, agent, employee or servant of the Authority shall be liable to the Board, the Trustee or any other Person for any action taken by the Authority or by its officials, officers, members, directors, agents, employees, or servants, or for any failure to take action under this Agreement, the Indenture or the Tax Agreement. In acting or in refraining from acting under this Loan Agreement, the Indenture or the Tax Agreement, the Authority may conclusively rely on the advice of its counsel.

Section 9.13 No Violations of Law. Any other term or provision in this Agreement to the contrary notwithstanding:

- (a) In no event shall this Agreement be construed as:
  - (i) depriving the Authority of any right or privilege; or
  - (ii) requiring the Authority or any member, agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate, or result in the Authority's being in violation of the Act or any other applicable state or federal law; and

- (b) At no time and in no event with the Board permit, suffer or allow any of the proceeds of the Agreement or the Bonds to be transferred to any Person in violation of, or to be used in any manner that is prohibited by, the Act or any other state or federal law.

Section 9.14 Maintenance of Records. The Authority shall cause the Trustee to keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the BONDS.

Section 9.15 Role of Lender. The Board acknowledges that Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Term Sheet and any other information, materials or communications provided by the



Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss the Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate before acting on the Term Sheet or any such other information, materials or communications.

Section 9.16 Privately Negotiated Loan. The Lender is purchasing the Bonds as evidence of a privately negotiated loan and in that connection the Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency; (ii) registered with The Depository Trust Company or any other securities depository; (iii) issued pursuant to any type of offering document or official statement; or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Section 9.17 Dated for Convenience. The dating of this Agreement as of March 1, 2021, is intended as and for the convenient identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on said date, this Agreement being executed on the date of issuance of the Bonds.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority has caused this Agreement to be executed by its Executive Director and attested by its Assistant Secretary, the Board has caused this Agreement to be executed on its behalf by its President, all as of the day and year above written.

LOUISIANA LOCAL GOVERNMENT  
ENVIRONMENTAL FACILITIES AND  
COMMUNITY DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Ty Carlos, Executive Director

ATTEST:

By: \_\_\_\_\_  
Amy K. Cedotal, Assistant Secretary

CALCASIEU PARISH SCHOOL BOARD

By: \_\_\_\_\_  
William T. Breaux, President

## EXHIBIT A

### DESCRIPTION OF THE PROJECT

The Project will generally include the financing the costs of damage demolition, repair, reconstruction, renovation, restoration and improvement of the Board's facilities, including all furnishings, fixtures and facilities incidental or necessary in connection therewith. Specifically, the Project includes repair and restoration of the following schools, school facilities and properties owned and operated by the Board, as follows:



EXHIBIT B

PERMITTED ENCUMBRANCES

None.

TRUST INDENTURE

by and between

LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL  
FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY

and

REGIONS BANK  
as Trustee

in connection with:

Not to exceed  
\$40,000,000  
Louisiana Local Government Environmental Facilities  
and Community Development Authority  
Revenue Bonds  
(Calcasieu Parish School Recovery Project)  
Series 2021A

Dated as of March 1, 2021

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## TRUST INDENTURE

This TRUST INDENTURE (the "*Indenture*") dated as of March 1, 2021, by and between the LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (the "*Authority*"), a political subdivision of the State of Louisiana created pursuant to the authority of Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 4548.16) (the "*Act*"), and REGIONS BANK, as trustee (the "*Trustee*"), an Alabama state banking corporation duly organized and existing under and by virtue of the laws of the State of Alabama and duly authorized and qualified to accept and execute trusts of the character hereinafter set forth, with a designated corporate trust operations office located in Baton Rouge, Louisiana;

### WITNESSETH:

WHEREAS, the Authority was duly created under and pursuant to the provisions of the Act as a political subdivision of the State of Louisiana;

WHEREAS, the Authority is authorized by the Act, among other things, to assist in financing and refinancing the construction and acquisition of public infrastructure and public works of all types and the acquisition of necessary equipment by political subdivisions (as defined in the Act) and to provide funds for the purpose of allowing such political subdivisions to refund outstanding obligations;

WHEREAS, pursuant to the Act, and in order to encourage the construction of such facilities and the acquisition of such necessary equipment by political subdivisions who become members of the Authority, which the Authority believes to be in the public interest and for the benefit of the health, safety and welfare of the citizens of the State of Louisiana (the "*State*"), the Authority is authorized to issue its revenue bonds, and other debt obligations, and loan the proceeds thereof to such political subdivisions;

WHEREAS, the Authority is authorized to, and believes it to be in the best interest of the Authority and the State, to issue its revenue bonds and loan funds derived from the sale thereof to the Calcasieu Parish School Board (the "*Board*"), the governing authority of the public school system in and for Calcasieu Parish, Louisiana, to be used by the Board for the purpose of financing the costs of damage demolition, repair, reconstruction, renovation, restoration and improvement of its facilities, including all furnishings, fixtures and facilities incidental or necessary in connection therewith (the "*Project*");

WHEREAS, the Board has requested that the Authority issue its not to exceed \$40,000,000 Revenue Bonds (Calcasieu Parish School Recovery Project) Series 2021 (the "*Bonds*"), the proceeds of the sale of such Bonds to be loaned to the Board pursuant to the Loan Agreement dated as of the date hereof (the "*Agreement*") to be used by the Board to (i) finance the Project and (ii) pay the costs of issuance of the Bonds;

WHEREAS, the Authority is authorized under the provisions of the Act, and other constitutional and statutory authority to issue the Bonds for such purposes, and the Authority has determined that it is most advantageous to the Authority and necessary for it to issue its Bonds as hereinafter provided for such purposes;

WHEREAS, pursuant to the Agreement, the Board will agree to make payments in an amount sufficient to make timely payments of principal of, premium, if any, and interest on the Bonds and to pay such other amounts as are required by the Agreement;



WHEREAS, the fully registered Bonds and the certificate of authentication by the Trustee to be endorsed thereon with respect to the Bonds are to be in substantially the forms attached as Exhibit A with all necessary and appropriate variations, omissions and insertions as permitted or required under this Indenture;

WHEREAS, all acts, conditions, and things required by the laws of the State to happen, exist, and be performed precedent to and in the execution and delivery of this Indenture have happened, exist, and have been performed as so required in order to make this Indenture a valid and binding agreement in accordance with its terms;

WHEREAS, the execution and delivery of this Indenture have been duly authorized by the Authority and the Trustee; and

WHEREAS, each of the parties hereto represents that it is fully authorized to enter into and perform and fulfill the obligations imposed upon it under this Indenture and the parties are now prepared to execute and deliver this Indenture.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Authority and the Trustee hereby covenant and agree as follows:

#### ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto or in the Agreement. In addition to words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“*Act*” means Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 33:4548.1 through 4548.16) and all future acts supplemental thereto and amendatory thereof.

“*Additional Bonds*” means Bonds, if any, issued in one or more series on a parity with the Bonds pursuant to Article V of this Indenture.

“*Agreement*” or “*Loan Agreement*” means the Loan and Assignment Agreement dated as of March 1, 2021, between the Board, the Lender and the Authority, including any amendments and supplements thereof and thereto as permitted thereunder.

“*Authority*” means the Louisiana Local Government Environmental Facilities and Community Development Authority, a political subdivision of the State of Louisiana, created by the provisions of the Act, or any agency, board, body, commission, department or officer succeeding to the principal functions thereof or to whom the powers conferred upon the Authority by said provisions shall be given by law.

“*Authorized Authority Representative*” means the Chairman, Vice Chairman, Secretary-Treasurer, Executive Director or Assistant Secretary of the Authority and any person(s) at the time designated to act under the Agreement and this Indenture on behalf of the Authority by a written certificate furnished to the Trustee containing the specimen signature of such person(s) and signed on behalf of the Authority by the Chairman, Vice Chairman, Secretary-Treasurer, Executive Director or Assistant Secretary of the Authority. Such certificate may designate an alternate or alternates.

*"Authorized Board Representative"* means the President, Vice President, Superintendent or Chief Financial Officer of the Board and any other Person designated in writing to the Trustee by the President or Vice President of the Board or the Superintendent of the Board or designated by a resolution of the Board.

*"Authorized Denomination"* means \$100,000 or any integral multiple of \$5,000 in excess thereof, unless the remaining outstanding principal amount is less than \$100,000, in which case it means such remaining principal amount.

*"Board"* means the Calcasieu Parish School Board, governing authority of the public school system in Calcasieu Parish, Louisiana.

*"Board Act"* means La. R.S. 17:51 and other constitutional and statutory authority.

*"Bonds"* means the not to exceed \$40,000,000 Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Calcasieu Parish School Recovery Project) Series 2021A, including such Bonds issued in exchange for other Bonds pursuant to the Indenture, or in replacement for mutilated, destroyed, lost or stolen Bonds pursuant to the Indenture, and any Additional Bonds issued pursuant to this Indenture.

*"Bond Counsel"* means Joseph A. Delafield, A Professional Corporation, and its successors, or such other nationally recognized Bond Counsel as may be selected by the Authority and acceptable to the Authority and the Board.

*"Bond Documents"* shall have the meaning given such term in Section 9.1(a) hereof.

*"Bond Proceeds Fund"* means the fund of that name created under this Indenture.

*"Bond Register"* means, when used with respect to the Bonds, the registration books maintained by the Trustee pursuant to Section 3.8 of this Indenture.

*"Bondholder"* or *"owner,"* when used with reference to a Bond, means the registered owner of any outstanding Bonds, initially the Lender.

*"Business Day"* means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, or Baton Rouge, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

*"Closing Date"* means the date on which the Bonds are delivered and payment therefor is received by the Authority.

*"Code"* means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder.

*"Costs of Issuance"* means 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, cost of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, including financial advisors, underwriters, placement agents, 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 of the payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the Authority in connection with the original issuance of the Bonds.

*"Cost of Issuance Account"* means the Cost of Issuance Account within the Bond Proceeds Fund which is established pursuant to this Indenture.

*"Costs of the Project"* means those costs incurred by the Board in connection with the Project, as set forth in Section 4.11 of this Indenture.

*"Debt Service Fund"* means the fund of that name created under Section 4.1 of this Indenture.

*"Defeasance Obligations"* means investments described in paragraphs (1) and (2) of the definition of Permitted Investments.

*"Determination of Taxability"* shall mean a determination that the interest income on any of the Bonds is not excludable from gross income for federal income tax purposes under the Code, which determination will be deemed to have been made on the first to occur of any of the following:

(i) The date on which the Trustee is notified that Bond Counsel is unable to deliver an opinion that interest on the Bonds qualifies as exempt from income taxation or is provided with an opinion of nationally recognized bond counsel to the effect that interest on the Bonds does not qualify as exempt interest under the Code; or

(ii) The date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any public or private ruling, technical advice memorandum or any other written communication or on which there shall occur a ruling or decision of a court of competent jurisdiction with or to the effect that the interest income on the Bonds does not qualify as tax-exempt interest; or

(iii) The date on which the Authority or the Board receives notice from the Trustee in writing that the Trustee has been notified by the Internal Revenue Service, or has been advised by the Authority or the Board, that the Internal Revenue Service has issued a private ruling, technical advice, notice of deficiency, 30 day letter or similar notice or other formal written determination which asserts that interest on the Bonds does not qualify as tax-exempt interest.

*"Disbursement Checking Account"* has the meaning assigned to that term in Section 5.10 (a)(viii) of the Agreement.

*"Federal Funds Rate"* means, for any day, the rate per annum (rounded upwards to the nearest 1/100th of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate quoted to Lender by federal funds dealers selected by Lender on such day on such transaction as determined by Lender.



“*FEMA*” means the Federal Emergency Management Agency.

“*FEMA Reimbursement*” means each reimbursement to the Board for the Costs of the Project received from the Federal Emergency Management Agency.

“*Fiscal Year*” means any period of twelve consecutive months adopted by the Board as its fiscal year for financial reporting purposes, presently the period beginning on July 1 and ending on June 30 of the succeeding year.

“*Indenture*” means this Trust Indenture dated as of March 1, 2021 between the Authority and the Trustee, as it may be amended or supplemented from time to time by supplemental indentures in accordance with the provisions hereof.

“*Interest Payment Date*” or “*interest payment date*”, when used with respect to the Bonds, means each April 1 and October 1, commencing October 1, 2021.

“*Lawfully Available Funds*” means, collectively, the funds, income, revenue, fees, receipts or charges of any nature from any source whatsoever on deposit with or accruing from time to time to the Board, including without limitation the FEMA Reimbursements, provided that no such funds, income, revenue, fees, receipts or charges shall be so included in this definition which have been or are in the future legally dedicated and required for purposes inconsistent with the Project by the electorate, by the terms of specific grants, by the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such other obligations) or by operation of law, and provided further that the full faith and credit of the Board is not pledged and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the Board from time to time.

“*Lender*” means initially, Regions Capital Advantage, Inc.

“*Lender Letter*” means the letter required to be executed by the Lender, substantially in the form attached to this Indenture as Exhibit C.

“*Maturity Date*” means April 1, 2031.

“*Maximum Rate*” means five percent (5.0%).

“*Outstanding*” or “*outstanding*”, when used with reference to Bonds, means all Bonds which have been authenticated and issued under this Indenture except:

- (a) Bonds canceled by the Trustee pursuant to this Indenture;
- (b) Bonds for the payment of which moneys or Defeasance Obligations shall be held in trust for their payment by the Trustee as provided in the defeasance provisions of this Indenture;
- (c) Bonds which have been duly called for redemption and for which the redemption price thereof is held in trust by the Trustee as provided in this Indenture;
- (d) Bonds in exchange for which other Bonds shall have been authenticated and delivered by the Trustee as provided in this Indenture; and
- (e) for all purposes regarding consents and approvals or directions of Bondholders under the Agreement or this Indenture, Bonds held by or for the Authority, the Board or any person controlling, controlled by or under common control with either of them except that in determining whether the Trustee

shall be protected in relying upon any such approval or direction, only Bonds that a Responsible Officer of the Trustee actually knows to be held by or for the Authority, the Board or any person controlling, controlled by or under common control with either of them, shall be disregarded unless all Bonds are so held, in which case all Bonds shall be considered outstanding for the purpose of such determination.

*"Payments"* means the amounts of repayments of the Agreement with respect to the Bonds to be made by the Board as provided in Article IV of the Agreement.

*"Permitted Investments"* means

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below), or

(2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

(3) Obligations of any federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Farm Credit System Financial Assistant Corporation
- Rural Economic Community Development Administration (formerly the Farmers Home Administration)
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration
- Federal Financing Bank;

(4) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations rated "Aaa" by Moody's and "AAA" by S&P issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System

(5) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank.);

(6) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

(7) Investments in a money market funds rated "AAAm" or "AAAm-G" or better by S&P;

(8) Pre-refunded municipal obligations defined as follows: Any Bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or

(B) (i) with the prior written approval of S&P, which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such Bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the Bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(9) General obligations of any states of the United States of America with a rating of at least "A2/A" or higher by both Moody's and S&P;

(10) Investment agreements supported by appropriate opinions of counsel, with notice to S&P; and

(11) Any other investments approved in writing by the Lender.

"Principal Payment Date", "principal payment date", when used with respect to the Bonds, means each April 1, commencing April 1, 2022.

"Project" means financing the costs of damage demolition, repair, reconstruction, renovation, restoration and improvement of the Board's facilities, including all furnishings, fixtures and facilities incidental or necessary in connection therewith, as more particularly described in Exhibit A to the Agreement.

"Project Fund" means the fund of that name created under this Indenture.

"Project Worksheet" means FEMA Form 90-91 used to document the scope of work and cost estimate for a project.

"Rebate Amount" means the amount required to be rebated to the United States under Section 148 of the Code.

"Rebate Fund" shall mean the Fund of that name created under Section 4.1 of this Indenture.

"Record Date," when used with respect to the Bonds, means each March 15 and September 15, as the case may be, next preceding an Interest Payment Date, or, if such day shall not be a Business Day, the next preceding Business Day.

"Reimbursement Request Form" or "RRF" means a Reimbursement Request Form used by the Board to request FEMA Reimbursements.



“*Responsible Officer*” means, when used with respect to the Trustee, any vice president, assistant vice president or other officer of the Trustee within the office of the Trustee designated in Section 13.7 hereof (or any successor trust office) and having direct responsibility for the administration of this Indenture.”

“*Revenues*” shall mean all receipts, revenues, income and other money received by the Authority from the Agreement, including the Lawfully Available Funds.

“*S&P*” means Standard & Poor’s Ratings Group, a Standard & Poor’s Financial Services LLC business, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority, with the approval of the Board.

“*State*” means the State of Louisiana.

“*Tax Agreement*” or “*Tax Regulatory Agreement*” means the Tax Regulatory Agreement and Arbitrage Certificate dated the date of issuance of the Bonds among the Authority, the Board, and the Trustee.

“*Trust Estate*” means all the property assigned by the Authority to the Trustee pursuant to this Indenture as security for the Bonds.

“*Trustee*” means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, initially Regions Bank.

#### Section 1.2 Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, the word “person” shall include the plural as well as the singular number, and “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.

(c) Provisions calling for the redemption of Bonds or the calling of Bonds for redemption do not mean or include the payment of Bonds at their stated maturity or maturities.

(d) All references in this Indenture to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture. The words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

## ARTICLE II GRANTING CLAUSES

Section 2.1 Granting Clauses. In consideration of the acceptance by the Trustee of the trusts and duties set forth in this Indenture on behalf of the owners of all Bonds issued and secured hereunder; of the purchase and acceptance of the Bonds issued and secured by this Indenture by the

owners thereof; of the payment of the purchase price of the Bonds to the Trustee for application as provided hereinafter; and in order to secure the payment of any and all Bonds at any time outstanding hereunder, according to the tenor and effect thereof and the premium and interest thereon, the payment of all costs, fees and charges specified herein, and the payment of all other sums if any, from time to time due to the owners of all Bonds secured hereunder and to the Trustee or its successors and assigns, or to others, according to the intent and meaning of all such Bonds and this Indenture, and for the purpose of securing the performance and observance by the Authority of all the covenants and conditions herein contained, the Authority does hereby TRANSFER, ASSIGN AND DELIVER TO AND IN FAVOR OF the Trustee, and its successor or successors in trust, for the benefit of the owners of all Bonds secured hereunder, and during the period that the Bonds are held solely by the Lender, in favor of the Lender, as their respective interests may appear, in the following described properties, rights, interests and benefits which are collectively called the "*Trust Estate*":

(a) All right, title and interest of the Authority in, to and under the Agreement including the interest of the Authority in and to all payment, proceeds, Revenues, income, receipts, issues, benefits and other moneys received or derived by the Authority under the Agreement including, without limitation, the Payments (except the administrative payments) to be paid by the Board to the Trustee for the account of the Authority or to the Lender, in each case pursuant to Section 4.2 of the Agreement, saving and excepting, however, the Authority's rights to exculpation, indemnification and payment of expenses by the Board under the Agreement;

(b) All cash, moneys, securities and investments which may at any time and from time to time, pursuant to the provisions of this Indenture, be paid to the Trustee or be in the hands of the Trustee, or to be paid to the Lender or be in the hands of the Lender, except as the interest of said Trustee in such cash, moneys, securities and investments may otherwise appear in this Indenture, provided, however, that moneys held in the Rebate Fund shall not be pledged and nothing in this Indenture shall be construed to affect any property held by the Trustee in any capacity other than as Trustee hereunder; and

(c) To the extent not covered by the clauses above, all proceeds of any and all of the foregoing.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and the Lender and their respective successor or successors and assigns forever; in trust, nevertheless subject to the terms and conditions and trusts herein set forth, for the equal benefit, security and protection of all and singular the present and future owners of all of the Bonds issued under and secured by this Indenture, without preference, priority or distinction as to lien or otherwise, except as may otherwise be provided herein, of any one Bond over any other Bond or of principal over interest or interest over principal, all as herein provided, and for the uses and purposes, and upon the terms, agreements and conditions set forth herein.

The Trust Estate assigned hereunder is also assigned to secure the payment of any and all sums which the Trustee or the Lender may expend or become obligated to expend (including but not limited to court costs and attorneys' fees) to preserve and protect any of the Trust Estate or to cure any default of the Board under the Agreement or arising out of any such default or incident of delay in payment of sums and the performance of obligations thereunder, or in pursuing or exercising any right, rights, remedy or remedies consequent upon the default of the Board thereunder.

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall well and truly pay, or cause to be paid, or provide for the payment pursuant to the provisions of this Indenture, the principal of the Bonds, premium, if any, and the interest due or to become due thereon, at the times and in the manner set forth in the Bonds and this Indenture, according to the true intent and meaning thereof, and



shall well and truly keep, perform and observe all the covenants and agreements as provided in and pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such performance and payments this Indenture and the rights created hereby shall cease, terminate and be void as provided in Article XII hereof; otherwise this Indenture shall be and remain in full force and effect.

The Authority hereby covenants and agrees with, and does hereby covenant unto the Trustee, that it has good right and lawful authority to transfer and assign the Trust Estate to the extent and in the manner herein provided; that the Authority will not suffer any lien or encumbrance to exist upon the Trust Estate, or any part thereof, superior to the security or lien to accrue or be created under this Indenture; or do or suffer any act or thing whereby the security hereof may be diminished or impaired; and the Authority further does covenant, and by these presents hereby covenants and agrees to defend or cause to be defended forever the title to each and every part of said Trust Estate against the claims and demands of all persons whomsoever.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of said Trust Estate hereby conveyed, transferred, assigned, confirmed, pledged and encumbered is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof as follows:

### ARTICLE III AUTHORIZATION, TERMS AND CONDITIONS OF BONDS

Section 3.1 Bonds Issued Under This Article Only. No Bonds may be issued under the provisions of this Indenture except in accordance with the provisions of this Article.

Section 3.2 Authorization of Bonds. There is hereby authorized and issued under this Indenture, not to exceed \$40,000,000 aggregate principal amount of Bonds to be known as "Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Calcasieu School Recovery Project) Series 2021A" the proceeds of the sale of which shall be loaned to the Board pursuant to the Agreement and used by the Board for the purpose of: (i) financing the Project and (ii) paying the costs of issuance of the Bonds.

Section 3.3 Form of Bonds. The Bonds are issuable as a single fully registered Bond, without coupon, in Authorized Denominations. The Bonds shall be issued as a single term bond numbered RB-1. The Bonds shall be dated the date of delivery, shall mature (subject to prior redemption as hereinafter set forth) on April 1, 2031 and principal shall be due and payable at maturity. The Bonds shall bear interest from the date thereof, payable on April 1 and October 1 of each year, commencing October 1, 2021, at 1.95 per centum per annum (to be calculated using a year of 360 days comprised of twelve 30 day months). In the event there is an event of default pursuant to Section 8.1 hereof, the Bonds will bear interest at the rate of 4.95 per centum per annum (to be calculated using a year of 360 days comprised of twelve 30 day months) ("the Default Rate"). The Bonds shall bear interest at the Default Rate until such time as the default is cured.

In the event of a Determination of Taxability, or an amendment to the Code requiring interest on the Bonds to be included in the gross income of the Lender for federal tax purposes, the interest rate on the Bonds shall be adjusted at the written direction of the Lender to provide an after-tax yield on the then



outstanding principal amount of the Bonds at least equal to the after-tax yield the Lender would have received if a Determination of Taxability or the amendment to the Code described herein had not occurred. In such event, the Issuer shall execute and deliver a substitute Bond to the Lender, which shall be duly authenticated by the Paying Agent. If the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) a fee in an amount rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "Excess Fee") shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Issuer shall pay to the Lender (but solely from the funds received by the Issuer pursuant to the Agreement and available for such purpose), with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Fee as will cause the rate of interest then paid to the Lender to equal the Maximum Rate, which payments of deferred Excess Fee shall continue to apply to such unpaid amounts hereunder until all deferred Excess Fee is fully paid to the Lender, together with interest thereon at the Federal Funds Rate. The Excess Fee shall not be deemed to be an increase in the interest rate on the Bonds.

(a) The principal of the Bonds shall be payable to the registered owners thereof upon surrender of the Bonds at the corporate trust office of the Trustee. The interest on the Bonds, when due and payable, shall be paid by check or draft mailed by the Trustee on such due date to each person in whose name a Bond is registered, at the address(es) as they appear on the Bond Register maintained by the Trustee at the close of business on the applicable Record Date irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the Authority shall default in payment of interest due on such Interest Payment Date, provided that the owners of \$1,000,000 or more in aggregate principal amount of Bonds may request payment by wire transfer if such owners have requested such payment in writing to the Trustee, which request shall be made no later than the Record Date and shall include all relevant bank account information and shall otherwise be acceptable to the Trustee. Such notice shall be irrevocable until a new notice is delivered not later than a Record Date. In the event of any such default, such defaulted interest shall be payable on a payment date established by the Trustee to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered owners of the Bonds not less than 15 days preceding such special record date. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

(b) The Bonds issued under this Indenture shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof with such appropriate variations, additions, omissions and insertions as are permitted or required by this Indenture. All Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bonds may be listed or any usage or requirement of law with respect thereto.

#### Section 3.4 Redemption.

(a) *Mandatory Redemption.* The Bonds maturing on April 1, 2031 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>(April 1)</u>	<u>Principal Amount</u>
2022	\$3,650,000
2023	3,735,000
2024	3,805,000
2025	3,880,000
2026	3,955,000
2027	4,035,000
2028	4,110,000
2029	4,195,000
2030	4,275,000
2031*	4,360,000

\*Final Maturity.

(b) *Optional Redemption.* The Bonds are subject to redemption prior to maturity at the option of the Board, upon written direction to the Authority, as a whole or in part at any time, on or after April 1, 2026, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

At least fifteen (15) days before the optional redemption date of any Bonds, the Authority, or the Board on behalf of the Authority, shall give the Trustee notice of any optional redemption specifying the redemption date and the principal amount to be redeemed. At least ten (10) days before the optional redemption date of the Bonds, the Trustee shall cause a notice of any such redemption to be mailed, postage prepaid, to all Bondholders of record owning Bonds to be redeemed in whole or in part, at their addresses as they appear on the Bond Register, but any defect in such mailing of any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption and the redemption price to be paid. Notwithstanding the foregoing, no Bonds shall be redeemed unless there shall have first been deposited with the Trustee funds sufficient to effect said redemption and the notice to the Bondholders may provide that the redemption is conditional upon deposit of such funds.

(c) Any Additional Bonds issued under the provisions of Article V of this Indenture may be made subject to redemption, either in whole or in part and at such times and prices, as may be provided in the resolution or resolutions of the Authority authorizing the issuance of such Additional Bonds.

(d) The Authority shall exercise its option to redeem Bonds upon the direction of the Board.

(e) Unless otherwise specified above, if fewer than all of the Bonds shall be called for redemption, the maturity of the Bonds to be redeemed shall be designated by the Board; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of an Authorized Denomination. If a portion of any Bond shall be called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon the surrender thereof.

(f) The Authority, or the Board on behalf of the Authority, shall give the Trustee at least fifteen (15) days' notice of any redemption to be made, specifying the redemption date and principal amounts to be redeemed. At least ten (10) days before the redemption date of any Bonds, the Trustee shall cause a notice of any such redemption, signed by an authorized officer of the Trustee to be mailed, postage prepaid, to all Bondholders of record owning Bonds to be redeemed in whole or in part, at their



addresses as they appear on the Bond Register, or sent to the Bondholders by electronic mail, but any defect in such mailing of any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption and the redemption price to be paid and, if less than all of the Bonds then outstanding shall be called for redemption, the numbers of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. In case any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

(g) On the date so designated for redemption, notice having been given in the manner and under the conditions hereinabove provided and money for payment of the redemption price being held in the Debt Service Fund in trust for the owners of the Bonds or portions thereof to be redeemed, the Bonds or portions of Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds or portions of Bonds on such date, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds or portions of Bonds shall cease to be entitled to any benefit or security under this Indenture, and the owners of such Bonds or portions of Bonds shall not have rights in respect thereof except to receive payment of the redemption price thereof and, to the extent provided in the next paragraph, to receive Bonds for any unredeemed portions of Bonds.

(h) Bonds which have been duly called for redemption under the provisions of this Article, or with respect to which irrevocable instructions to call for redemption have been given to the Trustee in form satisfactory to it, and for the payment of the redemption price for which moneys, or Defeasance Obligations, shall be held by the Trustee in a segregated account in trust for the owners of the Bonds or portions thereof to be redeemed, shall not thereafter be deemed to be outstanding under the provisions of this Indenture and shall cease to be entitled to any security or benefit under this Indenture other than the right to receive payment from such moneys.

Section 3.5 Execution. The Bonds shall be executed on behalf of the Authority with the manual or facsimile signatures of an Authorized Authority Representative, and shall have impressed or imprinted thereon the official seal of the Authority or a facsimile thereof. The Bonds, together with interest and premium, if any, thereon, shall not constitute a debt of the State or any political subdivision thereof, other than the Board. The Bonds, together with interest thereon, shall be limited obligations of the Authority and shall be secured by and payable solely out of Revenues derived from the Payments made pursuant to the Agreement and Trust Estate pledged hereunder. The Authority shall not be obligated to pay the principal of the Bonds or the interest or premium, if any, thereon or other costs incidental thereto except from payments made pursuant to the Agreement. In case any officer of the Authority whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

THE BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE AUTHORITY AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OTHER THAN THE BOARD, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS. THE BONDS ARE NOT A GENERAL OBLIGATION OF THE AUTHORITY BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM THE TRUST ESTATE,



INCLUDING, WITHOUT LIMITATION, THE INCOME, REVENUES AND RECEIPTS DERIVED OR TO BE DERIVED FROM PAYMENTS MADE PURSUANT TO THE AGREEMENT AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THIS INDENTURE. THE AUTHORITY HAS NO POWER TO TAX.

Section 3.6     Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Indenture unless and until the respective certificate of authentication substantially in the form set forth in Exhibit A attached hereto and made a part hereof shall have been duly executed by a duly authorized representative of the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative of the Trustee, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Bonds issued hereunder.

Section 3.7     Mutilated, Lost, Stolen or Destroyed Bonds. In the event any outstanding Bond, whether temporary or definitive, is mutilated, lost, stolen or destroyed, the Authority may execute and, upon its written request, the Trustee may authenticate a new Bond of the same principal amount and of like tenor as the mutilated, lost or stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Trustee evidence of such loss, theft or destruction in form satisfactory to the Authority and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the Authority may authorize the payment of the same. The Authority and the Trustee may charge the owner of such Bond with their reasonable fees and expenses (including attorneys' fees, costs and expenses, if any) in this connection. Any Bond issued under the provisions of this Section 3.7 in lieu of any Bond alleged to be destroyed, lost or stolen shall constitute an original additional contractual obligation on the part of the Authority, whether or not the Bond so alleged to be destroyed, lost or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture together with all other Bonds in substitution for which such Bonds were issued.

Section 3.8     Registration of Bonds.

(a)     The Trustee shall be the Bond registrar for the Bonds. So long as any of the Bonds shall remain outstanding, there shall be maintained and kept for the Authority, at the corporate trust office of the Trustee, the Bond Register for the registration and transfer of the Bonds and, upon presentation thereof for such purpose at said office, the Trustee shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any Bond.

(b)     Each Bond shall be transferable only upon the Bond Register at the corporate trust office of the Trustee at the written request of the registered owner thereof or his legal representative duly authorized in writing upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his legal representative duly authorized in writing. Upon the transfer of any such Bond, the Trustee shall issue in the name of the transferee, in authorized denominations, one or more Bonds of the same aggregate principal amount as the surrendered Bonds.

Section 3.9     Persons Treated as Owners.

(a)     The Authority and the Trustee may, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on any Bond and for all other purposes, deem and treat the person in whose name such Bond shall be registered upon the Bond Register as the absolute

owner of such Bond, whether or not such Bond is overdue, and neither the Authority nor the Trustee shall be affected by any notice to the contrary.

(b) Payment made to the person deemed to be the owner of any Bond for the purpose of such payment in accordance with the provisions of this Section 3.9 shall be valid and effectual, to the extent of the sum or sums so paid, to satisfy and discharge the liability upon such Bond in respect of which such payment was made.

#### Section 3.10 Exchange and Transfer of Bonds.

(a) The Lender shall be required to execute and deliver to the Authority and the Trustee a Lender Letter substantially in the form attached hereto as Exhibit C. As long as any of the Bonds remain outstanding, the Bonds may be transferred in Authorized Denominations and only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the 1933 Act, whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; (iv) a "qualified institutional buyer", as defined in Rule 144A of the General Rule and Regulations of the 1933 Act; or (v) a securitization Special Purpose Vehicle ("SPV"), the interest in which SPV are sold to the institutional investor described above in this Section. Any Bond or Bonds upon surrender thereof at the corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Authority, duly executed by the registered owner or his legal representative duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds in Authorized Denominations.

(b) For every such exchange or transfer of Bonds, the Authority or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(c) The Trustee shall not be required to register the transfer or exchange of (i) any Bonds during the fifteen (15) day period next preceding the selection of Bonds to be redeemed and thereafter until the date of the mailing of a notice of redemption of Bonds selected for redemption, or (ii) any Bonds selected, called or being called for redemption in whole or in part, except in the case of any Bond to be redeemed in part, the portion thereof not so to be redeemed.

Section 3.11 Cancellation and Destruction of Surrendered Bonds. Upon the surrender to the Trustee of any temporary or mutilated Bonds, or Bonds transferred or exchanged for other Bonds, or Bonds paid at maturity by the Authority, the same shall forthwith be canceled and destroyed by the Trustee, and the Trustee, upon the written request of the Authority, shall deliver its certificate of such destruction to the Authority.

#### Section 3.12 Delivery of the Bonds.

(a) Upon the execution and delivery of this Indenture, the Authority shall execute and deliver to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to the Lender as shall be directed in writing by the Authority as hereinafter in this Section provided.

(b) Prior to or simultaneously with the delivery by the Trustee of the Bonds there shall be filed with the Trustee:



(i) A copy, duly certified by the Secretary-Treasurer, Chairman, Vice Chairman, Executive Director or Assistant Secretary of the Authority, of the resolution or resolutions adopted by the Authority authorizing the execution and delivery of this Indenture and the Agreement, and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Bonds;

(ii) A copy, duly certified by the Authorized Board Representative, of the resolution or resolutions of the Board authorizing the execution and delivery of the Agreement, and all other instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the Bonds;

(iii) Original executed counterparts of this Indenture, the Agreement and the Tax Agreement;

(iv) Signed copies of the approving opinion of Bond Counsel and all other opinions of counsel required by the Lender;

(v) A request and authorization to the Trustee on behalf of the Authority and signed by its Chairman, Vice Chairman, Secretary-Treasurer, Executive Director or Assistant Secretary to authenticate and deliver the Bonds and specifying the amounts to be deposited into the Bond Proceeds Fund, the Cost of Issuance Account and the Project Fund;

(vi) A signed copy of the legal opinion of Bond Counsel, addressed to the Trustee and the Lender to the effect that (A) the Bonds are exempt from the registration requirements of the 1933 Act, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (B) the Trustee may rely upon Bond Counsel's approving opinion as if it were addressed to such parties; and

(v) An executed Lender Letter.

(c) The Authority hereby authorizes and directs the Trustee to execute and deliver the Tax Agreement.

#### ARTICLE IV FUNDS AND ACCOUNTS; FLOW OF FUNDS; INVESTMENTS; DEPOSITS

##### Section 4.1 Creation and Use of Funds and Accounts.

(a) Upon delivery of and payment for the Bonds, the following special trust funds and accounts shall be established and maintained with the Trustee so long as any Bonds issued under this Indenture are outstanding to be used for the following purposes:

(i) Bond Proceeds Fund and the Costs of Issuance Account therein;

(ii) Debt Service Fund;

(iii) Project Fund; and

(iv) Rebate Fund, if necessary.

(b) The Rebate Fund, if created, shall be held by the Trustee but shall not be a trust account within the Trust Estate pledged under this Indenture.



Section 4.2     Bond Proceeds Fund.

(a)     The Bond Proceeds Fund shall be used to receive the proceeds of the Bonds. On the Closing Date, the Trustee shall disburse amounts held in the Bond Proceeds Fund as follows:

- (i)     to retain such sum in the Costs of Issuance Account as may be specified in the request and authorizations delivered pursuant to Section 3.12(b)(v) hereof; and
- (ii)    to transfer to the Project Fund the balance of the proceeds of the Bonds.

(b)     Amounts deposited on the Closing Date into the Costs of Issuance Account of the Bond Proceeds Fund shall be disbursed, pursuant to the written instructions of the Authority, to pay Costs of Issuance. Any amounts remaining in the Costs of Issuance Account one hundred eighty (180) days after delivery of the Bonds shall be transferred to the Debt Service Fund.

Section 4.3     Debt Service Fund. The Debt Service Fund shall be maintained with the Trustee and used for the following purposes:

(i)     To receive the portions of the Payments applicable to interest on the respective series of the Bonds and to pay the interest on the respective series of the Bonds as it becomes due and payable; and

(ii)    To receive the portion of the Payments applicable to the principal requirements of the respective series of the Bonds; to pay the principal of the respective series of the Bonds as it becomes due and payable at maturity, and, if funds are available for such purpose and at the written direction of the Authority, at the request of the Board, to effect the redemption of the respective series of the Bonds prior to their maturity in accordance with the redemption provisions thereof or the purchase of the respective series of the Bonds prior to their maturity in the open market at a price not in excess of the principal amount thereof, premium, if any, plus accrued interest.

Section 4.4     Reserved.

Section 4.5     Reserved.

Section 4.6     Project Fund. The Project Fund shall be maintained by the Trustee in trust and shall be used to receive the immediate transfer from the balance of the proceeds of the Bonds as provided in Section 4.2(a) hereof. The Project Fund shall also be used to receive deposits from all principal amounts drawn on the Bonds after the Closing Date. Moneys in the Project Fund shall be applied to the payment of the Costs of the Project described in Exhibit A to the Agreement and pursuant to the procedure established in Section 4.12 hereof and, pending such application, shall be subject to a lien and charge in favor of the Bondholders for the further security of such Bondholders until paid out or transferred as herein provided.

Section 4.7     Rebate Fund. Moneys deposited and held in the Rebate Fund shall be used to make all rebate payments owed to the United States under the Code, and shall not be subject to the pledge of this Indenture. The Board shall make or cause to have made the calculation(s) required by the Code and the Tax Regulatory Agreement and shall direct the Trustee in writing to make deposits to and make disbursements from the Rebate Fund which the Board determines are in accordance therewith. The Tax Regulatory Agreement and any provisions of this Indenture governing deposits to the Rebate Fund may be superseded or amended (except the requirement of annual calculations and deposits to the Rebate Fund, if required) if accompanied by an opinion of Bond Counsel addressed to the Board, the Authority

and the Trustee to the effect that the use of the new Tax Regulatory Agreement will not cause the interest on the Bonds to become includable in gross income of the recipient thereof for federal tax purposes.

Section 4.8     Flow of Funds.

(a)     The Authority covenants and agrees to cause the Board to pay, from its Lawfully Available Funds, the Payments in the amounts, time and manner as provided in Section 4.2 of the Agreement and the Trustee agrees to cause the Payments with respect to the Bonds to be applied in the amounts, time and manner as hereinafter provided:

(i)     At such time as may be required by the Tax Regulatory Agreement but not less often than annually, to the Rebate Fund, the amount required to be deposited thereunder;

(ii)     Semiannually, on each March 25 and September 25, commencing September 25, 2021 to the Debt Service Fund an amount equal to the interest due and payable on the Bonds on the succeeding April 1 or October 1, as the case may be;

(iii)     Annually, on each March 25 to the Debt Service Fund, an amount equal to the principal due and payable on the Bonds on the succeeding April 1; and

(iv)     Immediately upon demand of the Trustee, into any of the foregoing funds or accounts, an amount sufficient to make up any deficiency in any prior payment required to be made into such fund and to restore any loss resulting from investment or other causes from such fund and any other payment required to be made to such fund by this Indenture.

(b)     The required payments for Section 4.3 above shall be reduced by any surplus amount contained in or investment income received in or transferred to the Debt Service Fund.

Section 4.9     Investments.

(a)     Moneys contained in the Project Fund held by the Trustee, shall be continuously invested and reinvested by the Trustee at the written direction of the Board in Permitted Investments, to the extent practicable, that shall mature (or be readily convertible to cash) not later than the respective dates when the moneys in said Funds and Accounts shall be required for the purposes intended, and:

(i)     No such investment shall be required to be made unless the cash at the time available therefor is at least equal to \$1,000;

(ii)     The Trustee shall be authorized, to the extent necessary to enable the Trustee to discharge or perform its obligations hereunder, at any one or more times to sell any part or all of the investments whenever it may, for any reason or purpose whatsoever, deem any such sale to be desirable;

(iii)     Any income derived from and any profit or loss on any such investment of moneys on deposit in any such fund or account shall be credited or debited, as the case may be, to the respective fund or account in which earned;

(iv)     No Permitted Investments in any fund or account may mature beyond the latest maturity date of any Bonds outstanding at the time such Permitted Investments are deposited. For the purposes of this section, the maturity date of repurchase agreements for obligations is the maturity date of such repurchase agreements and not the maturity date of the underlying obligation; and



(v) No float forward or forward purchase agreement or other arrangement, agreement or financial product may be utilized in connection with the Debt Service Fund unless such agreements will constitute Permitted Investments.

(b) An Authorized Board Representative shall give to the Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Article and Section 4.1(c), and the Trustee shall then invest such money under this Section as so directed. The Trustee shall in no event have any liability for any loss resulting from the investment of moneys in accordance with the directions of the Authorized Board Representative. The Trustee shall furnish the Authority annually with a written copy, if requested in writing, and the Board with a written copy, on at least a monthly basis, of the types, amounts, yield and maturities of all such investments, but shall not be required to provide brokerage confirmations to either the Authority or the Board. The Trustee shall conclusively rely upon the Board's written instructions as to both the suitability and legality of all directed investments. Ratings of investments shall be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. In the absence of written investment instructions from an Authorized Board Representative, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such investments.

(c) Deficiencies in the amount on deposit in any fund or account resulting from a decline in market value shall be restored by the Board pursuant to the Agreement no later than the succeeding valuation date.

(d) All of the funds and accounts established hereunder shall be special trust accounts held by the Trustee in trust for the benefit of the owners of the Bonds and shall not be subject to lien or attachment by any creditors of the Trustee, the Authority or the Board. Uninvested sums in these funds and accounts not otherwise insured shall be continually secured as are deposits of uninvested sinking funds of political subdivisions of the State or in the manner prescribed by Federal law for securing any Federal trust funds as may be prescribed from time to time by the Comptroller of the Currency.

(e) Moneys held by the Trustee in the Debt Service Fund shall be held uninvested.

#### Section 4.10 Application of Moneys in the Project Fund.

(a) Payment of the Costs of the Project shall be made from the proceeds of the Bonds deposited into the Project Fund; provided, however, that interest earnings on the amounts deposited into the Project Fund shall, at the written direction of the Board, be transferred monthly to the Debt Service Fund and used to make the next payment of interest on the corresponding series of the Bonds. All payments from the Project Fund shall be subject to the provisions and restrictions set forth in this Article, and the Authority covenants that it will not cause or permit to be paid from the Project Fund any sums except in accordance with such provisions and restrictions.

(b) Moneys in the Project Fund shall be used to pay the Costs of the Project; provided that if an Event of Default under the Loan Agreement or this Indenture has occurred and is continuing, the Trustee shall transfer moneys in the Project Fund to the appropriate account of the Debt Service Fund for the purpose of paying the principal of and interest on the Bonds.

Section 4.11 Costs of the Project. For the purpose of this Indenture, the Costs of the Project shall embrace such costs as are authorized project costs within the purview of the Act and the Code,



which have been pre-approved by FEMA to receive public assistance funds, and, without intending thereby to limit or restrict any proper definition of such Costs, shall include the following:

(i) obligations incurred by the Board with respect to the purchase or lease of the property and the acquisition and development of the Project, for labor, materials and services provided by contractors, builders and others in connection with the acquisition and development of the Project, including legal fees, machinery and equipment, necessary water and sewer lines and connections, utilities and landscaping, the restoration or relocation of any property damaged or destroyed in connection with such acquisition and development, the removal or relocation of any structures, and the clearing of lands and the reasonably allocable expenses of the Board with respect to the Project;

(ii) the cost of acquiring by purchase or expropriation, if deemed expedient, or leasing such lands, property, rights, rights-of-way, servitudes, easements, franchises and other interests as may be deemed necessary or convenient by the Authorized Board Representative for the acquisition and development of the Project, the cost of options and partial payments thereon, the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved and the amount of any damages incident to or consequent upon the acquisition and development of the Project;

(iii) the cost of borings and other preliminary investigations, if any, to determine foundation or other conditions and fees and expenses of engineers, architects, management consultants for making studies, surveys and estimates of cost and of revenues and other estimates, costs of environmental surveys, reports and remediation, and fees and expenses of engineers and architects for preparing plans and specifications and supervising construction as well as for the performance of all other duties of engineers and architects set forth herein in relation to the acquisition and development of the Project and the issuance of the Bonds therefor;

(iv) all other items of expense not elsewhere in this Section specified incident to the Project and the financing thereof, including professional fees, moving expenses, the acquisition of lands, property, rights, rights-of-way, easements, franchises and interest in or relating to lands, including title insurance, cost of demand surveys, other surveys and other expenses in connection with such acquisition, legal fees and expenses, and expenses of administration and overhead, all properly chargeable, in the opinion of the Authorized Board Representative, to the Project;

(v) interest on the Bonds prior to the establishment of the completion date of the Project pursuant to Section 3.8 of the Loan Agreement, and the reasonable fees and expenses, including counsel fees, of the Trustee for its services prior to and during construction, and premiums on insurance, if any, in connection with the Project; and

(vi) any obligation or expense heretofore or hereafter incurred or paid by the Board for or in connection with any of the foregoing purposes.

#### Section 4.12 Payments from Project Fund; Requisitions.

(a) Payments from the Project Fund shall be made in accordance with the provisions of this Section and Sections 3.5 and 5.10 of the Agreement. In connection with a payment from the Project Fund, there shall be filed with the Trustee the appropriate form of requisition for the account in the Project Fund from which moneys are to be disbursed, substantially in the form attached hereto as Exhibit B, signed by an Authorized Board Representative, stating:

(i) the item number of each such payment,

- (ii) the related Project Worksheet and Request for Reimbursement Form numbers,
- (iii) the respective amounts to be paid,
- (iv) the purpose by general classification for which each obligation to be paid was incurred,
- (v) that obligations in the stated amounts have been incurred by the Board and are either (A) presently due and payable or (B) have been paid by the Board and that each item thereof is a proper charge against the Project Fund and has not been the subject of any prior requisition,
- (vi) that such requisition contains no item representing payment on account of any retainage to which the Board is entitled at the date of such requisition, and
- (vii) a certification that all work, materials, supplies and equipment which are the subject of such requisition have been performed or delivered and are in accordance with the description of the Project referred to above.

(b) Upon receipt of each requisition and accompanying certificate and information, the Trustee shall pay the obligations set forth in such requisition. In making such payments the Trustee shall conclusively rely upon such requisitions. If for any reason the Board should decide prior to the payment of any item in a requisition not to pay such item, it shall give written notice of such decision to the Trustee and thereupon the Trustee shall not make such payment.

Section 4.13 Reliance upon Requisitions. All requisitions and opinions received by the Trustee as conditions of payment from the Project Fund shall be relied conclusively upon by the Trustee and shall be retained by the Trustee, subject at all reasonable times to examination by the Authority and the Board.

Section 4.14 Completion of the Project and Disposition of the Project Fund Balance. When the construction and renovation of the Project shall have been completed, which fact shall be evidenced to the Trustee by a certificate of an Authorized Board Representative delivered to the Trustee pursuant to Section 3.8 of the Loan Agreement, the balance in the Project Fund shall be transferred by the Trustee to the Debt Service Fund and applied to redeem the Bonds in accordance with the provisions of Section 3.4 hereof, or as a credit towards the next debt service payment on the Bonds.

Section 4.15 Amounts in Funds and Accounts; Releases. It is agreed by the parties hereto that any amounts remaining in the Funds and Accounts existing pursuant to this Indenture upon the expiration or sooner cancellation or termination of the Agreement, as provided therein, after payment in full of all Bonds then outstanding under this Indenture (or provisions for the payment thereof having been made in accordance with Article XII of this Indenture), and the fees, charges and expenses of the Authority and the Trustee and all other amounts required to be paid under the Agreement and under this Indenture other than amounts held in the Rebate Fund necessary to pay arbitrage rebate under Section 148(f) of the Code, shall belong to and be paid to the Board.

Section 4.16 Reserved.

Section 4.17 Application of Insurance Proceeds; Condemnation Award.



(a) If all or any portion of the Project is damaged or destroyed by a casualty, or is taken by expropriation proceedings, the Board shall, as expeditiously as possible, continuously and diligently prosecute or cause to be prosecuted the repair, restoration, or replacement thereof; provided, however that the Authority shall in no way be liable for any costs of the repair, restoration or replacement of the Project in excess of the proceeds of any insurance or of any expropriation award received because of such casualty or expropriation. The proceeds of any insurance, or of any expropriation award or payment in lieu of expropriation, received on account of any damage, destruction or taking of all or any portion of the Project shall be applied as follows: the net proceeds, including the proceeds of any insurance policy insuring the Project shall be delivered to the Trustee and held by the Trustee in a special account to be established as soon as possible upon receipt of any such funds and held by the Trustee in trust, and shall be made available for, and to the extent necessary be applied to, such restoration, repair and replacement. Any amounts so held by the Trustee shall be disbursed to pay the costs of restoration, replacement and repair of the Project with respect to which they are held, in each case promptly after receipt of a written request of the Board stating that the amount to be disbursed pursuant to such request will be used to pay costs of replacing or repairing or restoring the Project and that no amount previously has been disbursed by the Trustee for payment of the costs to be so paid. In making such payments, the Trustee may conclusively rely upon such written requests and shall have no liability or responsibility to investigate any matter stated therein, or for any inaccuracy or misstatement therein. In no event shall the Trustee be responsible for the adequacy of the plans and specifications or construction contract relating to the replacement, restoration, or repair of the Project, or for the improper use of moneys properly disbursed pursuant to request made under this Section. Any proceeds remaining on deposit with Trustee following completion of the repairs, restoration or replacement of the Project shall be paid by Trustee to the Board.

(b) In the event the Board decides not to repair, restore or replace the Project for any reason, all insurance proceeds received or payable as a result of such casualty, or all proceeds received or payable as a result of expropriation proceedings (including payments received or payable in lieu of expropriation) shall be paid to the Trustee and applied to the redemption of the Bonds in accordance with Section 3.4 of this Indenture.

Section 4.18 Application of Moneys in the Rebate Fund. Moneys in the Rebate Fund shall be used to make any rebate payments required to be made to the United States under the Code. The Rebate Fund shall be held for the sole benefit of the United States of America and is not pledged under this Indenture. Moneys required to be paid to the United States shall be deposited in the Rebate Fund by the Authority as Additional Payments under the Agreement as required thereby and by this Indenture and the Tax Agreement.

## ARTICLE V ADDITIONAL BONDS

### Section 5.1 Issuance of Additional Bonds.

(a) Additional Bonds may be issued in one or more series by the Authority at the request of the Board, with the written consent of the Lender, under a supplement to this Indenture to pay all or part of the additional Costs of the Project so long as:

(i) no Event of Default under this Indenture has occurred and is then continuing and the Authority shall have approved the issuance of such Additional Bonds; and

(ii) there shall have been filed with the Trustee an opinion of an attorney or firm of attorneys generally recognized as having expertise in matters relating to municipal bonds to the effect that



the exclusion from "gross income" for Federal income tax purposes of the interest on any tax-exempt Bonds then outstanding under the Indenture shall not be adversely affected.

(b) Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Indenture or the separate indenture authorizing the issuance of such series of Additional Bonds.

Section 5.2 Issuance of Refunding Bonds. Refunding Bonds may be issued under and secured by a supplement to this Indenture for the purpose of providing funds for the refunding of the Bonds, upon compliance with Section 5.1 above.

## ARTICLE VI COSTS OF ISSUANCE

Section 6.1 Payment of Cost of Issuance. There shall be paid into the Cost of Issuance Account in the Bond Proceeds Fund the amount required to be so paid pursuant to Section 4.2(a) of this Indenture; and such amounts shall be applied to the payment of the legal, administrative, financing and incidental expenses of the Authority, the Trustee, the Board and the Lender relating to the Bonds. The Trustee shall make payments from the Cost of Issuance Account upon receipt of statements from the parties entitled to be paid therefrom accompanied by a written request of the Authority, signed by an Authorized Authority Representative, directing the Trustee to pay such statements. Any amounts remaining in the Cost of Issuance Account after one hundred eighty (180) days from the Closing Date, shall be transferred to the Debt Service Fund.

## ARTICLE VII ENFORCEMENT

Section 7.1 Assignment by Authority. The Authority has assigned all of its right, title and interest in, to and under the Agreement (except for rights relating to exculpation, indemnification and payment of expenses thereunder), to the Trustee as security for the Bonds and hereby agrees that the Agreement may be enforced by the Trustee in accordance with the terms hereof and thereof. Notwithstanding such assignment, the Authority agrees to cause the Board to comply with the terms contained in the Agreement and the rights of the Bondholders and the Trustee shall be governed by the provisions of this Indenture and the Agreement.

Section 7.2 Trustee to Enforce Agreement.

(a) The Trustee may, and upon the written request of the owners of a majority in aggregate principal amount of the Bonds then outstanding shall, subject to the provisions of Section 8.10 and Article IX hereof, strictly and promptly enforce the provisions of the Agreement so long as any of the Bonds remain outstanding under this Indenture. All rights of action (including the right to file proof of claims) to enforce the Agreement under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of the Bonds and without their production in any trial or other proceeding relating thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee for the Bondholders without the necessity of joining as plaintiffs or defendants any of the Bondholders.

(b) The Trustee shall not be authorized to extend the time for any payment of principal, premium or interest without the prior written consent of the owners of all Bonds outstanding.

(c) The Trustee shall not be required to foreclose under the Agreement unless first indemnified to its satisfaction and will not be required to foreclose if doing so will subject it to environmental liability or require regulatory approvals that cannot be obtained.

## ARTICLE VIII EVENTS OF DEFAULT

### Section 8.1 Defaults.

(a) Each of the following events is hereby declared to be an "*Event of Default*":

(i) The payment of any installment of interest on any of the Bonds shall not be made when the same shall become due and payable;

(ii) The payment of the principal of the Bonds shall not be made when the same shall become due and payable, whether at maturity or by proceedings for redemption or by acceleration or otherwise;

(iii) An "Event of Default" under Article VIII of the Agreement shall have occurred and shall not have been cured within the applicable cure period; or

(iv) Default by the Authority in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture on the part of the Authority to be performed, if such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Board by the Trustee, which shall give such notice at the written request of the owners of not less than a majority in principal amount of the Bonds then outstanding. Such default shall not become an Event of Default if said default be of the nature that it cannot be corrected within the thirty (30) day period after receipt of notice, but the Authority (or the Board pursuant to the provisions of Section 8.13 of this Indenture) promptly shall institute and diligently pursue corrective action until such default is cured.

(b) The word "default" as used herein means failure of performance when due, exclusive of any period of grace, if any, allowed to correct any such failure.

Section 8.2 Remedies. Upon the occurrence of an Event of Default, the Authority, the Trustee and, subject to Sections 8.9 and 8.10, the Bondholders shall have all the rights and remedies as may be allowed by law, this Indenture, or pursuant to the provisions of the Agreement by virtue of their assignment hereunder, including but not limited to, acceleration of the maturity of all Bonds, or suit at law or in equity to enforce or enjoin the action or inaction of parties under the provisions of this Indenture or the Agreement.

### Section 8.3 Acceleration; Other Remedies and Rights of Holders.

(a) Upon the occurrence of an Event of Default, the Trustee shall declare the principal of the Bonds to be immediately due and payable, and, subject to Article IX, the Trustee shall exercise any remedies granted to it herein and in the Agreement. In such event, there shall be due and payable on the Bonds an amount equal to the principal amount of all the Bonds then outstanding plus all interest accrued thereon and which will accrue thereon to the date of payment.

(b) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on



account of such default, or before the completion of the enforcement of any other remedy under this Indenture, or the Agreement, the Trustee may annul such declaration and its consequences with respect to the Bonds if (i) moneys shall have been deposited in the Debt Service Fund sufficient to pay all matured installments of principal (other than principal due solely because of acceleration) and interest; (ii) moneys shall be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Authority and the Trustee; (iii) all other amounts then payable by the Authority or the Board under this Indenture or the Agreement shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every Event of Default actually known to the Authority or a Responsible Officer of the Trustee (other than a default in the payment of the principal of the Bonds due only because of such declaration) shall have been remedied to the satisfaction of the Authority and the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

(c) Subject to Sections 8.9 and 8.10, upon the happening and continuance of an Event of Default hereunder, the Trustee may, and shall upon the written direction of the owners of a majority in aggregate principal amount of outstanding Bonds and being indemnified to its satisfaction, with or without taking action under this Section 8.3, pursue any available remedy to enforce the performance of or compliance with any Bond Documents.

#### Section 8.4      Application of Moneys.

(a) Anything in this Indenture to the contrary notwithstanding, if at any time the moneys in the Debt Service Fund shall not be sufficient to pay the interest on, premium, if any, or the principal of the Bonds as the same shall become due and payable (either by their terms or by acceleration of maturities), such moneys, together with any other moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall, subject to the provisions of Sections 9.2 and 9.4 hereof, be applied as follows:

(i) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST, to the payment of fees and expenses (including attorneys' fees, costs and expenses) of the Trustee;

SECOND, to the payment to the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay any particular installment, then to the payment thereof, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds; then

THIRD, to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture) in the order of their due dates, with interest on the principal amount of such Bonds due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Bonds and their interest thereon, then to the payment thereof ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and then



FOURTH, to the payment of the interest on and the principal of the Bonds, to the purchase and retirement of Bonds and to the redemption of Bonds, all in accordance with the provisions of this Indenture.

(ii) If the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference; and

(b) If the principal of all the Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then, subject to the provisions of Section 8.5(a) above, in the event that the principal of all the Bonds shall later become or be declared due and payable, then all such moneys shall be applied in accordance with the provisions of Section 8.5(a) above.

(c) Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, such money shall be applied by the Trustee at such times and from time to time as the Trustee in its sole discretion shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for application in the future; the deposit of such money or otherwise setting aside such money in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Authority, to any Bondholder or to any other person for any delay in applying any such money, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to the owner of any Bond until such Bond shall be surrendered to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 8.5 Abandonment of Proceeding. In case any proceeding taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

Section 8.6 Appointment of Receiver. Upon the occurrence of an Event of Default, and upon filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or keeper pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.7 Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity on or after the date of adoption of this Indenture. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are



intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 8.8 Enforcement without Possession of Bonds. All rights of action under this Indenture, the Agreement or under any of the Bonds may be enforced by the Trustee without possession of the Bonds and without their production in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee may be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds.

Section 8.9 Rights of Owners of Bonds to Direct Proceedings. If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Indenture to the contrary, the owners of a majority in aggregate principal amount of outstanding Bonds shall have the right, at any time by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Indenture, provided the direction is in accordance with law and the provisions of this Indenture and, in the sole judgment of the Trustee being advised by its counsel, is not unduly prejudicial to the interest of Bondholders not joining in such direction, and provided further, that nothing in this Section shall impair the right of the Trustee in its discretion to take any other action under this Indenture which it may deem proper.

Section 8.10 Rights and Remedies of Owners of Bonds.

(a) No owner of any Bond shall have any right to institute any suit, action or proceeding for the enforcement of this Indenture or for the execution of any trust hereunder or for any remedy under this Indenture unless:

(i) An Event of Default has occurred (other than under Sections 8.1(a)(i) or (ii)) as to which a Responsible Officer of the Trustee has actual notice, or as to which a Responsible Officer of the Trustee has been notified in writing; and

(ii) The owners of at least a majority of the aggregate outstanding principal amount of Bonds outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Indenture or to institute an action, suit or proceeding in its own name; and these Bondholders shall have offered the Trustee such indemnity as may be satisfactory to the Trustee, and the Trustee shall have failed or refused to exercise the powers granted in this Indenture or to institute an action, suit or proceeding in its own name for a period of sixty (60) days after receipt of the request and offer of indemnity.

(b) No one or more owners of Bonds shall have any right in any manner whatsoever to disturb or prejudice the security of this Indenture or to enforce any right hereunder except in the manner herein provided and then only for the equal benefit of the owners of all outstanding Bonds.

Section 8.11 Waiver of Default.

(a) No delay or omission of the Trustee or of any owner of Bonds to exercise any right or power accruing upon any Event of Default shall impair the right or power or shall be construed to be a waiver of an Event of Default or an acquiescence therein. Every power and remedy given by this Article to the Trustee and to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive any Event of Default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Indenture or before the completion of the enforcement of any other remedy under this Indenture.

(c) Notwithstanding anything contained in this Indenture to the contrary, the Trustee, upon written request of the owners of at least a majority of the aggregate principal amount of the Bonds then outstanding shall waive any Event of Default and its consequences; provided, however, that a default in the payment of the principal of, premium, if any, and interest on any Bond, when due and payable or upon call for redemption, may not be waived after the date the same becomes due and payable without the written consent of the owners of all the Bonds at the time outstanding.

(d) In case of a waiver by the Trustee of any Event of Default, the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights under this Indenture but no waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section.

#### Section 8.12 Notice of Defaults.

(a) Within thirty (30) days after the receipt by a Responsible Officer of the Trustee of notice of an Event of Default or the occurrence of an Event of Default of which the Trustee is deemed to have notice, the Trustee shall (unless the Event of Default has already been cured) give written notice of the Event of Default to the Bondholders in the manner provided in Section 13.7 of this Indenture, provided that, except in the case of a default in the payment of principal, redemption price, or interest on any of the Bonds, the Trustee may withhold the notice to the Bondholders if, in its sole judgment, it determines that the withholding of notice is not detrimental to the interests of the Bondholders.

(b) The Trustee shall, within fifteen (15) days, notify, in writing, the Authority and the Board of any Event of Default known to the Trustee.

Section 8.13 Opportunity of Board to Cure Certain Defaults. The Authority and the Trustee hereby grant the Board full authority on the account of the Authority to perform any covenant or obligation and to otherwise fulfill any condition the failure or non-performance of which is or is alleged to be a default under Section 8.1(a)(iv) of this Indenture, and the Trustee agrees that performance by the Board shall be deemed to be performance by the Authority.

### ARTICLE IX CONCERNING THE TRUSTEE

Section 9.1 Acceptance of Trusts. The Trustee hereby represents and warrants to the Authority (for the benefit of the Board and the Bondholders as well as the Authority) that it is an Alabama state banking association duly organized and existing under the laws of the State of Alabama and that it is duly authorized under law to accept and execute trusts of the character herein set out. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Indenture including the following express terms and conditions, to all of which the parties hereto and the respective Owners of the Bonds agree:

(a) Except during the continuance of an Event of Default within the purview of Section 8.1, the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and the Trustee shall not be responsible for (i) the legality or enforceability of this Indenture (except with respect to performance of its obligations hereunder), the Agreement (except with respect to performance of its obligations hereunder), the Bonds (except as to the authentication of the Bonds), or any



instruments or documents related thereto (collectively, the "*Bond Documents*") or (ii) the legality, perfection, sufficiency or priority of the Trust Estate or any lien purported to be granted thereon under any of the aforesaid documents or otherwise. No implied covenants or obligations shall be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

(b) No provision of this Indenture shall be construed to relieve the Trustee from liability for its gross negligence or willful misconduct, except that:

(i) in the absence of bad faith on the part of the Trustee, the Trustee shall conclusively rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected fully from liability in relying or acting upon, any resolution, opinion of counsel, certificate, request, notice, consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgment, verification, appraisal, report or other paper or document believed by the Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties;

(ii) in the absence of bad faith on the part of the Trustee, whenever the Trustee, or any of its agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established, such matter shall be deemed to be conclusively proved and established by a certificate executed by an Authorized Authority Representative; provided, however, that the Trustee, or such agent, representative, expert or counsel may require, but is not obligated to require, such further and additional evidence and make such further investigation as it or they may consider reasonable;

(iii) the Trustee may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel;

(iv) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and in accordance with any direction or request of the Bondholders;

(v) the Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Trustee unless the Trustee is grossly negligent in ascertaining the pertinent facts;

(vi) the Trustee shall not be deemed to have knowledge of any Event of Default, except for the failure of the Board to make or cause to be made scheduled payments to the Trustee provided for in the Agreement, unless and until a Responsible Officer of the Trustee shall have actual knowledge thereof or shall have received written advice thereof from any Bondholder;

(vii) anything in any of the Bond Documents to the contrary notwithstanding, whether or not an Event of Default shall have occurred, the Trustee shall not be under any obligation to take any action under this Indenture that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its opinion, assured to it by the security afforded to it by the terms of this Indenture, unless it is requested in writing to do so by one or more owners of the Bonds outstanding hereunder and furnished, from time to time as it may require, with security and indemnity satisfactory to it;

(viii) the Trustee need not take any action or follow any direction from any one or more Bondholders if the Trustee shall be advised by counsel that the action or proceedings so directed

may not lawfully be taken or would be prejudicial to Bondholders not parties to such direction, or the Trustee in good faith believes following such direction would involve the Trustee in personal liability;

(ix) in no event shall the Trustee be liable to any person for special, indirect or consequential damages, lost profits or loss of business arising under or in connection with this Indenture, even if previously informed of the possibility of such damages and regardless of the form of action;

(x) anything to the contrary in the Bond Documents notwithstanding, the permissive right of the Trustee to do anything enumerated or set forth in any of the Bond Documents shall not be construed as a duty, and the Trustee shall not be held responsible or liable for other than its gross negligence or willful misconduct;

(xi) the Trustee shall not be required to give any Bond or surety with respect to the performance of its duties or the exercise of its powers hereunder;

(xii) none of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it;

(xiii) the Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed; and

(xiv) the Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(c) In case an Event of Default within the purview of Section 8.1 hereof has occurred and is continuing and a Responsible Officer of the Trustee has actual knowledge of such Event of Default or is deemed to have knowledge pursuant to (b)(vi) above, subject to the provisions of this Article IX, the Trustee shall exercise such of the rights and powers vested in it by this Indenture.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, including without limitation Sections 9.2 and 9.3 hereof, shall be subject to the provisions of this Section 9.1. The Trustee also accepts, and agrees to do and perform, the duties and obligations imposed upon it by and under the Agreement, but only upon the terms and conditions set forth in the Agreement, and this Indenture. The rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

Section 9.2 Trustee Entitled to Indemnity. Anything to the contrary in this Indenture notwithstanding, the Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Indenture or under the Agreement, or to enter any appearance in or in any way

defend against any suit, in which it may be made a defendant (except in the case of the Trustee's own negligence), or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder or under the Agreement, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees, costs and expenses and other reasonable disbursements, and against all liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Authority shall reimburse the Trustee from funds available therefor under the Agreement for all costs and expenses, outlays and counsel fees, costs and expenses and other reasonable disbursements properly incurred in connection therewith. If the Authority shall fail to make reimbursement, the Trustee may reimburse itself from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference over any of the Bonds.

Section 9.3 Trustee Not Responsible for Insurance, Taxes, Execution of Indenture, Acts of the Authority or Application of Moneys Applied in Accordance with this Indenture or Offering Documents.

(a) The Trustee shall not be under any obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Board or to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. The Trustee shall have no responsibility in respect of the validity, sufficiency, due execution or acknowledgment of this Indenture or the validity or sufficiency of the security provided hereunder or in respect of the validity of the Bonds or the due execution or issuance thereof, except as to the authentication thereof.

(b) The Trustee shall not be under any obligation to see that any duties herein imposed upon any party other than itself, or any covenants herein contained on the part of any party other than itself to be performed, shall be done or performed, and the Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed.

(c) The Trustee shall not be liable or responsible because of the failure of the Authority or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Authority or because of the loss of any moneys arising through the insolvency or the act or default or omission of any other depository in which such moneys shall have been deposited under the provisions of this Indenture. The Trustee shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, withdrawn or transferred hereunder if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Indenture.

(d) The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents and to any predecessor Trustee.

(e) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum, private placement memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

Section 9.5 Compensation. The Trustee and any predecessor Trustee shall be entitled to reasonable compensation for its ordinary services hereunder consistent with the results of the process by which the Trustee was selected and any extraordinary services rendered hereunder and to reimbursement for all expenses incurred in good faith hereunder, including the compensation, expenses and



disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its powers and duties hereunder. If the Authority shall fail to make any payment required by this Section, the Trustee may, but shall be under no obligation to, make such payment from any moneys in its possession under the provisions of this Indenture, and the Trustee shall be entitled to a preference therefor over any of the Bonds Outstanding hereunder.

Section 9.6 Trustee to Preserve Records. All records and files pertaining to the Board in the custody of the Trustee shall be open at all reasonable times to the inspection of the Authority, the Board and their agents and representatives.

Section 9.7 Trustee May be Bondholder. The Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in any of the Bonds issued under and secured by this Indenture, and may join in the capacity of a Bondholder in any action which any Bondholder may be entitled to take with like effect as if such institution were not the Trustee under this Indenture.

Section 9.8 Trustee Not Responsible for Recitals. The recitals, statements and representations contained herein and in the Bonds shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee shall not be under any responsibility for the correctness of the same.

Section 9.9 Trustee May Rely on Certificates. Subject to the provisions of Section 9.1(b), the Trustee shall conclusively rely upon and be fully protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Indenture, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, Bond or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Agreement or this Indenture, or upon the written opinion of any attorney, engineer, accountant or other expert believed by it to be qualified in relation to the subject matter, and the Trustee shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

Section 9.10 Qualification of the Trustee. There shall at all times be a Trustee hereunder. Any successor Trustee hereunder shall be a trust company or commercial bank (having trust powers) organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having unimpaired capital and surplus of at least \$75,000,000, and subject to supervision or examination by Federal or state authority. If such trust company or bank publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the unimpaired capital and surplus of such association or corporation shall be deemed to be its unimpaired capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in Section 9.10 hereof.

Section 9.11 Resignation and Removal of Trustee.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 9.11 hereof.

(b) The Trustee may resign at any time by giving written notice thereof to the Authority, the Board and the Bondholders. If an instrument of acceptance by a successor Trustee shall not have been

delivered to the Trustee within thirty (30) days after the giving of such notice of resignation, the retiring Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed for cause at any time by an instrument or instruments in writing to the Trustee, with copies to the Authority and the Board, signed by the Board and the Authority and delivered to the Trustee, the Authority and the Board (such instruments to be effective only when received by the Trustee).

(d) If at any time:

(i) the Trustee shall cease to be eligible under Section 9.10 hereof and shall fail to resign after written request therefor by the Board or by any Bondholder, or

(ii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, (1) the Authority, in its discretion and without obligation, may or the Board may remove the Trustee, or (2) any Bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor.

(e) If the Trustee shall be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause other than resignation (it being understood that no vacancy may occur as a result of resignation since the Trustee may not resign unless a successor has been appointed) or if the Trustee tenders its resignation, the Authority with the approval of the Board (so long as the Board is not in default hereunder) shall promptly appoint a successor provided the Authority shall be furnished with sufficient funds to pay all costs and expenses (including attorneys' fees) reasonably incurred by the Authority in connection therewith as such costs and expenses accrue. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by an instrument or concurrent instruments in writing executed by the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding and delivered to the Board and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Authority. If no successor Trustee shall have been so appointed by the Authority or the Bondholders and accepted appointment in the manner hereinafter provided, any Bondholder who has been a bona fide owner of a Bond for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Authority shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to all Bondholders upon the written request of the Trustee and provided the Authority shall be furnished with sufficient funds to pay all costs and expenses (including attorney's fees) reasonably incurred by the Authority in connection therewith as such costs and expenses accrue. Each notice shall include the name and address of the corporate trust office of the successor Trustee.

(g) Notwithstanding, any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

#### Section 9.12 Successor Trustee.



(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Authority and the Board, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities, powers and trusts, and subject to all the duties and obligations, of its predecessors; but such predecessor shall, nevertheless, on the reasonable written request of its successor or of the Authority and upon payment of the expenses, charges and other disbursements of such predecessor which are payable pursuant to the provisions of Section 9.4 hereof, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property and moneys held by it hereunder to its successor, subject, nevertheless, to its preference, if any, provided for in Sections 9.2 and 9.4 hereof. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee any such instrument in writing shall and will be executed, acknowledged and delivered by the Authority upon the written request of the Trustee and provided the Authority shall be furnished with sufficient funds to pay all costs and expenses (including attorneys' fees) reasonably incurred by the Authority in connection therewith as such costs and expenses accrue.

(b) Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Indenture and otherwise qualified to act as Trustee hereunder with or into which the bank or trust company acting as Trustee may be merged or consolidated, or to which the corporate trust assets and corporate trust business of such bank or trust company may be sold, shall be deemed the successor of the Trustee.

## ARTICLE X SUPPLEMENTAL INDENTURES

Section 10.1 Supplemental Indentures Not Requiring Consent of Holders. The Authority and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof and in the opinion of the Trustee shall not materially and adversely affect the interest of the Bondholders for any one or more of the following purposes:

(a) To clarify or cure any ambiguity or formal defect or provide omitted language in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Bondholders or the Trustee or either of them;

(c) To subject to the lien and pledge of this Indenture additional revenues, properties or collateral;

(d) To provide for the issuance of Additional Bonds in conformity with the provisions of Article V of this Indenture and to fix all details with respect thereto or to provide further conditions, limitations or restrictions on the issuance of Additional Bonds;

(e) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof or thereof under any Federal statute hereafter in effect or under any state Blue Sky Law, and, in connection therewith, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be



permitted or required by any said Federal statute or Blue Sky Law; provided, that any such indenture supplemental hereto referred to in this Section 10.1 shall not, in the judgment of the Trustee, which may rely on an opinion of counsel, be to the prejudice of the owners of the Bonds; or

(f) To provide any other modifications which are not prejudicial to the interests of the Bondholders.

#### Section 10.2 Supplemental Indentures Requiring Consent of Holders.

(a) Anything contained in this Indenture to the contrary notwithstanding, except for indentures supplemental hereto authorized by Section 10.1 of this Indenture and subject to the terms and provisions contained in this Section 10.2, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right from time to time, to consent to and approve the execution by the Authority and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing contained in this Section 10.2 shall permit, or be construed as permitting, without the consent of the owners of all the Bonds then outstanding (a) an extension of the stated maturity or scheduled sinking fund redemption or reduction in the principal amount or premium of, or reduction in the rate or extension of the time of payment of interest on, any Bonds, or (b) the creation of any lien on the Trust Estate or any part thereof pledged under this Indenture prior to or on a parity with the lien of this Indenture, or (c) a reduction in the aforesaid aggregate outstanding principal amount of Bonds the owners of which are required to consent to any such indenture supplemental hereto. No such amendment shall modify the rights, duties or immunities of the Trustee without the written consent of the Trustee.

(b) If at any time the Authority shall request the Trustee in writing to enter into any such supplemental indenture for any of the purposes of this Section 10.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given to the Bondholders in the manner provided in Section 13.7 of this Indenture. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within ninety (90) days or such longer period as shall be prescribed by the Authority following the giving of such notice, the owners of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 10.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

(c) So long as no event of nonperformance under the Agreement has occurred and is continuing, no such supplement shall become effective unless the Board shall have given its prior written approval.

Section 10.3 Filing. Copies of any supplemental indenture shall be filed with the Trustee and delivered to the Authority and the Board.

Section 10.4 Reliance on Counsel. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of counsel satisfactory to the Trustee, who may be counsel for the

Authority, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Article prior to joining in the execution of such supplemental indenture. The Trustee may, but shall not be required to, enter into any supplemental indenture that adversely affects its rights, duties or obligations under this Indenture.

Section 10.5 Supplement Binding. Upon the execution of any supplemental indenture pursuant to the provisions of this Article, this Indenture shall be deemed to be supplemented, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Trustee, the Authority, the Board and the owners of Bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modification and amendment.

Section 10.6 Agreement. The Authority and the Board, with the approval of the Trustee in certain events, may consent to supplemental loan agreements for the purposes and in the manner provided in Article VII of the Agreement and the Trustee agrees that it shall take the actions required of it as provided thereunder. Notwithstanding anything herein or in the Agreement to the contrary, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of counsel satisfactory to the Trustee, who may be counsel for the Authority, as conclusive evidence that any proposed supplemental loan agreement complies with the provisions of this Article and the Agreement prior to consenting to the execution of such proposed supplemental loan agreement. The Trustee may, but shall not be required to, consent to any supplemental loan agreement that adversely affects its rights, duties or obligations under the Agreement or this Indenture.

Section 10.7 Role of Authority. The Authority shall not be required to take any action not expressly provided for herein. The Authority shall have no obligation to review, control or oversee the activities of Trustee in collecting any amounts payable pursuant to the Agreement or the Indenture, or in making any payments on the Bonds. Furthermore, the Authority shall not be obligated to take any action or execute any documents which might in its reasonable judgment involve it in any expense or liability unless it shall have been furnished with assurance of payment or reimbursement for any expense and with reasonable indemnity for liability of the Authority, its incorporators, directors, officers and counsel.

Section 10.8 Role of Lender. The Board acknowledges that Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss the Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate before acting on the Term Sheet or any such other information, materials or communications.

## ARTICLE XI COVENANTS OF THE AUTHORITY



Section 11.1 Payment of Principal, Premium and Interest. The Authority covenants that it will promptly pay, or cause to be paid, the principal of, premium, if any, and the interest on every Bond at the places, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof but solely from the Trust Estate and not from any other fund or source. The Authority further covenants that it will faithfully perform at all times all of its covenants, undertakings and agreements contained in this Indenture, the Agreement or in any Bond executed, authenticated and delivered hereunder or in any proceedings of the Authority pertaining thereto.

Section 11.2 Additional Security. The Authority covenants, whenever and so often as reasonably required to do so by the Trustee, promptly to execute and deliver or cause to be delivered all such other and further instruments, documents or assurances, and to promptly do or cause to be done all such other further things, as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the owners of the Bonds all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Indenture.

Section 11.3 Cure Title Defects. The Authority covenants to promptly, upon the request of the Trustee, from time to time, take or cause to be taken such action as may be necessary or proper to remedy or cure any material defect in or cloud upon the title to the Trust Estate or any part thereof, whether now existing or hereafter developing, and to prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and to indemnify and save the Trustee and every owner of Bonds, solely from the Trust Estate, harmless from all loss, cost, damage and expense, including attorneys' fees, which they or either of them may ever incur by reason of any such defect, cloud, suit, action or proceedings.

Section 11.4 Defend Against Actions. The Authority covenants to defend or cause to be defended every suit, action or proceeding at any time brought against the Trustee or any owner of Bonds upon any claim arising out of the receipt, application or disbursement of any of the Trust Estate or involving the Authority's, the Trustee's or such Bondholders' rights under this Indenture or the Agreement and to indemnify and save harmless, solely from the Trust Estate, the Trustee and Bondholders against any and all liability claimed or asserted by any person whomsoever, arising out of such receipt, application or disbursement of any such Trust Estate; provided, however, that the Trustee or any owner of Bonds at its or his election may appear in and defend against any such suit, action or proceeding; and notwithstanding any contrary provision hereof, this covenant shall continue and remain in full force and effect until all indebtedness, liabilities, obligations and other sums secured hereby have been fully paid and satisfied, and this Indenture has been released of record and the lien hereof discharged.

Section 11.5 Non-Impairment of Security. The Authority covenants that so long as any of the Bonds issued pursuant to this Indenture are outstanding and unpaid, the Authority will not voluntarily consent to any amendment to the Agreement or otherwise take any action which will reduce the amount of moneys made available thereunder to the Trustee, or which will in any manner impair or adversely affect the rights of the Authority or the Trustee or the security provided by this Indenture to the owners from time to time of the Bonds.

Section 11.6 Authority's Obligation Limited. Nothing in the Agreement or this Indenture is intended to require or obligate nor shall anything therein be interpreted to require or obligate the Authority for any purpose or at any time whatsoever, to provide, apply or expend any funds coming into the hands of the Authority other than from the Trust Estate.

## ARTICLE XII DEFEASANCE



Section 12.1 Payment.

(a) When all of the Bonds shall have been paid and discharged, and there shall have been paid all fees and charges of the Trustee due or to become due through the date on which the last of the Bonds is retired, then this Indenture shall cease, terminate and become null and void, and thereupon the Trustee shall release this Indenture including the cancellation and discharge of the lien hereof, and execute and deliver to the Authority such instruments in writing as shall be requisite to satisfy the lien hereof and, if necessary, to enter on the records such satisfaction and discharge and to re-convey to the Authority any property or interest therein or other rights hereby conveyed and such other instruments to evidence such release and discharge as may be reasonably required by the Authority, and the Trustee shall assign and deliver to the Authority any property at the time subject to the lien of this Indenture which may then be in its possession, except amounts in any Fund otherwise required to be paid by this Indenture and except such cash and investments as are held by the Trustee for the payment of interest and premium, if any, on and retirement of the Bonds.

(b) Notwithstanding the foregoing, the obligation of the Board to pay the fees and expenses of the Trustee in accordance with the terms of this Indenture shall survive the defeasance of the Bonds, the discharge of this Indenture and the termination of the Agreement.

Section 12.2 Provision for Payment. Any Bonds shall be deemed to have been paid and discharged within the meaning of Section 12.1, if the Trustee, or an escrow trustee, shall hold, in trust for and irrevocably committed thereto, moneys or Defeasance Obligations of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (likewise to be held in trust and committed, except as hereinafter provided), be sufficient for the payment of such Bonds, at their maturity or redemption date, of the principal thereof, together with the redemption premium, if any, and interest accrued to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date then to the date of the tender of such payment; provided, that if any Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or provisions satisfactory to the Trustee shall have been duly made for the giving of such notice. Any moneys held in accordance with the provisions of this Section shall be invested only in Defeasance Obligations the maturities or redemption dates and interest payment dates of which, at the option of the owner, shall coincide as nearly as practicable with, but not later than, the time or times at which said moneys will be required for the aforesaid purposes. Any income or interest earned by the Defeasance Obligations held under this Section shall, as determined by the Trustee or the escrow trustee, to the extent not required for the purposes of this Section, be paid to the Board as overpayment of Payments.

Section 12.3 Certifications. The Authority covenants and agrees that it will furnish to the Trustee:

(a) Certificates or opinions made by officers of the Authority required by this Indenture stating that provisions of this Article relating to the satisfaction and discharge of this Indenture have been fulfilled; and

(b) An opinion of Bond Counsel in form and substance satisfactory to the Trustee to the effect that the payment of the Bonds has been provided for in the manner set forth in the Indenture and the Agreement and that all obligations of the Authority with respect to the Bonds have been discharged and satisfied.

ARTICLE XIII  
MISCELLANEOUS

Section 13.1 Covenants of the Authority Binds its Successors. In the event of the dissolution of the Authority, all of the covenants, stipulations, obligations and agreements contained in this Indenture by or on behalf of or for the benefit of the Authority shall bind or inure to the benefit of the successor or successors of the Authority from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the word "Authority" as used in this Indenture shall include such successor or successors.

Section 13.2 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, the Board and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

Section 13.3 Parties Interest Herein. Nothing in this Indenture expressed or implied, is intended or shall be construed to confer upon, or give to, any person, other than the Authority, the Trustee, the Board and the Bondholders, any right, remedy or claim or by reason of this Indenture or any covenant, agreement, condition or stipulation therein.

Section 13.4 No Recourse on the Bonds. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereunder or under this Indenture against any trustee, director, officer, employee or agent of the Authority or of the Trustee.

Section 13.5 Severability. If any clause, provision or Section of this Indenture be held illegal or invalid by any court, the invalidity of such clause, provision or Section shall not affect any of the remaining clauses, provisions or Sections hereof and this Indenture shall be construed and enforced as if such illegal or invalid clause, provision or Section had not been contained herein. In case any agreement or obligation contained in this Indenture be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Authority or the Board, as the case may be, only to the extent permitted by law.

Section 13.6 Consents or Approvals. Whenever the written consent or approval of the Authority, the Trustee or the Board shall be required under the provisions of this Indenture, such consent or approval shall not be unreasonably withheld or delayed.

Section 13.7 Waiver of Jury Trial. The Authority/Board irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Board and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to the Bonds or any of the other loan documents. This provision is a material inducement for the Lender's determination to make the loan and for the parties to enter into the loan documents.

Section 13.8 US Patriot Act. The Authority/Board represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of such person. The Authority/Board further represents and warrants to the Lender that their principals, shareholders, members, partners or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any person named as a Specially designated National and Blocked Person.

Section 13.9 Notices.



(a) All notices demands and requests to be given or made hereunder to or by the Authority, the Trustee or the Board, or their designated successors, shall be in writing and shall be properly made if hand delivered, sent by electronic mail or sent by United States mail, postage prepaid, and addressed as follows:

If to the Authority: Louisiana Local Government Environmental  
Facilities and Community Development Authority  
5641 Bankers Avenue, Building B  
Baton Rouge, Louisiana 70808  
Attention: Executive Director

If to the Board: Calcasieu Parish School Board  
3310 Broad Street  
Lake Charles, Louisiana 70615  
Attention: Superintendent

If to the Trustee: Regions Bank  
400 Convention Street, Suite 900  
Baton Rouge, Louisiana 70802  
Attention: Corporate Trust

(b) Notice hereunder shall be deemed effective on the date of its receipt by the addressee. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid, to the other parties by the party effecting the change.

(c) Any notices or other communications required or permitted to be given to the Bondholders pursuant to this Indenture shall be mailed by first class mail in a sealed envelope, postage prepaid, addressed to each such Bondholder as his address last appears on the Bond Register. In case, by reason of the suspension of or irregularities in regular mail service, it shall be impractical to mail notice to the Bondholders of any event when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient giving of such notice. Any notice herein required may be omitted if the owners of all the Bonds entitled to such notice give to the Trustee a written waiver of such notice.

(d) The Trustee shall have the right to accept and act upon directions or instructions given pursuant to this Indenture, the Agreement or any other document reasonably relating to the Bonds and delivered using Electronic Means (defined below); provided, however, that the Authority or the Board, as the case may be, shall provide to the Trustee an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Authority or the Board elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustees' understanding of such directions or instructions shall be deemed controlling. The Authority and the Board each understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority and the Board, as the case may be, shall each be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or



indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. Each of the Authority and the Board agree: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Section 13.10 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State, without regard to conflict of law principles.

Section 13.11 Captions. The table of contents, captions and headings of the several articles and sections of this Indenture are for convenience only and shall not control, affect the meaning of or be taken as an interpretation of any provisions of this Indenture.

Section 13.12 Indenture to Constitute a Contract. This Indenture, upon execution by the Authority and the Trustee shall constitute a third party beneficiary contract between the Authority and the Trustee for the benefit of the owners of all Bonds issued hereunder.

Section 13.13 Performance on Legal Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption or purchase of any Bonds or the date fixed for the giving of notice or the taking of any action under this Indenture shall not be a Business Day, then payment of such interest, principal, purchase price and redemption premium, if any, the giving of such notice or the taking of such action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or purchase, and no interest on such payment shall accrue for the period after such date.

Section 13.14 Dated for Convenience. The dating of this Indenture as of March 1, 2021 is intended as and for the convenient identification of this Indenture and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed on the dates of the respective acknowledgments hereto attached.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority has caused this Indenture to be executed by its Executive Director and attested by its Assistant Secretary and the Trustee has caused this Indenture to be executed on its behalf by its duly authorized agent, all as of the day and year above written.

LOUISIANA LOCAL GOVERNMENT  
ENVIRONMENTAL FACILITIES AND  
COMMUNITY DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Ty E. Carlos, Executive Director

ATTEST:

By: \_\_\_\_\_  
Amy K. Cedotal, Assistant Secretary

REGIONS BANK, as Trustee

By: \_\_\_\_\_  
Gregory A. Pulley II, Assistant Vice President

EXHIBIT A

FORM OF BOND

THIS BOND IS TRANSFERABLE ONLY TO (I) AN INVESTMENT COMPANY REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940; (II) A BANK, AS DEFINED IN SECTION 3(A)(2) OF THE 1933 ACT, WHETHER ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY; (III) AN INSURANCE COMPANY, AS DEFINED IN SECTION 2(13) OF THE 1933 ACT; (IV) A "QUALIFIED INSTITUTIONAL BUYER", AS DEFINED IN RULE 144A OF THE GENERAL RULE AND REGULATIONS OF THE 1933 ACT; OR (V) A SECURITIZATION SPECIAL PURPOSE VEHICLE ("SPV"), THE INTEREST IN WHICH SPV ARE SOLD TO THE INSTITUTIONAL INVESTOR DESCRIBED ABOVE AS REQUIRED BY THE TRUST INDENTURE.

No. RA-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF LOUISIANA

Louisiana Local Government Environmental Facilities  
and Community Development Authority  
Revenue Bonds  
(Calcasieu Parish School Recovery Project)  
Series 2021A

Interest Rate

1.95%

Dated Date

March 25, 2021

Maturity Date

April 1, 20\_\_

Registered Owner:      REGIONS CAPITAL ADVANTAGE, INC.

Maximum Principal Amount:      \_\_\_\_\_ MILLION AND 00/100 DOLLARS

The Louisiana Local Government Environmental Facilities and Community Development Authority (the "*Authority*"), a political subdivision organized and existing under and by virtue of the constitution and the laws of the State of Louisiana (the "*State*"), for value received, hereby promises to pay (but only out of the Trust Estate, as defined in the hereinafter described Indenture, and therefrom only to the extent provided for in the Indenture) to the above stated Registered Owner or registered assigns, upon surrender hereof at the office of Regions Bank in the City of Baton Rouge, Louisiana, as the trustee (the "*Trustee*") on the above stated Maturity Date, the above-stated Principal Amount (subject to the principal amount actually drawn), and subject to principal payment reductions pursuant to the conditions of the Indenture and subject to the rights of prior redemption as provided hereinafter and to pay interest on said Principal Amount from the above-stated Dated Date or from the most recent Interest Payment Date (as hereinafter defined) on which interest has been paid or duly provided for, until payment of said



Principal Amount has been made or duly provided for at the above stated Interest Rate (using a year of 360 days comprised of twelve 30-day months).

In the event of a Determination of Taxability, or an amendment to the Code requiring interest on the Bonds to be included in the gross income of the Lender for federal tax purposes, the interest rate on the Bonds shall be adjusted at the written direction of the Lender to provide an after-tax yield on the then outstanding principal amount of the Bonds at least equal to the after-tax yield the Lender would have received if a Determination of Taxability or the amendment to the Code described herein had not occurred. In such event, the Issuer shall execute and deliver a substitute Bond to the Lender, which shall be duly authenticated by the Paying Agent. If the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) a fee in an amount rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "Excess Fee") shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Issuer shall pay to the Lender (but solely from the funds received by the Issuer pursuant to the Agreement and available for such purpose), with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the deferred Excess Fee as will cause the rate of interest then paid to the Lender to equal the Maximum Rate, which payments of deferred Excess Fee shall continue to apply to such unpaid amounts hereunder until all deferred Excess Fee is fully paid to the Lender, together with interest thereon at the Federal Funds Rate. The Excess Fee shall not be deemed to be an increase in the interest rate on the Bonds.

The principal of and interest on this Bond are payable in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

In the event there is an event of default pursuant to Section 8.1 of the Indenture, the Bonds will bear interest at the rate of 4.95 per centum per annum (to be calculated using a year of 360 days comprised of twelve 30 day months) ("the Default Rate"). The Bonds shall bear interest at the Default Rate until such time as the default is cured.

Interest on this Bond is due and payable on each April 1 and October 1 (each an "*Interest Payment Date*") commencing October 1, 2021 and shall be paid by check or draft mailed by the Trustee on each Interest Payment Date to the person in whose name this Bond is registered, at the address as it appears on the Bond Register maintained by the Trustee at the close of business on the 15<sup>th</sup> day next preceding such interest payment date, or if such day shall not be a Business Day, the next preceding Business Day (the "*Record Date*") irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Authority shall default in payment of interest due on such interest payment date, provided that an owner of \$1,000,000 or more in aggregate principal amount of Bonds may request payment by wire transfer if such owner has requested such payment in writing to the Trustee, which request shall be made no later than the Record Date and shall include all relevant bank account information and shall otherwise be acceptable to the Trustee. Such notice shall be irrevocable until a new notice is delivered not later than a Record Date. In the event of a default, such defaulted interest shall be payable on a payment date established by the Trustee to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered owner of this Bond not fewer than fifteen (15) days preceding such special record date.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by a duly authorized representative of the Trustee.

This Bond is one of the duly authorized issue of the Authority's Revenue Bonds (Calcasieu Parish School Recovery Project) Series 2021A (the "*Bonds*"), being issued under and secured by the Indenture (hereinafter defined) pursuant to which the Authority is issuing \$40,000,000 in aggregate principal amount of said revenue bonds on behalf of the Calcasieu Parish School Board (the "*Board*"), a political subdivision of the State, for the purpose of: (i) financing the costs of damage demolition, repair, reconstruction, renovation, restoration and improvement of its facilities, including all furnishings, fixtures and facilities incidental or necessary in connection therewith, and (ii) paying the costs of issuance of the Bonds (the "*Project*"). The proceeds of the Bonds have been loaned to the Board pursuant to a Loan And Assignment Agreement dated as of March 1, 2021 by and between the Authority and the Board (together with all amendments and supplements thereto, the "*Loan Agreement*"), for the foregoing purposes.

The Bonds are issued pursuant to the laws of the State, particularly Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 4548.16, inclusive ) (the "*Act*"), and pursuant to a Trust Indenture dated as of March 1, 2021, between the Authority and the Trustee (together with all amendments and supplements thereto, the "*Indenture*"), a fully executed counterpart of which is on file in the office of the Trustee, and to which Indenture reference is hereby made for a more complete description of the assigned revenues constituting the Trust Estate, the nature and extent of the security, the terms and conditions under which the Bonds are issued and secured, the rights, duties and immunities of the Trustee and the rights of the registered owners of the Bonds. The registered owner of this Bond shall have no rights to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture, and by acceptance of this Bond, the owner hereof assents to all of the provisions of the Indenture and the Loan Agreement. All capitalized terms not defined herein shall have the meanings assigned to them in the Indenture.

The Bonds are limited and special revenue obligations of the Authority and are payable solely from (a) payments received by the Authority from the Board pursuant to the Loan Agreement (except however, the Authority's rights to exculpation, indemnification and payment of expenses by the Board under the Loan Agreement) and (b) all funds held by the Trustee under the Indenture and available for such payment, said payments and funds being herein referred to as the "*Trust Estate*." The Loan Agreement, a fully executed counterpart of which is on file in the office of the Trustee, provides that the Board is unconditionally obligated to make payments, but solely from the Payments (as defined in the Loan Agreement) in an aggregate amount sufficient for the payment in full of the principal and interest of all Bonds issued and outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Authority and the Trustee. The Loan Agreement imposes upon the Board certain obligations respecting the use and operation of the Project and the maintenance and repair of said Project.

THE BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE AUTHORITY AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OTHER THAN THE BOARD, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OTHER POLITICAL



SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS. THE BONDS ARE NOT A GENERAL OBLIGATION OF THE AUTHORITY BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING, WITHOUT LIMITATION, THE INCOME, REVENUES AND RECEIPTS DERIVED OR TO BE DERIVED FROM PAYMENTS MADE PURSUANT TO THE AGREEMENT AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THIS INDENTURE. THE AUTHORITY HAS NO POWER TO TAX.

As long as any of the Bonds remain outstanding, there shall be permitted the exchange of Bonds at the office of the Trustee. Any Bond or Bonds upon surrender thereof at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his legal representative duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of other Bonds in Authorized Denominations.

For every such exchange or transfer of Bonds, the Authority or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Trustee shall not be required to register the transfer or exchange of (a) any Bonds during the fifteen (15) day period next preceding the selection of Bonds to be redeemed and thereafter until the date of the mailing of a notice of redemption of Bonds selected for redemption, or (b) any Bonds selected, called or being called for redemption in whole or in part, except in the case of any Bond to be redeemed in part, the portion thereof not so to be redeemed.

## REDEMPTION PROVISIONS

### *Mandatory Redemption.*

The Bonds maturing on April 1, 2031 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>(April 1)</u>	<u>Principal Amount</u>
2022	\$3,650,000
2023	3,735,000
2024	3,805,000
2025	3,880,000
2026	3,955,000
2027	4,035,000
2028	4,110,000
2029	4,195,000
2030	4,275,000
2031*	4,360,000

\*Final Maturity.

*Optional Redemption.*

The Bonds are subject to redemption prior to maturity at the option of the Board, on or after April 1, 2026, upon written direction to the Authority, as a whole or in part at any time, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

At least fifteen (15) days before the optional redemption date of any Bonds, the Authority, or the Board on behalf of the Authority, shall give the Trustee notice of any optional redemption specifying the redemption date and the principal amount to be redeemed. At least ten (10) days before the optional redemption date of the Bonds, the Trustee shall cause a notice of any such redemption to be mailed, postage prepaid, to all Bondholders of record owning Bonds to be redeemed in whole or in part, at their addresses as they appear on the Bond Register, but any defect in such mailing of any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption and the redemption price to be paid. Notwithstanding the foregoing, no Bonds shall be redeemed unless there shall have first been deposited with the Trustee funds sufficient to effect said redemption.

Unless otherwise specified above, if fewer than all of the Bonds shall be called for redemption, the maturity of the Bonds to be redeemed shall be designated by the Board; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of an Authorized Denomination. If a portion of any Bond shall be called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon the surrender thereof.

Modifications or alterations of the Indenture or any agreement supplemental thereto or of the Loan Agreement or any agreement supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture and the Loan Agreement. So long as no event of nonperformance under the Loan Agreement has occurred and is continuing, no such supplement shall become effective unless the Board shall have given its prior written approval.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed, precedent to and in the execution and delivery of the Indenture and the issuance of this Bond, do exist, have happened and have been performed in regular and due form as required by law.



IN WITNESS WHEREOF, the Louisiana Local Government Environmental Facilities and Community Development Authority has caused this Bond to be executed with the manual or facsimile signature of its Executive Director, and its corporate seal or a facsimile thereof to be hereto affixed or printed, and attested by the manual or facsimile signature of its Assistant Secretary on March 25, 2021.

LOUISIANA LOCAL GOVERNMENT  
ENVIRONMENTAL FACILITIES AND  
COMMUNITY DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Executive Director

ATTEST:

SEAL

By: \_\_\_\_\_  
Assistant Secretary

#### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

Date of Authentication: \_\_\_\_\_ REGIONS BANK, as Trustee

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

## ASSIGNMENT

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please print or typewrite Name and Address, including Zip Code, and Federal Taxpayer Identification or Social Security Number of Assignee)

\_\_\_\_\_  
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by: \_\_\_\_\_

**NOTICE:** Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program.

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

**TRANSFER FEE MAY BE REQUIRED**



## LEGAL OPINION CERTIFICATE

I, the undersigned Executive Director of the Louisiana Local Government Environmental Facilities and Community Development Authority, do hereby certify that attached hereto is a true copy of the complete legal opinion of Joseph A. Delafield, A Professional Corporation, Lake Charles, Louisiana, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and was delivered to the original Lender thereof. I further certify that an executed copy of the above-referenced legal opinion is on file in my office and that an executed copy thereof has been furnished to the Paying Agent/Trustee for these Bonds.

By:

\_\_\_\_\_  
Executive Director

EXHIBIT B

FORM OF REQUISITION FROM  
PROJECT FUND

Not to exceed  
\$40,000,000

Louisiana Local Government Environmental Facilities  
And Community Development Authority  
Revenue Bonds  
(Calcasieu Parish School Recovery Project)  
Series 2021A

Regions Bank,  
as trustee  
400 Convention Street, Suite 900  
Baton Rouge, Louisiana 70802  
Attn: Corporate Trust

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount Requested: \$40,000,000 \_\_\_\_\_

Total Disbursements to Date: \$75,000,000 \_\_\_\_\_

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in the attached invoice, purchase order or the like, attached hereto together with the name and address of the person, firm or corporation to whom payment is due.

2. The Authorized Board Representative hereby certifies that:

(a) each expenditure identified in the documents attached has been properly incurred, is a proper charge against the Project Fund and has not been the basis of any previous disbursement;

(b) all of the disbursements requested hereby have been or will be used to pay for materials used in the Project or for services performed in connection therewith; and

(c) Capitalized terms herein shall have the meanings assigned to them in the Loan and Assignment Agreement dated as of March 1, 2021 by and between the Louisiana Local Government Environmental Facilities and Community Development Authority and the Calcasieu Parish School Board.

This 25<sup>th</sup> day of March, 2021.

CALCASIEU PARISH SCHOOL BOARD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Board Representative

EXHIBIT C

**FORM OF LENDER LETTER**

March 25, 2021

Louisiana Local Government Environmental  
Facilities and Community Development  
Authority  
Baton Rouge, Louisiana

Joseph A. Delafield, APC  
Lake Charles, Louisiana

Stifel, Nicolaus & Company, Incorporated  
Baton Rouge, Louisiana

Re: \$40,000,000 Louisiana Local Government Environmental Facilities and Community  
Development Authority Revenue Bonds (Calcasieu Parish School Recovery Project),  
Series 2021A

Ladies and Gentlemen:

The undersigned (the "*Lender*") hereby acknowledges that it is purchasing \$40,000,000 in aggregate principal amount of the above-captioned bonds (the "*Bonds*") issued in authorized denominations \$100,000 or more pursuant to that certain Trust Indenture dated as of March 1, 2021 between the Louisiana Local Government Environmental Facilities and Community Development Authority (the "*Issuer*") and Regions Bank, as trustee (the "*Indenture*"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture and the Placement Materials, each as defined herein.

This letter is being provided pursuant to a Placement Agent Agreement, dated March 25, 2021 (the "*Placement Agreement*"), between the Issuer and Stifel, Nicolaus & Company, Incorporated (the "*Placement Agent*").

The Investor acknowledges that the proceeds of the Bonds will loaned to the Calcasieu Parish School Board (the "*Board*"), the governing authority of the public school system in and for Calcasieu Parish, Louisiana, to be used by the Board for the purpose of financing the costs of damage demolition, repair, reconstruction, renovation, restoration and improvement of its facilities, including all furnishings, fixtures and facilities incidental or necessary in connection therewith (the "*Project*") and paying the costs of issuance of the Bonds.

The Bonds together with interest thereon shall be payable from all Lawfully Available Funds of the Board (as defined in the Indenture).

In connection with the sale of the Bonds to the Lender, the Lender hereby makes the following representations upon which you may rely:

1. The Lender has the authority and is duly authorized to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the



Lender in connection with its purchase of the Bonds. The Lender (a) is a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; and (b) has the present intent to hold the Bonds to maturity or earlier redemption or mandatory tender.

2. The Lender is (a) a "qualified institutional buyer" as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the "*Securities Act*"), or (b) an "accredited investor" as that term is defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act.
3. The Lender is not purchasing the Bonds for more than one account or with a view to distributing the Bonds.
4. The Lender understands that the Bonds are not, and are not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency, and (d) will be delivered in a form that may not be readily marketable.
5. The Lender acknowledges that it has either been supplied with or been given access to information, including financials, budgets, estimated debt service requirements, Borrower demographic information, the Indenture, and other legal documents, which it has requested from the Borrower and to which a reasonable investor would attach significance in making investment decisions, and the Lender has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the Issuer, the Borrower and the Bonds and the security therefor so that, as a reasonable lender, the Lender has been able to make a decision to purchase the Bonds. The Lender has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its prospective investment in the Bonds.
6. The Lender acknowledges that the obligations of the Issuer under the Indenture are limited to the Trust Estate (as defined in the Indenture).
7. The Lender has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds. The Lender is aware that there are certain economic and regulatory variables and risks that could adversely affect the security for the Bonds. The Lender has reviewed the documents executed in conjunction with the issuance of Bonds, or summaries thereof, including, without limitation, the Indenture.
8. The Lender acknowledges and agrees that the Placement Agent and the Issuer take no responsibility for, and make no representation to the Lender, or any subsequent purchaser, with regard to, a sale, transfer or other disposition of the Bonds in violation of the provisions of the Indenture, or any securities law or income tax law consequences thereof. The Lender also acknowledges that, with respect to the Issuer's obligations and liabilities, the Lender is solely responsible for compliance with the sales restrictions on the Bonds in connection with any subsequent transfer of the Bonds made by the Lender.

9. The Lender agrees that it is bound by and will abide by the provisions of the Indenture relating to transfer, the restrictions noted on the face of the Bonds and this Lender Letter. The Lender also covenants to comply with all applicable federal and state securities laws, rules and regulations in connection with any resale or transfer of the Bonds by the Lender.
10. The Lender acknowledges that the sale of the Bonds to the Lender is made in reliance upon the certifications, representations, and warranties herein made to the addressees hereto.
11. The interpretation of the provisions hereof shall be governed and construed in accordance with Louisiana law without regard to principles of conflicts of laws.
12. All representations of the Lender contained in this letter shall survive the execution and delivery of the Bonds to the Lender as representations of fact existing as of the date of execution and delivery of this Lender Letter.

Date: March 25, 2021

Very truly yours,

REGIONS CAPITAL ADVANTAGE, INC.,  
as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## TITLE IX AND SEXUAL HARASSMENT

Title IX of the Education Amendments of 1972, as amended, and associated regulations, among other laws, prohibit discrimination on the basis of sex in any education program or activity which receives federal financial assistance. These laws and rules forbid exclusion of a person on the basis of sex from participation in and denial of benefits of such programs, activities, and employment.

Any person may report discrimination based on sex, including sexual harassment, in person, by mail, by telephone, or by electronic mail to the School Board's Title IX Coordinator at any time, including during non-business hours. Any School Board employee who has actual knowledge of sexual harassment must report the conduct to the Title IX Coordinator. The Calcasieu Parish School Board's Title IX Coordinator's name and contact information is provided to applicants for admission and employment, students, parents or legal guardians, school students, employees, in the *Code of Student Conduct*, and on the School Board's website. Reports of and inquiries regarding unlawful sex discrimination may also be made to the Assistant Secretary for Civil Rights of the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20202-1100, Email: ocr@ed.gov, 1-800-421-3481. The School Board's Title IX Coordinator is authorized to coordinate the School Board's Title IX obligations.

### DEFINITIONS

*Sexual harassment* means conduct on the basis of sex, additionally described in policy GAEAA, *Sexual Harassment* which satisfies one or more of the following:

- 1) An employee of the School Board conditioning the provision of aid, benefit, or service of the School Board on an individual's participation in unwelcome sexual conduct; or
- 2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to, participation in, or the benefits of the School Board's education program or activity; or
- 3) "*Sexual assault*" as defined in 20 U.S.C. §1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation, which includes forcible rape, forcible sodomy, sexual assault with an object, forcible fondling, incest, and statutory rape;
- 4) "*Dating violence*" as defined in 34 U.S.C. §12291(a)(10), which means violence committed by a person

(A) who is or has been in a social relationship of a romantic or intimate nature



with the victim; and

(B) where the existence of such a relationship is determined to be based on a consideration of the following factors:

- (i) The length of the relationship;
- (ii) The type of relationship; and
- (iii) The frequency of interaction between the persons involved in the relationship.

5) "*Domestic violence*" as defined in 34 U.S.C. §12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

6) "*Stalking*" as defined in 34 U.S.C. §12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to--

- (A) fear for his or her safety or the safety of others; or
- (B) suffer substantial emotional distress.

*Actual knowledge* means notice of sexual harassment or allegations of sexual harassment to the School Board's Title IX Coordinator or any official who has authority to institute corrective measures on behalf of the School Board, or to any Calcasieu Parish School Board employee.

*Decision-Maker* is someone other than the Title IX Coordinator who has been designated by the Superintendent to issue written determinations of responsibility for formal complaints of sexual harassment.

*Notice* results from any School Board employee witnessing sexual harassment; hearing about sexual harassment; receiving a written or verbal report about sexual harassment; receiving information from any source which may cause a reasonable person to believe sexual harassment may have occurred.

*Elements* of sexual harassment include unwelcome sexual advances, requests for sexual favors, verbal or physical sexual conduct or contact, derogatory comments, jokes, slurs, remarks, gestures, posters, cards, drawings and other writings of a sexual nature, unwelcome spreading of sexual rumors, displaying sexually suggestive objects in the work or educational environment.

*Formal complaint* means a document filed with the Title IX Coordinator by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School Board investigate the allegation of sexual harassment.

*Complainant* means an individual who is alleged to be the victim of conduct which could constitute sexual harassment.

*Respondent* means an individual who has been reported to be the perpetrator of conduct which could constitute sexual harassment.

#### STUDENT-TO-STUDENT SEXUAL HARASSMENT

The Calcasieu Parish School Board recognizes that peer sexual harassment is a form of prohibited discrimination and can contribute to an unacceptable educational environment. Sexual harassment of a student by another student is prohibited.

Each school shall educate its student population and staff concerning the School Board's intolerance of peer sexual harassment and shall require students and staff to report any such behavior. Information regarding the School Board's policy shall be disseminated to the student population in student handbooks, newsletters, or by other methods.

#### GENERAL RESPONSES TO SEXUAL HARASSMENT

The provisions of this subsection apply to sexual harassment of students, applicants for admission or employment, and employees. The Calcasieu Parish School Board must respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge of sexual harassment in its education programs or activities. Deliberate indifference occurs when a response to sexual harassment is clearly unreasonable in light of the known circumstances.

"Education program or activity" includes locations, events, or circumstances over which the School Board has exercised substantial control over both the person who has allegedly committed an act or acts of sexual harassment and the context in which the sexual harassment has allegedly occurred.

Nothing in the School Board's policies preclude the School Board from removing a respondent from the School Board's education program or activity on an emergency basis, provided that an individualized safety and risk analysis determines an immediate threat to the physical health or safety of a complainant, student, or other individual arising from the allegations of sexual harassment justifies immediate removal. Neither shall School Board policies preclude the School Board from placing a non-student employee respondent on administrative leave during the pendency of the grievance process outlined in procedure *JCED-AP, Title IX and Sexual Harassment Administrative Procedure*. In both such instances the respondent shall be provided with notice and an opportunity to challenge the decision contemporaneously with or immediately following the removal.



### RETALIATION PROHIBITED

The School Board prohibits retaliation against anyone who makes a complaint or report of, or who participates in an investigation of alleged sexual harassment.

Retaliation is considered an act of sexual harassment itself; therefore, reports and complaints of such retaliation are handled in the same manner as those of sexual harassment. All references to "sexual harassment" in this policy and the related procedures shall also include retaliation. No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or meeting under this procedure. Intimidation, threats, coercion, or discrimination constitute retaliation.

### COMPLAINTS UNDER TITLE IX OTHER THAN THOSE REGARDING SEXUAL HARASSMENT

Employees, students, and applicants for admission or employment, may submit complaints of violation of Title IX, other than sexual harassment complaints, to the School Board's Title IX Coordinator. Investigation procedures regarding such complaints are set forth in Calcasieu Parish School Board policy *GAMC, Investigations*.

Revised:

Ref: PL 88-352 (42 USC 2000e *et seq.*); 29 CFR §1604.11; La. R.S. 17:81; Board minutes, 8-4-98.



**CALCASIEU PARISH SCHOOL BOARD  
ADMINISTRATIVE PROCEDURES**

**SUBJECT: TITLE IX AND SEXUAL HARASSMENT**

**TITLE IX COORDINATOR**

Any person may report sex discrimination, including sexual harassment, in person, by mail, by telephone, by electronic mail, or by any other means that results in the Title IX Coordinator receiving such a report. The Title IX Coordinator's contact information is as follows:

Title IX Coordinator  
600 S. Shattuck, Street  
Lake Charles, Louisiana 70601  
Telephone: (337) 217-4150, ext. 1502  
Fax: (337) 217-4151/52  
Email: [jeanice.biondini@cpsb.org](mailto:jeanice.biondini@cpsb.org)

Any Calcasieu Parish School Board employee who has notice of sexual harassment or allegations of sexual harassment shall immediately provide the Title IX Coordinator with information regarding such notice.

**SEXUAL HARASSMENT**

**A. General Response to Actual Knowledge of Sexual Harassment**

The School Board will respond promptly to actual knowledge of sexual harassment or to allegations of sexual harassment, in a manner which is not clearly unreasonable in light of known circumstances. The School Board will treat complainants and respondents equitably by offering supportive measures to a complainant and by following the grievance process before imposition of disciplinary sanctions, or other actions which are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, explain to the complainant the process for filing a formal complaint, and will consider the complaint's wishes with respect to supportive measures.

**B. Supportive Measures**

The Calcasieu Parish School shall offer supportive measures as appropriate before or after the filing of a formal complaint of sexual harassment, or where no formal complaint has been filed. Supportive measures are designed to restore or preserve equal access to the School Board's education program or activity without

unreasonably burdening the other party, including measures designed to protect the safety of all parties and/or the School Board's educational environment, and/or to deter sexual harassment. Supportive measures may include behavioral, academic, and social emotional interventions, counseling, extensions of deadlines or other course related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or education locations, leaves of absences, increased security, monitoring of certain areas of the campus, and other similar measures.

#### FILING A FORMAL TITLE IX COMPLAINT

- A. A formal "written" complaint alleging sexual harassment which requests that the School Board investigate the allegation may be filed with the Title IX Coordinator in person, by mail, or by electronic mail directed to the Title IX Coordinator. Students may also submit formal written complaints of discrimination on the basis of sex or sexual harassment by hand delivery to the principal, assistant principal, or other similar administrator of the school to which the student is primarily assigned. Employees may file complaints of Title IX violations with the Title IX Coordinator in person, by mail, or by electronic mail. Although a formal complaint may be submitted electronically, all complaints, whether in paper form or otherwise, must contain the complainant's contact information, identity of respondent and contact information (if known), the facts (conduct) on which the complaint is based, date and location of said conduct, names of witnesses to the conduct, and a physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint. The Title IX Coordinator may sign a formal written complaint which alleges sexual harassment.
- B. Complaints of violation of Title IX, other than allegations of sexual harassment, shall be investigated in accordance with the procedures set forth in policy GAMC.
- C. Grievance Procedure for Formal Complaints of Sexual Harassment

The grievance process must be followed before imposition of disciplinary sanctions or other actions against the respondent that are not supportive measures.

Complainants and Respondents are to be equitably treated. Evidence is to be objectively evaluated, and credibility determinations may not be based on a person's status as a complainant, respondent, or witness. It shall be presumed that a respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The preponderance of the evidence standard is applicable in the grievance process in formal complaints of sexual harassment.



No person who has a conflict of interest or bias for or against respondents, individually and collectively, shall serve as Title IX Coordinator, investigator, decision maker, facilitator of informal resolution process, or appeal hearing officer.

1) Time Frames and Notices

- a) Within five (5) school days of receipt by the Title IX Coordinator of a formal complaint, written notice shall be provided to the parties of the following:
  - i) Calcasieu Parish School Board's grievance process for formal complaints of sexual harassment;
  - ii) The allegations of sexual harassment, including the identities of the parties, the alleged conduct, with date(s) and locations(s);
  - iii) That the respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;
  - iv) The right of the parties to have an advisor who may be, but is not required to be, an attorney, and to inspect and review evidence;
  - v) The consequences of submitting information/statements which are known to be false;
  - vi) That the parties shall provide to the Title IX Coordinator all relevant evidence and statements of witnesses which the parties desire that the Title IX Coordinator review within five (5) school days of notice;
  - vii) The Title IX Coordinator may choose to interview witnesses and other individuals identified during these proceedings; and
  - viii) The range of possible disciplinary action (Student Code of Conduct) if a determination of responsibility is made.
- b) All evidence obtained by or submitted to the Title IX Coordinator shall be promptly sent to the parties. The parties shall have ten (10) calendar days to submit written responses to the evidence provided to them by the Title IX Coordinator;
- c) The initial investigation of the formal complaint of sexual harassment must be completed by the Title IX Coordinator or his/her designee within twenty (20) school days of his/her receipt of the formal complaint. It is the responsibility of the Calcasieu Parish School Board to gather evidence sufficient to reach a determination, and it is the School Board's burden of



proof. Production, consideration, access, disclosure, or use of a party's physical or mental health treatment records without that party's written consent is prohibited;

- d) At least ten (10) calendar days prior to the time of determination of responsibility the investigative report must be sent to the parties for their review. The parties may submit written responses to the investigative report within three (3) calendar days from receipt;
- e) Each party may within three (3) calendar days from receipt of the investigative report submit written questions to be asked of a party or witness. Answers received by the School Board will be promptly provided to each party who shall have two (2) calendar days to submit additional limited follow-up questions. The written question procedure shall constitute "cross examination" of the parties; and
- f) Time limits may be extended for good cause. Written notice of the delay and reasons for the action shall be given to the parties.

## 2) Determination Regarding Responsibility

All evidence is to be objectively evaluated. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness. The decision-maker shall issue a written determination regarding responsibility, within twenty-five (25) days from the date of the investigation report, which shall include:

- a) Identification of the allegations potentially constituting sexual harassment;
- b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- c) Findings of fact supporting the determination;
- d) Conclusions regarding the application of the recipient's code of conduct to the facts;
- e) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision maker recommends be imposed on the respondent, and whether remedies designed to restore or preserve equal access to the School Board's education program or activity will be provided by the School Board to the complainant; and

- f) The School Board's procedures and permissible bases for the complaint and respondent to appeal.

### 3) Appeals

Appeals when a student is the respondent may be taken to the Calcasieu Parish School Board Chief Academic Officer, and to the Superintendent when an employee is the respondent, by written request delivered no more than five (5) calendar days from receipt of the determination, and only on one or more of the following bases:

- a) Procedural irregularity that affected the outcome of the matter;
- b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- c) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The written request for an appeal must contain a written statement of the bases of the appeal, the errors committed, and must explain in detail the position of the person taking the appeal. The other party will be allowed to respond to the appeal within five (5) calendar days of the receipt of notice of the appeal. The Chief Academic Officer or the Superintendent shall issue a written decision within fifteen (15) days of receipt of notice of appeal.

### D. Records

The School Board must maintain for seven (7) years records of actions taken in response to a report or formal complaint of sexual harassment which must include documentation of the bases which support a conclusion that its response was not deliberately indifferent, and the measures taken to restore or preserve equal access to its education program or activity. Reasons why the complainant was not provided with supportive measures must be documented, and must demonstrate why such a response was not deliberately indifferent.

### E. Dismissal of a Formal Complaint

- 1) The Title IX Coordinator must review the allegations made in a formal complaint. If the conduct alleged in the formal complaint would not constitute "sexual harassment" even if proved; did not occur in the School Board's education program or activity; or did not occur against a person in the United States, then the Title IX



Coordinator must dismiss the formal complaint. Such a dismissal does not preclude action under another provision of the School Board's code of conduct.

- 2) The Title IX Coordinator may dismiss the formal complaint or any allegations therein, if at any time during the investigation a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School Board; or specific circumstances prevent the Title IX Coordinator from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 3) Upon a dismissal required or permitted pursuant to paragraphs 1 or 2 of this section, the Title IX Coordinator must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

F. Training

School Board employees who are charge with responsibility for compliance with Title IX requirements are to receive training as provided in 34 C.F.R. §106.54(b)(1)(iii). Training materials must not rely on sex stereotypes and must promote impartial investigations and adjudications. Materials used in training must be made publicly available on the School Board's website.



## COMPLAINTS AND GRIEVANCES

Any employee of the School Board shall have the right to appeal the application of policies and administrative decisions affecting him/her. The employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to a personal grievance.

All grievances shall be handled expeditiously, and according to the procedures adopted by the School Board, as follow:

1. Definitions:

- A. A grievance is a claim by an employee or group thereof that he has suffered harm or injury by the interpretation, application or violation of a contract, a school board policy, a law or constitutionally guaranteed rights. The term "grievance" does not include matters for which the method of review is otherwise prescribed by law or School Board policy, or where the school board is without authority to act. For example, this policy on Complaints and Grievances shall not apply to complaints of violation of federal or state laws which prohibit sexual harassment, discrimination on the basis of sex, or employment discrimination.
- B. Employees covered by this procedure shall mean permanent employees of the School Board.
- C. Immediate Supervisor is that employee possessing administrative authority to direct the activities of the grievant.

2. Procedure:

Grievances shall be processed as rapidly as possible. The number of days indicated at each level is a maximum, and every effort shall be made to expedite processing the grievance.

Step 1. After informally and thoroughly discussing any grievance with his/her immediate supervisor, upon reaching no satisfactory resolution of the grievance, an employee shall promptly present the grievance in writing to the immediate supervisor. Such notice shall be presented no later than five (5) working days from the date of discussion with the immediate supervisor. The written grievance submitted shall state the nature of the grievance and the harm or injury caused that initiated the grievance. The employee and the immediate supervisor shall attempt to resolve the grievance. The immediate supervisor shall make a proper disposition of the grievance and shall reply to the employee within five (5) working days following the date of submission. If the grievance is not submitted within the

time prescribed, the employee shall be deemed not to have further right with respect to said grievance.

Step 2. In the event the employee wishes to appeal the decision in Step 1 or if no decision has been rendered in the time specified, the appeal must be presented in writing to the next administrative officer of higher rank than the grievant's immediate supervisor. Such appeal shall be presented within five (5) working days of the Step 1 decision. Such appeal shall contain a statement of the grievance and specific references to the action taken causing the grievance. The administrative officer shall schedule a meeting with the employee as promptly as is reasonably possible to attempt to resolve the grievance. Notice of the conference shall be given to all parties involved in an alleged grievance. The administrative officer shall issue a written decision to the grievant within five (5) working days after the conference. Unless the grievance shall be so appealed, it shall be deemed to have been settled and the grievant shall have no further right with respect to said grievance.

Step 3. In the event the grievant wishes to appeal the decision at Step 2, the appeal must be presented to the Superintendent in writing within five (5) working days of the receipt of the Step 2 decision. A copy of the Step 3 appeal, together with Step 1 and Step 2 decisions shall be submitted to the Superintendent. Upon receipt of such a written appeal, the Superintendent or his designee shall schedule a hearing at a specific date and time and send proper notice of the scheduled hearing to the grievant. The Superintendent or designee, at the date and time specified, shall conduct a full hearing on the grievance, and in doing so, maintain a transcript of the proceedings. Following the hearing the Superintendent or designee shall make a written recommendation for disposition of the grievance and provide a copy of the transcript to the School Board at a meeting of the School Board.

Step 4. After reviewing the transcript of the grievance hearing and the recommendation of the Superintendent or designee, the Board then shall dispose of the grievance.

### 3. Miscellaneous

- A. Meetings - All meetings concerning grievances will take place at reasonable hours. Employees absent from their assigned duties because of such meetings must have the approval of the administration. If a grievance hearing is scheduled during the regular working day, all participants in the investigation and processing of the grievance, including the aggrieved, and witnesses, shall be released from regular duties and shall suffer no loss of pay or other benefits. Reasonable notice of scheduled hearings shall be given to all participants.



- B. Records of Meetings - All documents, communications, and records dealing with a grievance shall be filed in the official personnel files of the parties. All matters pertaining to a grievance shall be treated as confidential personnel material. Copies of all written decisions of grievances shall be sent to all parties involved.
- C. Time Limits - The number of days indicated at each level shall be a maximum. Time limits specified may be extended in any specific instance by mutual agreement of both parties.
- D. Withdrawal - A grievance may be withdrawn at any step and cannot be reopened.
- E. Reprisals - No reprisals of any kind shall be taken by or against any employee in the grievance procedure by reason of such participation. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.
- F. Appeals of grievance decisions will be limited to the specific issues raised in the original grievance. The parties in interest will not be allowed to expand the issues during the grievance procedure, except to the extent necessary to respond to administrative decisions made along the way.
- G. Failure by the aggrieved person to meet the timelines and requirements of this procedure shall result in dismissal of his grievance. Failure by respondent to meet timelines and requirements of this procedure shall allow the aggrieved person, at his option, to proceed to the next level of appeal.
- H. If the aggrieved person voluntarily or involuntarily leaves the employment of the Board during the course, at any level, of a complaint or grievance, then such aggrieved person loses the right to continue the complaint process.
- I. Termination or disciplinary action against an employee may not form the basis of a complaint or grievance by that employee.

#### 4. Representation

The person bringing forth the grievance shall have the right to present their own grievance. Grievants have the right to have representation at Steps 2, and 3.

If a person chooses to have representation when presenting their grievance, said person shall provide advance notice of such in writing to the immediate supervisor



at the respective procedural level at least two (2) days prior to the meeting on the grievance.

Revised: December, 1995

Revised:

Ref: La. Rev. Stat. Ann. §17:100.4; Pickering v. Board of Education, 88 S. Ct. 1731 (1968).

## INVESTIGATIONS

### GENERAL INVESTIGATIONS

Concerns about serious situations or conditions within the school system are to be reported to the Superintendent or his/her designee. The Superintendent's designees to whom complaints of unlawful discrimination, other than complaints of violation of Title IX, are the Chief Operating Officer and the Chief Academic Officer. Complaints regarding violation of Title IX of the Education Amendments of 1972 are to be reported to the School Board's Title IX Coordinator per policies *JCED, Title IX and Sexual Harassment*, and *JCED-AP, Title IX and Sexual Harassment Administrative Procedures*. Should the Superintendent determine that the situation/condition warrants investigation, or should investigation be required by law or School Board Policy, the Superintendent shall have the matter investigated by appointing appropriate staff personnel (one or more persons) to make the necessary inquiries. At the conclusion of the investigation, a report shall be prepared for submission to the Superintendent.

No School Board member shall participate in any manner in an investigation.

In a required investigation, and in any investigation into incidents involving accidents or injuries to students or employees, or involving student misconduct, or the competence, honesty or performance of duties of employees, all employees of the Calcasieu Parish School Board shall, upon reasonable request by the Superintendent or his/her designee, give a statement of the facts and circumstances within the employee's knowledge, or an accounting of the employee's conduct concerning the circumstances which are the subject of the investigation or are related to the matter being investigated.

If deemed appropriate by the Superintendent or his/her designee in the conduct of such investigation, employees shall, upon reasonable notification, appear at the offices of the Superintendent or at such other suitable location within the parish as might be appropriate and convenient in the investigation.

During any such employee interview, the employee may have legal representation if desired by the employee, but said representation shall be at no cost to the Calcasieu Parish School Board.

### PUBLIC ANNOUNCEMENT OF EMPLOYEE DISCIPLINE

The Calcasieu Parish School Board, in accordance with state law, shall provide for an investigation of an employee, in cases where the School Board has made a public announcement that an employee may be disciplined, whether or not there is an accompanying reduction in pay. The investigation shall proceed as outlined below under *Investigation Procedures*. Not later than thirty (30) days after the conclusion of the investigation and prior to any disciplinary action, the employee may appear, if he/she so determines, before the School Board in open session and be given a reasonable time, as



determined by the School Board, to comment on the investigation and any actions taken or proposed to be taken involving the employee.

These provisions shall not be applicable to any reduction of personnel initiated by the Superintendent.

#### IMPERMISSIBLE CORPORAL PUNISHMENT OR MORAL OFFENSES

If an employee is accused of impermissible corporal punishment, or of a moral offense involving a student, a prompt, thorough investigation shall be conducted by the Superintendent or designee. The investigation shall proceed as outlined below under *Investigation Procedures*. A written report of the results of the investigation shall be prepared, and the employee shall be provided with the results of the investigation. The Superintendent may promulgate such administrative regulations as he/she deems necessary to implement this policy. Any employee found to have violated the provisions of School Board policy shall be disciplined by such means as appropriate to the incident, including reprimand, suspension, and termination.

If the allegations fall within the definition of *abuse* as defined in Board policy *JGCE, Child Abuse*, then all school employees with knowledge of such incidents become *mandatory reporters* and the allegations must be reported to child protection or law enforcement as provided by state law and School Board policy. Such reporting shall be made and applied in conjunction with the procedures outlined in this policy.

#### INVESTIGATION PROCEDURES

These procedures apply to matters for which investigation procedures are not otherwise provided in Calcasieu Parish School Board Policies. For example, investigation of certain complaints of sexual harassment shall be conducted pursuant to policies JCED and JCED-AP.

Investigations under policy GAMC shall be handled as follows:

1. The Superintendent or his/her designee may order such investigation to be conducted in each instance as is warranted by the circumstances, and shall conduct an investigation when required by law, or School Board policy.
2. A person, including an employee, who believes that he/she has been subjected to unlawful discrimination, or unlawfully excluded from participation in or denied the benefits of a School Board program or activity based upon protected status, may file a complaint with the Title IX Coordinator, the Chief Academic Office, the Chief Operating Officer, or the Superintendent of the Calcasieu Parish School Board. The complaint shall be promptly investigated.



3. The investigation shall be conducted by the Superintendent or his/her designee. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint. Staff members or students may be interviewed if it is deemed essential to the investigation. Individuals against whom a complaint is made shall be notified of the complaint and shall be given an opportunity to respond. Both the complainant and the respondent shall be interviewed.
4. Unless circumstances delay the proceedings, the investigation shall be completed within thirty (30) calendar days from receipt of the complaint.
5. A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Superintendent or designee within a reasonable period of time in light of the circumstances of the alleged complaint.
6. If the complaint is substantiated, appropriate action to address the complaint may be taken in accordance with School Board policy, based upon investigative evidence gathered. Disciplinary action against a respondent may include reprimand, suspension, demotion, or other disciplinary action up to and including termination of employment. Any disciplinary action shall be placed in the offender's personnel file which will reflect the action taken and the grounds thereof.

#### CONFIDENTIALITY

The School Board shall attempt to protect the privacy of the complainant and the respondent, but confidentiality is not guaranteed. Information regarding the complaint and identities of complainants, respondents, and witnesses may be revealed as permitted or required by law, and as is necessary to conduct the investigation and enforce the consequences of the investigation.

Recoded: November, 2006  
Revised: September, 2009  
Revised: August, 2012  
Revised:

Ref: La. Rev. Stat. Ann. §§14:403, 17:81, 17:81.6, 17:81.8; Board minutes, 2-6-07, 1-12-10, 10-2-12.

## EQUAL EDUCATION OPPORTUNITIES

It shall be the policy of the Calcasieu Parish School Board that the school district shall place an equal emphasis upon the nondiscriminatory provision of educational opportunities for children and no person shall be excluded from participation in, denied the benefits of, or subject to discrimination in any education program or activity on the basis of race, color, disability, religion, national origin, age, or sex. All programs offered by schools within the school district shall be open to all students in compliance with statutory and judicial requirements.

The Superintendent and/or his/her representative shall investigate any and all complaints of prohibited discriminatory action. When School Board policies do not provide the method by which or to whom complaints are to be made, complaints may be submitted to either the School Board's Chief Operating Officer or to the Chief Academic Officer, 3310 Broad Street, Lake Charles, Louisiana 70615, (337) 217-4008. Except with respect to allegations of sexual harassment of students, employees, and applicants for admission or employment, the investigation shall be in accordance with the procedures set forth in School Board policy *GAMC, Investigations*. Sexual harassment investigation procedures are contained in policies *JCED, Title IX and Sexual Harassment*, and *JCED-AP, Title IX and Sexual Harassment Administrative Procedures*.

Revised:

Ref: 42 USC §§2000d (1-6); 42 USC §§2000c (1-9); 20 USC §1681 *et seq.*; 20 USC §1401 *et seq.*; 42 USC §1983; 29 USC §794; 29 USC §§621 *et seq.*; Singleton v. Jackson Municipal Separate School District, 419 F.2d 1211 (5th Cir. 1969); Ross v. Moffitt, 94 S.Ct. 437 (1974); San Antonio Independent School District v. Rodriguez, 93 S.Ct. 1278 (1973); Regents of University of California v. Bakke, 98 S.Ct. (1978).



## EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of the Calcasieu Parish School Board that no person in the school district shall, on the basis of age, race, color, disability, religion, national origin, sex, or similar personal distinction be denied the benefits of, or be subject to discrimination in regard to employment, retention, promotion, transfer, evaluation, or dismissal in any educational program or activity under the jurisdiction of the Board.

The Superintendent and/or his/her representative shall investigate any and all complaints of prohibited discriminatory action. When School Board Policies do not provide the method by which or to whom complaints are to be made, complaints may be submitted to either the School Board's Chief Operating Officer or to the Chief Academic Officer, 3310 Broad Street, Lake Charles, Louisiana 70615, (337) 217-4008. Except with respect to allegations of sexual harassment of students, employees, and applicants for admission or employment, the investigation shall be in accordance with the procedures set forth in School Board policy *GAMC, Investigations*. Sexual harassment investigation procedures are contained in policies *JCED, Title IX and Sexual Harassment*, and *JCED-AP, Title IX and Sexual Harassment Administrative Procedures*.

Revised:

Ref: US Constitution, Amend. XIV, §1; 42 USC §2003-1 to 1017; 20 USC §1681 et seq.; 29 USC §621 et seq.; Griggs v. Duke Power Company, 91 S.Ct. 849 (1979); Singleton v. Jackson Municipal Separate School District, 419 F.2d 1211 (5th Cir. 1979).



## ITEM 9.D.

May this letter and attached petition be considered as a formal request by the citizens of Moss Bluff, to have the new basketball gym at Sam Houston High School named after former Coach/Administrator Anne Hance Guidry.

Mrs. Guidry has served Sam Houston High School and the Moss Buff Community for 38 years as the Head Coach of girls' athletics and as Assistant Principal. Over those years, Mrs. Guidry cemented herself as a pillar of the community and the heart and soul of Sam Houston High School. Her passing in 2017 has left a challenging void to fill, but the community will always be fortunate to have had her. May these signatures on the attached petition serve as one voice of unity to have our new gym forever bear her name in memoriam.

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### **Policy FDC**

In order for the naming or re-naming of any facility or street to be considered by the appropriate Board committee, a petition requesting the naming or re-naming shall be submitted to the committee chair. This petition must contain the signatures of school zone residents in a number not less than twenty-five percent (25%) of the school enrollment. If the facility to be named or re-named is not a school or part of a school, then the petition must contain the signatures of at least 100 registered voters from each district from which a School Board member is elected. The required petition(s) and the relevant biographical and/or historical information showing that the criteria set forth above have been met should be submitted to the committee chair at least ten (10) days prior to the committee meeting at which the petition for naming or re-naming is to be considered. Failure of the person, persons or group requesting the naming or re-naming to timely submit the petition and the relevant biographical and/or historical information may, at the option of the committee chair, result in the proposal for naming or re-naming being stricken from the committee agenda.

If a school or part of a school is to be named or re-named, then the individual or individuals presenting the petition(s) shall show proof that the school has been notified of the proposal and the date on which it is to be considered by the appropriate Board committee.

Should the Board committee recommend the naming or re-naming, then a public comment period shall be provided for prior to presentation to the full Board for action.

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Sam Houston has a school population of 1149. Exceeding the required 287 signatures, the attached documents contain 655 signatures.

**The Staff recommends approval as the policy requirements have been met.**

# Petition To Name the New Sam Houston High School Gymnasium the *Anne Hance Guidry* Memorial Gymnasium

Printed Name	Signature	Address	Date
1. <i>Erin H. Farlow</i>	<i>Erin H. Farlow</i>	2407 Regan Dr	2-7-21
2. Kent Buller	<i>Kent Buller</i>	2285 Quail Ridge Ln	2-7-21
3. Stacey Buller	<i>Stacey Buller</i>	2335 Quail Ridge Ln	2-7-21
4. Kimberly Dyer	<i>Kimberly Dyer</i>	3852 Paul White Rd	2-7-2021
5. Ron Dyer II	<i>Ron Dyer II</i>	3852 Paul White Rd	2-7-2021
6. Tanner Dyer	<i>Tanner Dyer</i>	3852 Paul White Rd	2-7-2021
7. Britany Medley	<i>Britany Medley</i>	1862 Bass Run Ln.	2-7-2021
8. Matt Medley	<i>Matt Medley</i>	1862 Bass Run Ln.	2-7-2021
9. Angela Landry	<i>Angela Landry</i>	2580 Phils Ln	2-7-2021
10. Brandon Landry	<i>Brandon Landry</i>	2580 Phils Ln.	2-7-21
11. Andrew Landry	<i>Andrew Landry</i>	2580 Phils Ln.	2-7-21
12. Melissa Petts	<i>Melissa Petts</i>	240 Ruge Rd	2-7-21
13. Kathy Petts	<i>Kathy Petts</i>	1673 Heard Rd	2-7-21
14. Al Petts	<i>Al Petts</i>	1673 Heard Rd	2-7-21
15. Brian Petts	<i>Brian Petts</i>	1673 Heard Rd	2-7-21
16. Tim Richard	<i>Tim Richard</i>	3936 Paul White Rd	2-7-21
17. Christy Richard	<i>Christy Richard</i>	3936 Paul White Rd	2-7-21
18. Ethan Richard	<i>Ethan Richard</i>	3936 Paul White Rd	2-7-21
19. Jill Bellon	<i>Jill Bellon</i>	3937 Paul White Rd	2-7-21
20. <del>Doreen Bellon</del>	<del><i>Doreen Bellon</i></del>	3937 Paul White Rd	2-7-21
21. <del>Pam Bellon</del>	<del><i>Pam Bellon</i></del>	3921 Paul White Rd	2-7-21
22. Pam Bellon	<i>Pam Bellon</i>	3921 Paul White Rd	2-7-21
23. Kyle Clark	<i>Kyle Clark</i>	2036 Rebel Loop	2-7-21
24. Joey Clark	<i>Joey Clark</i>	2036 Rebel Loop	2-7-21
25. Keith Menard	<i>Keith Menard</i>	680 Bellevue Rd	2-9-21
26. Jared Westfall	<i>Jared Westfall</i>	1709 Deerfield Dr	2-9-21
27. Karen Westfall	<i>Karen Westfall</i>	1709 Deerfield Dr	2-9-21
28. Kristie Richard	<i>Kristie Richard</i>	2025 Crawford Dr.	2-9-21
29. Nicholas Richard	<i>Nicholas Richard</i>	2025 Crawford Dr.	2-9-21
30. Laken Richard	<i>Laken Richard</i>	2025 Crawford Dr.	2-9-21



# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Juanita Abbott	Juanita Abbott	2991 Bardun	2-9-21
2. Kristen O'Rourke	Kristen O'Rourke	11078 N. Gabriel	2-9-21
3. Emma Bardun	Emma Bardun	2831 Bardun	2-9-21
4. Kevin O'Rourke	Kevin O'Rourke	11078 N. Gabriel	2-9-21
5. Stephanie Breaux	Stephanie Breaux	2273 Quail Ridge	2-9-21
6. Jeff Attanasio	Jeff Attanasio	414 Angelwood Dr	2-9-21
7. Tara Pedersen	Tara Pedersen	685 E. telephone	2-9-21
8. Kayla Querry	Kayla Querry	1106 Willow Dr.	2-10-21
9. Chad Querry	Chad Querry	1106 Willow Dr.	2-10-21
10. Traci Guidry	Traci Guidry	1525 Hickory Ridge	2-10-21
11. Marcel Guidry	Marcel Guidry	1525 Hickory Ridge	2-10-21
12. Monica LeBlanc	Monica LeBlanc	1631 Khamael Dr.	2-10-21
13. Ricky LeBlanc	Ricky LeBlanc	1631 Khamael Dr.	2-10-21
14. Anna Johnson	Anna Johnson	2441 W. Lancia Dr.	2-10-21
15. Catherine Johnson	Catherine Johnson	2441 W. Lancia Dr.	2-10-21
16. Sherry Williams	Sherry Williams	2750 Williamsport Dr.	2-10-21
17. Jason Doyle	Jason Doyle	2750 Williamsport Dr.	2-10-21
18. Stacy Doyle	Stacy Doyle	2750 Williamsport Dr.	2-10-21
19. Lisa Landry	Lisa Landry	205 Wall Lane	2-10-21
20. Tony Landry	Tony Landry	205 Wall Lane	2-10-21
21. Bob Landry	Bob Landry	205 Wall Lane	2-10-21
22. Becca Quares	Becca Quares	4021 Bullwhite Rd.	2/10/21
23. Krista Young	Krista Young	565 J. M. Rd.	2/10/21
24. Greg Bellarm	Greg Bellarm	1833 W. Michael Sq.	2-20-21
25. Zack Storey	Zack Storey	486 N. Perkins Ferry	2-20-21
26. Christian Storey	Christian Storey	486 N. Perkins Ferry	2-20-21
27. Thom Storey	Thom Storey	145 Bluff Ridge	2-21-21
28. Marc Robert	Marc Robert	1452 Bluff Ridge	2/21/21
29. Ruby Malone	Ruby Malone	685 Belle Ave	2/21/21
30. Sarah Brandon	Sarah Brandon	685 Belle Ave	



**Petition To Name the New Sam Houston High School  
Gymnasium the *Anne Hance Guidry Memorial Gymnasium***

Printed Name	Signature	Address	Date
1. Anne Hance	[Signature]	3555 Burke Hill Rd	2/7/21
2. Andrew Hance	[Signature]	3555 Burke Hill Rd	2/8/21
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# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1 Beth Domingue	Beth Domingue	2420 Regena Dr. 70611	2/5/21
2 Vickie K Barto	Vickie K Barto	1217 Pine Jace 70611	2/5/21
3 Whitney Kober	Whitney Kober	1440 N Coffey Pine St 70611	2/5/21
4 Deborah Gault	Deborah Gault	990 Crawford Dr 70611	2/5/21
5 Kathy LeBlanc	Kathy LeBlanc	156 White Oak Rd	2-5-21
6 Shanne Jacobs	Shanne Jacobs	2390 N Park 70611	2-5-21
7 Maria Bent	Maria Bent	711 Maccasin Dr. 70611	2-5-21
8 Connor Wray	Connor Wray	908 mag azlig	2/5/21
9 Tracy Breaux	Tracy Breaux	1749 W. Haniel Dr	2/5/21
10 Matt Scott Conrad	Matt Scott Conrad	2582 E. Robinson Dr 70611	2/5/21
11 Tom Lantz	Tom Lantz	700 Lakeside Dr 70611	2/5/21
12 Brian Bamsie	Brian Bamsie	382 Phils Ln 70611	2/5/21
13 Selina Barto	Selina Barto	872 Birdnest Rd 70611	2/5/21
14 PEREK DOMINGUE	PEREK DOMINGUE	2420 REGENA DR 70611	2/5/21
15 Kaylee Cooper	Kaylee Cooper	512 Gateway Drive	2/5/21
16 Olivia Mutt	Olivia Mutt	2799 GROSS Rd	2/9/21
17 Jacob Jolie	Jacob Jolie	755 Misty Ln	2/7/21
18 Charles Abbott	Charles Abbott	2901 Borden Rd	2/8/21
19 Juanita Abbott	Juanita Abbott	2901 Borden Rd	2/8/21
20 Abby Jolie	Abby Jolie	755 Misty Ln	2/8/21
21 Matt Gault	Matt Gault	990 Crawford Dr	2/8/21
22 Brett Gault	Brett Gault	990 Crawford 70611	2/8/21
23 Joe Jordan	Joe Jordan	1068 Dogwood Dr 70611	2/8/21
24 Anna Bridges	Anna Bridges	305 Goss Rd. 70669	2/8/21
25 Candice Lipmeyer	Candice Lipmeyer	725 Misty Ln 70611	2/9/21
26 Heather McGracer	Heather McGracer	634 Fred Lutz Rd	2/9/21
27 Meghan LeBea	Meghan LeBea	2420 Belfield Rd.	2/9/21
28 Rachel Shumate	Rachel Shumate	882 Phils Ln	2/9/21
29 Julie Groth	Julie Groth	1674 Tan Tara Cir	2/9/21
30 Emory Bellon	Emory Bellon	2836 Boraelon Dr.	2/9/21



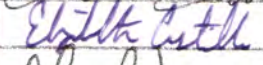
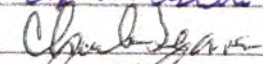
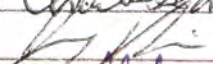

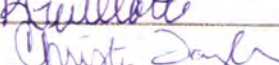

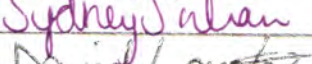
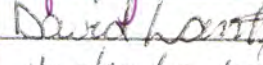
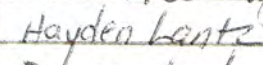
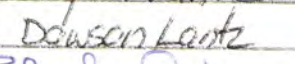
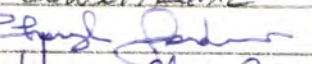

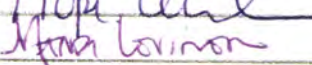
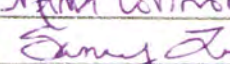


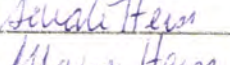
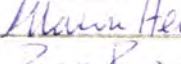

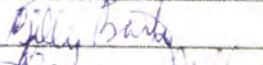

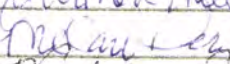
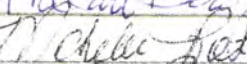
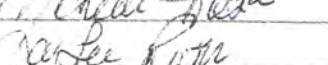
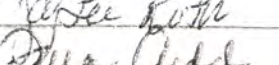
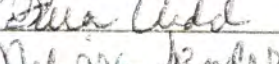
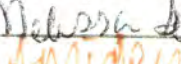



**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1 KAREN PEET	Karen Peet	1051 Baywood Dr L.C. 70611	2-10-21
2 Susan Rungear	Susan Rungear	3074 N. Hwy 171 70611	2/10/21
3 William Hoff	William Hoff	3232 Clint Dr. LA 70611	2/10/21
4 <del>William Hoff</del>	<del>William Hoff</del>		
5 Jennifer Hays	Jennifer Hays	937 W. Mary Way	2/10/21
6 SCOTT DOPE	Scott Dope	2853 Christy Dr	2/10/21
7 DESKAY FOREMAN	Deskay Foreman	820 Cadey Rd	2/11/21
8 Helen Jobusch	Helen Jobusch	1343 S. Robinwood Dr	2/11/21
9 STEPHANIE WESSER	Stephanie Wesser	2288 E. Gabriel St	2/11/21
10 Heather Gaulton	Heather Gaulton		
11 COURTNEY MCCAIN	Courtney McCain	111 WEST WEBBER CR	2/11/21
12 Leslie Wells	Leslie Wells	1734 Jessica Dr	2/11/21
13 SHAWN FOREMAN	Shawn Foreman	4118 Camryn Rd	2-11-21
14 AERIS DIBARY	Aeris Dibary	1308 Ravenhurst Dr.	2-11-21
15 ALISHA CHAVIS	Alisha Chavis	1341 County Thruway	2-12-21
16 STEPHANIE FOSTER	Stephanie Foster	4081 Oakland Dr	2-12-21
17 ERIK THIBODEAU	Erik Thibodeau	2622 E. Robinwood Dr	2-12-21
18 Terri Shan	Terri Shan	1491 Hickory Ridge Dr.	2-12-21
19 Aaron Gitt	Aaron Gitt	1431 Khamel Dr.	2-12-21
20 CINDI GITT	Cindi Gitt	1431 Khamel Dr.	2-12-21
21 KYLE JEFFCOATS	Kyle Jeffcoats	320 Rodeo Pen Rd	2-12-21
22 Crystal Dunaway	Crystal Dunaway	428 N. Booker St.	2-12-21
23 Brad Beck	Brad Beck	1105 W. Diamond Cir	2-12-21
24 TIFFANY CHAVIS	Tiffany Chavis	634 County Thruway Dr	2-12-21
25 Sheria Chavis	Sheria Chavis	634 County Thruway Dr	2-12-21
26 <del>Tiffany Chavis</del>	<del>Tiffany Chavis</del>		
27 <del>Leslie Wells</del>	<del>Leslie Wells</del>		
28 <del>Leslie Wells</del>	<del>Leslie Wells</del>		
29 Missie Hebert	Missie Hebert	4091 Oakland 70611	2-12-21
30 Duane Hebert	Duane Hebert	4091 Oakland 70611	2-12-21
Bradley Jordan	Bradley Jordan	4941 Hickory Branch 70611	2-12-21

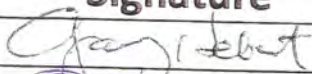
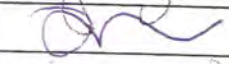
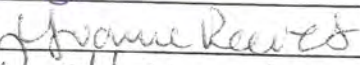
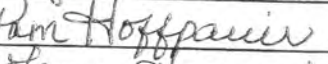
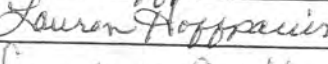
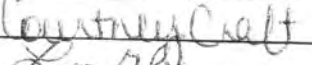


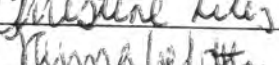
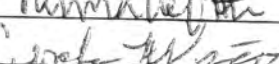

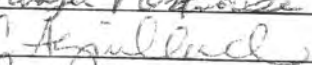

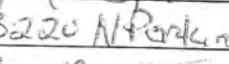

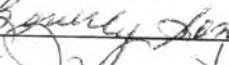

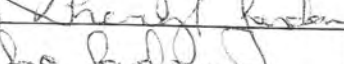
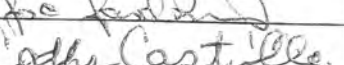
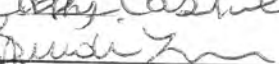
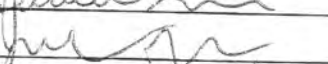
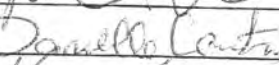
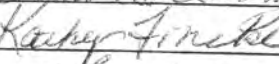
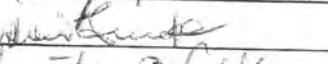








# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Brandi Sharpton		167 Tim's Circle Baytown TX 77521	2/5/21
2. Andrew Guillothe		171 Champagne Cir 70611	2/5/21
3. Elizabeth Castille		2419 Doran Dr. 70611	2/5/21
4. Charles Seares		4242 Grovewood Ln 70611	2/5/21
5. Joey Devillier		3253 CL Ford 70611	2-5-21
6. Kourtney Guillothe		171 Champagne Cir 70611	2-5-21
7. Christy Taylor		2646 E. Robinwood 70611	2-5-21
8. Sydney Sorlean		936 Primewood Dr. 70611	2/5/21
9. David Lantz		700 Larkspur Dr 70611	2/8/21
10. Hayden Lantz		700 Larkspur Dr 70611	2/8/21
11. Dawson Lantz		700 Larkspur Dr 70611	2/8/21
12. Cheryl Jordan		1008 Dogwood Dr. 70611	2/8/21
13. Hope Ardern		1761 Hollow Cay Ln	2/8/21
14. Marla Leviner		1735 Khamiel Dr.	2/8/2021
15. Sammy Leviner		1735 Khamiel Dr.	2/8/2021
16. Bobby Benjamin		191 Wall Ln.	2/8/2021
17. Sarah Heiss		725 S. Tillie Rd	2-8-2021
18. Shawn Heiss		725 S. Tillie Rd.	2-8-2021
19. Ben Barte		1551 Cannon Ct. 70611	2/8/21
20. Billy Barte		1717 Rue-Jac 70611	2/8/21
21. Cianna Miller		211 Merlot 70611	2/8/21
22. Melanie Long		705 White Rd 70611	2/8/21
23. Michelle Kott		705-B - White Rd	2/8/21
24. Jaycee Kott		705-B - White Rd	2/8/21
25. Tara Cudd		2385 W. Arnold St.	2/9/21
26. Melissa Sanders		2408 Rogers Dr 70611	2/9/21
27. Amber Niedema		2862 White Fox Lane	2/9/21
28. Stacey Martin		12900 Hwy 113 Baytown	2/9/21
29. Tara Blankenship		1089 Birdnest W LA 70611	2/9/21
30. Dana Gary		3511 Deer Run Rd W LA 70611	2/9/21



**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. Gary Hebert		540 Hardwood Dr. 70611	2/5/21
2. Melinda Brown		1557 Ethan Dr. 70611	2/5/21
3. Yvonne Reeves		2447 Quail Ridge 70611	2-5-21
4. Pam Hoffpauir		1026 E. Bristol 70611	2-5-21
5. Lauren Hoffpauir		1026 E. Bristol 70611	2-5-21
6. Courtney Craft		11044 N Gabriel 70611	2-5-21
7. Liz Glass		1016 E. Bristol 70611	2-5-21
8. Tracy Alexander		790 Pinecove 70611	2-5-21
9. Christine Liles		1244 Topaz Rd 70611	2-5-21
10. Tamara Wtfin		3222 Clint Dr 70611	2-5-21
11. Cindy Wright		4916 Cypress Lake 70611	2-5-21
12. Tanya Portinguez		4922 Cypress Lake 70611	2-5-21
13. Cathy Aguilard		259 Santa Anna 70611	2-5-21
14. Brandi Lee		3760 Gons Rd 70611	2/5/21
15. Lauren Butler		3220 N Parkers Ferry Rd 70611	2/5/21
16. Lee Butler		3220 N Parkers Ferry Rd 70611	2/5/21
17. Beverly Sumner		584 Rollings Rd 70611	2/5/21
18. JENNY ROBERTS		1038 SISTRUNK RD 70611	2/5/21
19. Cheryl JORDAN		1063 Dogwood 70611	2/5/21
20. Joe E. Jordan		1063 Dogwood 70611	2/5/21
21. Cathy Castille		1124 E. Diamond Cir. 70611	2/5/21
22. Brandi Russel		11046 Pine Street 70611	2/5/21
23. John Russel		11046 Pine Street 70611	2/5/21
24. Danielle Courtney		2610 E Robinson 70611	2/5/21
25. Kathy Fincke		2855 Jug Sags Rd 70611	2/5/21
26. Andrew Finck		2855 Jug Sags Rd 70611	2/5/21
27. Cindy Wilks		3031 Goss Rd 70611	2/5/21
28. Wayne Wilks		3031 Goss Rd 70611	2/5/21
29. Sharda Darnane		1857 S Ravel Dr 70611	2/5/21
30. Jada Calderera		1718 Jessica Ln 70611	2/5/21



**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. Deanna Woodlee	Deanna Woodlee	702 N. Weber Cir 7001	2/5/2021
2. Renee Perivolaris	Renee Perivolaris	1008 Eastern Meadows #50	2/8/2021
3. Deanna Brownkowski	Deanna Brownkowski	1764 Deerfield Dr	2-8-21
4. Ashley Adams	Ashley Adams	1514 Becky St	2-8-21
5. Aleshia Adams	Aleshia Adams	1021 Tomahawk Dr	2-8-21
6. Ryan Adams	Ryan Adams	1021 Tomahawk Dr	2-8-21
7. Karyn Poutin-Swain	Karyn Poutin-Swain	853 Woodland Hills Dr	2-8-21
8. Angela Liechty	Angela Liechty	1797 W. Liechty Rd	2-8-21
9. Danielle Jagreano	Danielle Jagreano	515 W Park Manor Dr.	2-8-21
10. Mel Smith	Mel Smith	1032 Hollis	2/9/21
11. Bobby Guillory	Bobby Guillory	504 Gist Lane	2-9-21
12. Mildred Lewis	Mildred Lewis	1310 G. Brown Rd	2-9-21
13. Dorey Boushey	Dorey Boushey	2197 N Park Lane	2-9-21
14. Madeline Foster	Madeline Foster	609 Chestnut St.	2/9/21
15. Jill Jones	Jill Jones	2327 Sam Houston Forest	2/9/21
16. Patricia Madson	Patricia Madson	1714 Marlin Rd	2/10/21
17. Klytton Ledy	Klytton Ledy	1746 Deerfield Dr.	2/10/21
18. Deena Best	Deena Best	1533 S Morning	2/10/21
19. Jason Alexander	Jason Alexander	790 Pinecone	2/10/21
20. Julie Dixon	Julie Dixon	1934 Crawford	2/10/21
21. LeeAnn Bismar	LeeAnn Bismar	905 magnolia	2/10/21
22. Savannah Foreman	Savannah Foreman	2356 W Armand Street	2/10/21
23. Ashton Richard	Ashton Richard	857 Pinecone Dr.	2/24/21
24. Glenda Richard	Glenda Richard	857 Pinecone Dr.	2/24/21
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# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Savannah Johnson	Savannah Johnson	186 Brown Rd	1-8-21
2. Leslie Lockhart	Leslie Lockhart	5250 Topsy Bel Rd	1-8-21
3. Chad Lockhart	Chad Lockhart	5250 Topsy Bel Rd	1-8-21
4. Daniel Hamstrung	Dan Hamstrung	824 Hwy 378 STE#17	1-8-21
5. Fran Stout	Frances Stout	1442 Frontier Trail	1-8-21
6. Andrea Burnham	Andrea Burnham	259 W. Presidential	1-8-21
7. Cody Andreas	Cody Andreas	4107 Camryn Rd.	2/8/21
8. Tina Pinion	Tina Pinion	3194 Clifford Rd	2/8/21
9. Justin Chesson	Justin Chesson	936 Vatican Drive	2/8/21
10. AMY SMITH	Amy Smith	348 Andrew Loop	2/8/21
11. Joe Millburn	Joe Millburn	1279 Topsy Rd	2/9/21
12. Linnene Richard	Linnene Richard	132 Ridgeway Dr	2/9/21
13. Lola Richard	Lola Richard	132 Ridgeway	2/9/21
14. Alex Vincent	Alex Vincent	343 Berry Ln	2/9/21
15. Lexie Reed	Lexie Reed	959 Barkens Rd	2/9/21
16. Malcolm Butler	Malcolm Butler		2/10/21
17. Hailee Thompson	Hailee Thompson	3171 Pileys Ln	2/10/21
18. DuShyn Smith	DuShyn Smith	1442 Foxboro Dr	2/11/21
19. Ryan Chesson	Ryan Chesson	1532 N Wallace	2/11/21
20. Kristain Leggett	Kristain Leggett	1532 N Wallace	2/11/21
21. MICHAEL VOINTE	Michael Vointe	220 BRUCE CIRCLE	2/11/21
22. JULIE LAPOINTE	Julie Lapointe	620 BRUCE CIRCLE	2/11/21
23. MARCUS FATHALLAH	Marcus Fathallah	1840 N HANMER DR	2/11/21
24. TESSA FATHALLAH	Tessa Fathallah	1840 N HANMER DR	2/11/21
25. ADAM FATHALLAH	Adam Fathallah	1840 N HANMER DR	2/11/21
26. JIMMY FATHALLAH	Jimmy Fathallah	1840 N HANMER DR	2/11/21
27. Joe Sutherland	Joe Sutherland	1474 Quail Creek Dr.	2/11/21
28. Alex Armstrong	Alex Armstrong	824 Hwy 378	2/11/21
29. Simon Forquhar	Simon Forquhar	1444 Crawford Dr.	2/12/21
30. Richard Prielis	Richard Prielis	1105 Tarent Ave	2/12/21

LESTINA  
Cox

Please sign 1 over  
+ 2 on back

# Petition To Name the New Sam Houston High School Gymnasium the *Anne Hance Guidry* Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Janet Yukasz	<i>Janet Yukasz</i>	345 Andrus Loop LC 76044	2-5-21
2. <del>Bridgett Bartland</del>	<del><i>Bridgett Bartland</i></del>	<del>415 S Kingston Sq</del>	<del>2-5-21</del>
3. Shauna Burkhead	<i>Shauna Burkhead</i>	402 Marcus St.	2-5-21
4. Meg Reed	<i>Meg Reed</i>	2877 Kari Lane	2-5-21
5. Hailee Thompson	<i>Hailee Thompson</i>	3171 Pilley Ln	2-5-21
6. Tammy Henry	<i>Tammy Henry</i>	1838 N. Coffey Pines	2-5-21
7. Brittni Landry	<i>Brittni Landry</i>	424 E. Presidential	2-5-21
8. <del>Cherrell Herberger</del>	<del><i>Cherrell Herberger</i></del>	<del>1749 W. Licking Rd</del>	<del>2-5-21</del>
9. Marie Strother	<i>Marie Strother</i>	935 Lagniappe Ln	2-5-21
10. Jim Willis	<i>Jim Willis</i>	3225 Paul White Rd.	2-2-21
11. Kelli Smith	<i>Kelli Smith</i>	1198 Tomahawk Dr	2-5-21
12. Tammy Thawer	<i>Tammy Thawer</i>	417 Marcus Dr	2-5-21
13. Leslie Guille	<i>Leslie Guille</i>	231 Marlot Dr	2-8-21
14. Shauna Herbert	<i>Shauna Herbert</i>	1836 Bass Run Lane	2-8-21
15. Becky Gros	<i>Becky Gros</i>	1157 Green Rd.	2/8/21
16. Valeria Cruz	<i>Valeria Cruz</i>	2193 W. Armand St.	2-10-21
17. Kate Stutes	<i>Kate Stutes</i>	4045 Bertie Ann Rd	2-11-21
18. Dawn Hamilton	<i>Dawn Hamilton</i>	237 Bronco Circle	2-11-21
19. Jennifer Sorce	<i>Jennifer Sorce</i>	1634 B Joe Miller Rd	2-11-21
20. Kim Parker	<i>Kim Parker</i>	1841 N. Borel Dr.	2-11-21
21. Sarah McLann	<i>Sarah McLann</i>	2480 Chapman Rd.	2-11-21
22. Leslie Goudon	<i>Leslie Goudon</i>	1980 N Gabriel Sq	2-11-21
23. Natha Mahoney	<i>Natha Mahoney</i>	3015 Mesa Lane	2/12/21
24.			
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# Petition To Name the New Sam Houston High School Gymnasium the *Anne Hance Guidry* Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Jessica Dwight	Jessica B. Dwight	1790 Sutherland Rd 70611	2-5-21
2. Amanda LeJeune	Amanda LeJeune	2708 E Robinwood 70611	2-5-21
3. Tina Louviere	Tina Louviere	1007 Greenwood 70611	2-5-21
4. Autumn Flanagan	Autumn Flanagan	449 Bobbie Ln 70611	2-5-21
5. Brandy Bousard	Brandy Bousard	2486 Belfield Rd 70611	2-5-21
6. Brandy Callana	Brandy Callana	1149 W Kingston Sq 70611	2-5-21
7. Sara Peshoff	Sara Peshoff	3113 White Rose Ln 70611	2-5-21
8. Elaine Lepine	Elaine Lepine	1742 N. Borel drive	2-8-21
9. Marla Fontenot	Marla Fontenot	2282 W Laura Dr	2-8-21
10. Sheryl Gorman	Sheryl Gorman	541 Hardwood Dr	2-8-21
11. Adriane Ogan	Adriane Ogan	1112 Ashelia LC 70611	2-8-21
12. Candis Thomas	Candis Thomas	386 Sharon Lane LC 70611	2/8/21
13. Kaitlyn Miller	Kaitlyn Miller	501 E Telephone Rd LC 70611	2-8-21
14. Magen Holland	Magen Holland	309 Lank Parker Rd 70657	2-8-21
15. Cissie Book	Cissie Book	1105 W Diamond Cr 70611	2-8-21
16. Jamie Gibson	Jamie Gibson	933 Chapel Ln LC 70611	2-8-21
17. Mitchell Bihl	Mitchell Bihl	2450 Belfield Rd 70611	2-8-21
18. Jackie Landry	Jackie Landry	318 Joshua 70611	2-9-21
19. Keith Landry	Keith Landry	318 Joshua 70611	2-9-21
20. Kisha Gullug	Kisha Gullug	2330 Channel 70601	2/10/21
21. Karissa Authement	Karissa Authement	1725 Jessica Dr 70611	2/10/21
22. Carlin McBee	Carlin McBee	137 Park Road	2/10/21
23. Robin Courville	Robin Courville	2266 W. Raphael Sq 70611	2/10/21
24. Courtney Blackwell	Courtney Blackwell	1018 Wedgewood Dr. 70611	2/11/21
25. Lynette Manuel	Lynette Manuel	2417 Jennifer Ln LC 70611	2/11/21
26. Angela Kelly	Angela Kelly	1734 N. Gabrielle Sq 70611	2/11/21
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# Petition To Name the New Sam Houston High School Gymnasium the *Anne Hance Guidry* Memorial Gymnasium

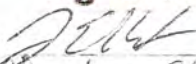
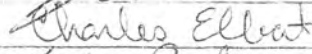

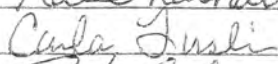
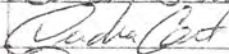
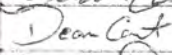

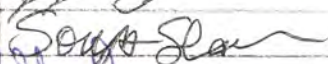
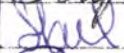

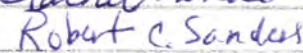
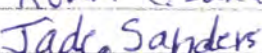

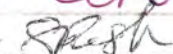
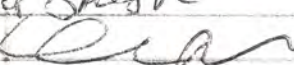
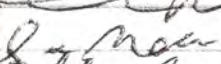
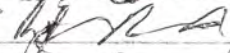
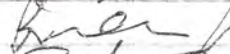
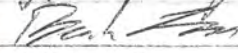



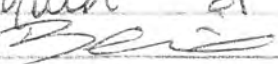
Printed Name	Signature	Address	Date
1. Alvin Richard	<i>Alvin Richard</i>	1260 N Parkins Ferry	2/5/2021
2. Margaret Dykes	<i>Margaret Dykes</i>	3222 Paul White Rd	2/5/2021
3. Shyla Busby	<i>Shyla Busby</i>	1066 Idlebrook Dr	2/5/2021
4. Ann L LeJeune	<i>Ann L LeJeune</i>	1705 N. H. Inest. West	2/8/21
5. Mike Roush	<i>Mike Roush</i>	1284 Turner, LCLA	2/8/21
6. Martin Thompson	<i>Martin Thompson</i>	1310 Sotherland Rd.	2/8/21
7. Allen Farrow	<i>Allen Farrow</i>	1635 W. Paul Meadows	2/10/21
8. Leslie LeDoux	<i>Leslie LeDoux</i>	2271 E Gabriel Sq 70611	2/10/21
9. Phillip Liecht	<i>Phillip Liecht</i>	1797 W. Liecht	2-16-2021
10. Sherry Livingston	<i>Sherry Livingston</i>	846 Richard Rd. 70611	2-21-2021
11. Mike Livingston	<i>Mike Livingston</i>	" " "	2-21-2021
12. Christina Fusco	<i>Christina Fusco</i>	391 Bark Rd LC 70611	2-23-2021
13. Billy Fusco	<i>Billy Fusco</i>	391 Bark Rd LR 70611	2-23-2021
14. Denise Manuel	<i>Denise Manuel</i>	2076 Gous Rd 70611	2-23-21
15. Denise Manuel	<i>Denise Manuel</i>	2076 Gous Rd 70611	2-23-21
16. Evonne Manuel	<i>Evonne Manuel</i>	2076 Gous Rd 70611	2-23-21
17. Kennedy Manuel	<i>Kennedy Manuel</i>	2076 Gous Rd 70611	2-23-21
18. Marilyn Dore	<i>Marilyn Dore</i>	2853 Christy Drive	2-24-21
19. Scott Dore	<i>Scott Dore</i>	2853 Christy Dr	2-24-21
20. Jack Dore	<i>Jack Dore</i>	2853 Christy Dr	2-24-21
21. Rene Fontenet	<i>Rene Fontenet</i>	655 Sioux Dr.	2-25-21
22. Anthony Fontenet	<i>Anthony Fontenet</i>	655 Sioux Dr	2-25-21
23. Madison Fontenet	<i>Madison Fontenet</i>	655 Sioux Dr	2-25-21
24. Tyler Fontenet	<i>Tyler Fontenet</i>	655 Sioux Dr	2-25-21
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**Petition To Name the New Sam Houston High School  
Gymnasium the *Anne Hance Guidry* Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. Brant Youngblood	<i>Brant Youngblood</i>	3581 Murrell Dr.	2/9/21
2. Sarah Terro	<i>Sarah Terro</i>	680 Bellevue	2/9/21
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**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1 Jenny Elbert		5398 Matthe Reeves	2/7/21
2 Charles Elbert		5398 Matthe Reeves	2/7/21
3 Katie Rashall		2673 Hwy 171 N.	2-7-21
4 Carla Fuslier		2677 N. Hwy. 171	2-7-21
5 Ceandra Cart		1111 W Diamond Cr	2-7-21
6 DEAN CART		1111 W. Diamnd Cr	2-7-21
7 Jeremy Deamo		1870 Poyfarr Dr	2/8/21
8 SONYA Sloan		2208 N Perkins Ferry	2-9-21
9 Shatoria Paul		1515 Tomahawk Dr	2-8-21
10 Rachel Sanders		3106 N Hwy 171	2/8/21
11 Robert C. Sanders		3106 N Hwy 171	2/8/21
12 Jade Sanders		267 Vines Pkwy	2/8/21
13 Anna Chene		1528 Stafford Rd.	2/8/21
14 Stephanie Fuslier		3068 Watts Rd	2/8/21
15 Kandernech		1445 Muskogean Dr	2/8/21
16 Sean Malm		1445 Muskogean Dr	2/8/21
17 Richard Rauland		1122 Charlot Dr	2-8-21
18 Rachel Rauland		1122 Charlot Dr	2-8-21
19 Lee Livingston		458 Koonce Rd	2-8-21
20 Lexy Livingston		458 Koonce Rd	2-8-21
21 Sherry Pelquin		2978 Dunn Ferry	2-8-21
22 Justin Pelquin		2978 Dunn Ferry	2-8-21
23 Brandon Miller		1777 Hollow Cove Ln	2/8/21
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**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. Jaime Fontenot	Jaime Fontenot	329 N Perkins Ferry Rd	2/5/21
2. Joyce Pauley	Joyce Pauley	346 E. Park Manor Dr	2/5/21
3. Danny E. Pauley	Danny E. Pauley	346 E. Park Manor Dr	2/5/21
4. Amber Pauley Bennett	Amber Pauley	346 E. Park Manor Dr	2/5/21
5. Jenna Mistric	Jenna Mistric	1037 Wineberry Lane	2/5/21
6. Bonnie Gilley	Bonnie Gilley	829 Koonce Rd	2/5/21
7. Chelva Phillips	Chelva Phillips	1037 Wineberry	2/5/21
8. Landa Jamar	Landa Jamar	1037 Wineberry	2/5/21
9. Howard Cannon	Howard Cannon	620 ABBY LANE	2-5-21
10. Robin Pettit	Robin Pettit	1788 Jennifer Dr	2-5-21
11. Jamie Richard	Jamie Richard	221 Armistead Lane	2-5-21
12. Chide Richard	Chide Richard	221 Armistead Lane	2/5/21
13. Tami Wolfe	Tami Wolfe	825 Waukingsford	2/5/21
14. Cody Wolfe	Cody Wolfe	825 Waukingsford	2/5/21
15. Alexis Reed	Alexis Reed	1490 Trisha Ct	2/5/21
16. Amber Coltra	Amber Coltra	1490 Trisha Ct.	2/6/21
17. Cassie Theriot	Cassie Theriot	383 Victoria Dr.	2/8/21
18. Randy L Bello	Randy L Bello	933 Chapel Ln	2/8/21
19. Arcelia Pittsburg	Arcelia Pittsburg	855 Alison Counseling Rd	2/8/21
20. Jessica Booth	Jessica Booth	4218 Booth Rd	2/8/21
21. Renee Fontenot	Renee Fontenot	1061 Belkfield Rd	2/10/21
22. Adeline Fontenot	Adeline Fontenot	1061 Belkfield Rd.	2/10/21
23. Jerica Parker	Jerica Parker	1419 Cherokee Dr	2/11/21
24. Debby Davenport	Debby Davenport	670 Belle Ave	2/12/21
25. Jim Davenport	Jim Davenport	670 Belle Ave	2/12/21
26. April Davenport	April Davenport	3675 Paul White	2/12/21
27. Doug Davenport	Doug Davenport	3675 Paul White	2/12/21
28. Judy Bouchard	Judy Bouchard	823 Redwood Dr	2-12-21
29. Kenneth Bouchard	Kenneth Bouchard	823 Redwood Dr.	2-12-21
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# Petition To Name the New Sam Houston High School Gymnasium the *Anne Hance Guidry Memorial Gymnasium*

Printed Name	Signature	Address	Date
1. William K. Powell II	<i>William K. Powell II</i>	425 April Dr. 70611	2-5-2021
2. April Davenport	<i>April Davenport</i>	3754 Paul White Rd	2-5-21
3. Day Davenport	<i>Day Davenport</i>	3754 Paul White Rd	2-5-21
4. Lana Bodin	<i>Lana Bodin</i>	2330 Wilaura Dr.	2-5-2021
5. RAND Pettit	<i>M. R. Pettit</i>	1788 Jessica Dr. 70611	2-25-2021
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**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. Donna DeBarge	Donna DeBarge	1028 Tan Tara Circle	2/13/2021
2. Randy DeBarge	Randall DeBarge	1028 Tan Tara Circle	2/13/2021
3. Olivia Martin	Olivia Martin	1028 Tan Tara Circle	2/13/2021
4. Mason Martin	Mason Martin	1028 Tan Tara Circle	2/13/2021
5. Emily Harlow	Emily Harlow	2420 Tay Tay Dr.	2/13/2021
6. Jody Harlow	Jody Harlow	2420 Tay Tay Dr.	2/13/2021
7. Sarah Duncan	Sarah Duncan	323 Believers Lane	2/13/21
8. Mikenna Dugan	Mikenna Dugan	2094 Orleans Run Dr	2/13/21
9. Bonney Chambers	Bonney Chambers	2428 Timmy Dr	2/13/21
10. Dustin Chambers	Dustin Chambers	2421 Timmy Dr	2/13/21
11. Shawn Dugan	Shawn Dugan	5405 ORLES LA	2/13/21
12. Robin Rigler	Robin Rigler	7354 P. Ferry Rd Ste 7	2/13/21
13. Ashley Corrier	Ashley Corrier	1102 Emerald Ct Ln	2/13/21
14. Gregg Cotton	Gregg Cotton	2060 Quail Ridge	2/13/21
15. Melanie Gary	Melanie Gary	1078 Tara Ave	2/13/21
16. Bryan Gary	Bryan Gary	1078 Tara Ave	2/13/21
17. Michele Kelly	Michele Kelly	2629 Ravenway Dr	2/13/21
18. Josh Doucet	Josh Doucet	2629 Ravenway Dr	2/13/21
19. Maya McCoy	Maya McCoy	2427 Tay Tay	2/13/21
20. Sharon McCoy	Sharon McCoy	2427 Tay Tay	2/13/21
21. Justin Thornton	Justin Thornton	789 WHITE RD	2/13/21
22. Kim Thornton	Kim Thornton	" "	2/13/21
23. Gunnar Thornton	Gunnar Thornton	789 White Rd	2/13/21
24. Michael Krenen	Michael Krenen	1894 N. Cotton, Pines	2/13/21
25. Angela Thibodeaux	Angela Thibodeaux	1277 N Hwy 178	2-23-21
26. Matt Rider	Matt Rider	506 BEECHWOOD RD	2/24/21
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# Petition To Name the New Sam Houston High School Gymnasium the *Anne Hance Guidry* Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Casey Richard	Casey Richard	5000 Hickory Branch Rd	2-5-21
2. Wesley Blanchard	Wesley Blanchard	522 Park Rd	2-5-21
3. Lance Blanchard	Lance Blanchard	522 Park Rd	2-5-21
4. Anyasha Gillespie	Anyasha Gillespie	1478 Laveigne Rd	2-5-21
5. Terri Paschall	Terri Paschall	462 S Perkins Ferry	2-5-21
6. Terri Oeber	Terri Oeber	2236 E. Armand	2-6-21
7. Cecilia Richard	Cecilia Richard	221 Armistead Ln	2-6-21
8. Jaime Richard	Jaime Richard	221 Armistead Ln.	2-6-21
9. Jacob Richard	Jacob Richard	221 Armistead Ln	2-6-21
10. Larrhda Cooper	Larrhda Cooper	512 Gateway	2-12-21
11. Raymond Cooper	Raymond Cooper	" "	2-12-21
12. Share Dowers	Share Dowers	1678 Pine St.	2-12-21
13. Scott Dowers	Scott Dowers	1678 Pine St	2-12-21
14. Nathan Burt	Nathan Burt	339 Burke St.	2-12-21
15. Abigail Dowers	Abigail Dowers	1678 Pine St.	2-12-21
16. Cassandra Dowers	Cassandra Dowers	1678 Pine St	2-12-21
17. Kylie Fulmer	Kylie Fulmer	339 Burke St	2-12-21
18. Sandra Bruno	Sandra Bruno	703 Clay Ave LC 7061	2-12-21
19. Ashley Reed	Ashley Reed	748 Cob Cir	2/25/21
20. Blake Reed	Blake Reed	748 Cob Cir	2/25/21
21. Murray Reed	Murray Reed	7577 Kari Lane	2/25/21
22. Meg Reed	Meg Reed	7577 Kari Lane	2/25/21
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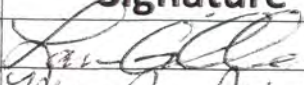
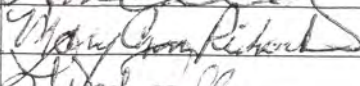
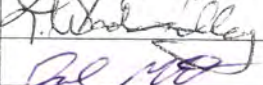
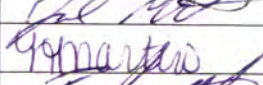
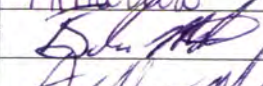
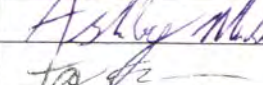
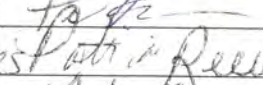
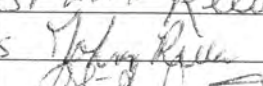

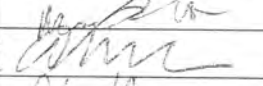
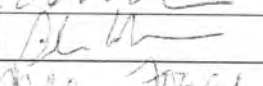

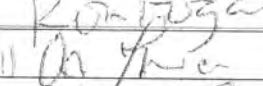
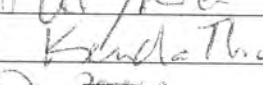
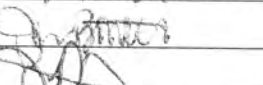
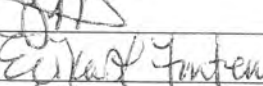

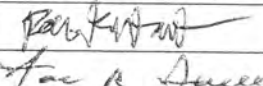
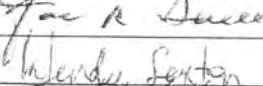
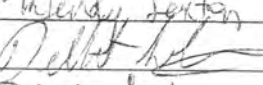
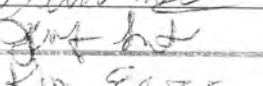
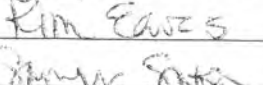

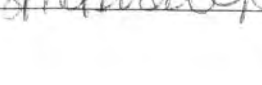






# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Jessica Strickland	Jessica Strickland	1879 Poyfarr Dr Tule	2-5-21
2. Shana Prejean	Shana Prejean	120 Villa Dr. Wadley LA	2-5-21
3. Randy Angelle	Randy Angelle	4298 Booth Rd Tule	2-5-21
4. Andy Nixon-White	Andy Nixon-White	3901 Paul White Rd Tule	2-5-21
5. Heather Armstrong	Heather Armstrong	710 Arrowhead Tule	2-5-21
6. Anna Eaves	Anna Eaves	1277 N Hwy 171 WASS Tule	2-6-21
7. Julie Rogers	Julie Rogers	1660 TANTARA L RILE Tule	2/6/21
8. Amanda McDonald	Amanda McDonald	2525 Clifford Rd Tule	2/6/21
9. Alexis Dickson	Alexis Dickson	1836 Khamiel Dr Tule	2/6/21
10. Kaylen Peters	Kaylen Peters	1343 Sawnee Dr. Tule	2/6/21
11. Michael Guidry	Michael Guidry	372 Santa Anna Dr Tule	2-6-21
12. Jolene Powell	Jolene Powell	1890 Poyfarr Dr.	2/6/21
13. Jason Powell	Jason Powell	1890 Poyfarr Dr.	2/6/21
14. Kathy Powell	Kathy Powell	515 Apache Dr.	2-6-21
15. Matthew Powell	Matthew Powell	515 Apache Dr.	2-6-21
16. Jason H. Hinkle	Jason H. Hinkle	590 Sioux Dr	2-6-21
17. Cory Robinson	Cory Robinson	2092 Cherokee Dr	2-6-21
18. Jammatawell	Jammatawell	1352 Tantara	2-6-21
19. Chris Powell	Chris Powell	1342 TANTARA	2-6-21
20. Susan H. Hinkle	Susan H. Hinkle	402 S Perkins Ferry Rd	2-6-21
21. Tazewell	Tazewell	1004 N Coffee Pines	2/6/21
22. Jessica Ray	Jessica Ray	1884 N Coffee Pines	2/6/21
23. Sabrina White	Sabrina White	306 Hunter Hill Rd	2/8/21
24. Hunter Johnson	Hunter Johnson	306 Hunter Hill Rd	2/8/21
25. CAMERON SIVKE	Cameron Sivke	355 COUSATTA LN.	2/8/21
26. Delaci Frey	Delaci Frey	409 Champagne Cir AHB	2/8/21
27. Kristin Howell	Kristin Howell	2338 Topsy Rd	2-8-21
28. David Anderson	David Anderson	4397 GYRESS LANE DR	2-8-21
29. Ronnie Fisher	Ronnie Fisher	1009 Pine St LE, LA	2-8-21
30. Charles Abbott	Charles Abbott	2991 Bardelon	2-9-21


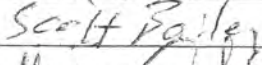
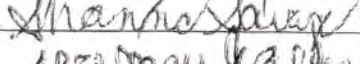

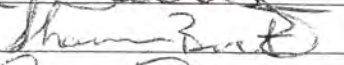
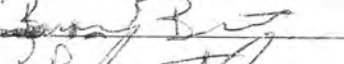

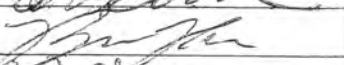
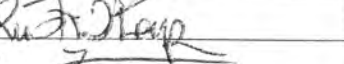

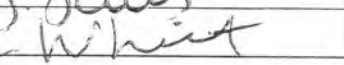


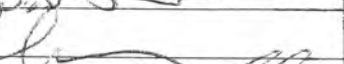
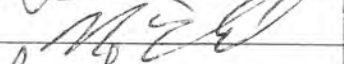
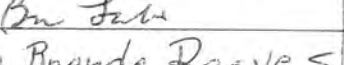
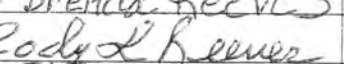
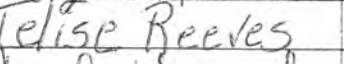
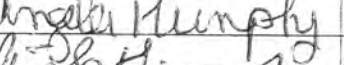


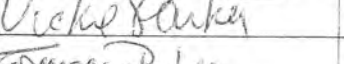
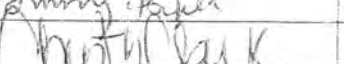
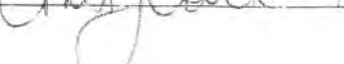






# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Lauren Gilley		1550 Stafford 70611	2/4/21
2. Mary Ann Richard		1260 N Perkins Ferry Rd 70611	2/4/21
3. L. Wade Gilley		1550 Stafford 70611	2/4/21
4. Jared Martin		1569 Stafford Rd 70611	2/6/21
5. Nichole Martin		1569 Stafford Rd 70611	2/6/21
6. Brandon Martin		1180 N Perkins Ferry Rd 70611	2/6/21
7. Ashley Madden		1180 N Perkins Ferry Rd 70611	2/6/21
8. Janice		1606 Kirk Mist Rd	2/7/21
9. Patricia Reeves		436 2000 Jerry Rd	2/7/21
10. Johnny Reeves		436 2000 Jerry Rd	2/7/21
11. Sheila Lowery		306 Congressman Ln	2/7/21
12. Mack Lowery		306 Congressman Ln	2/7/21
13. Allison Walker		501 Joe Miller Rd	2/7/21
14. Blake Walker		501 Joe Miller Rd	2/7/21
15. Maria Fugal		1077 Baywood Dr	2/7/21
16. Ron Fugal		1077 Baywood Dr	2/7/21
17. Christina Thorne		1729 N Woodland Forest	2/7/21
18. Kendall Thorne		1729 N Woodland Forest	2/7/21
19. Jeranie Bostick		1446 Siouxan Dr	2/7/21
20. Jeri Bostick		1446 Siouxan Dr	2/7/21
21. Erika Fontenot		394 E Champagne Dr	2/7/21
22. Derek Fontenot		394 E Champagne Dr	2/7/21
23. Jace Fontenot		394 E Champagne Dr	2/7/21
24. Ron Cunningham		250 Firehouse Rd	2/7/21
25. Wendy Sexton		268 Firehouse Rd	2-7-21
26. Delbert Sexton		268 Firehouse Rd	2-7-21
27. Jennifer Smith		2018 N. Park Ln	2-7-21
28. Kim Eaves		1434 Sutherland	2-7-21
29. Sammy Smith		2018 N. Park Ln	2-7-21
30. Sumer McEntain		2407 Regency Dr.	2-7-21

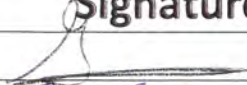
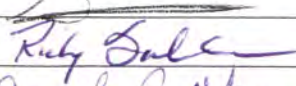
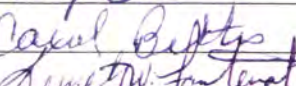
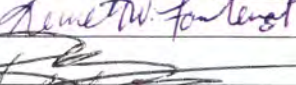

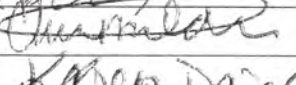

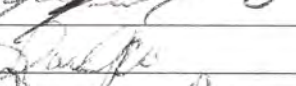

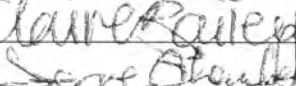
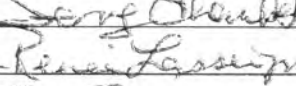


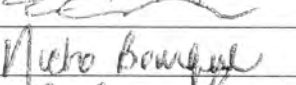
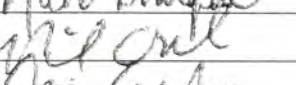

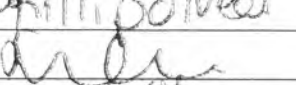
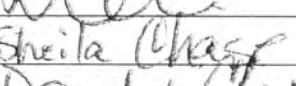
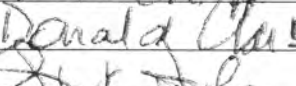


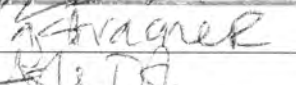
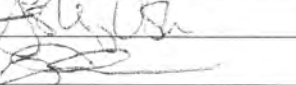







**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. David Anderson		1163 Rue Brooklyn	2/5/21
2. Scott Bailey		3847 Cypress Lk	2/5/21
3. Shanna Stage		874 Helen Ln.	2/5/21
4. Jeremy Salke		729 N. Jovida	2/5/21
5. Trent Bourque		3117 Sam Houston Rd	2-5-21
6. Shannon Burt		2311 Goose Rd	2-5-21
7. Brennan Burt		2311 Goose Rd	2-5-21
8. Bobby Burt		2311 Goose Rd	2-5-21
9. John Chaires		634 County, Texas	2-5-21
10. Kevin Thibault			2-5-21
11. Kristi Thompson		2959 Clifford Rd	2-5-21
12. Ryan Thompson		2959 Clifford Rd	2-5-21
13. Leslie Lewis		1248 Empress	2-5-21
14. Chelsa White		468 Arvilla Dr.	2-5-21
15. Gina Miller		566 St. J. Hill Rd	2-5-21
16. Eric Cuth		522 Jodi St	2-5-21
17. Erica Guillory		1950 S. Blvd Dr	2-5-21
18. Lionel Gellum		"	2-5-21
19. Nathaniel Todd		1684 Tamara Circle	2-5-21
20. Bruce Lamb		2828 Bryl	2-5-21
21. Brenda Reeves		229 Zinfandel Dr	2-6-21
22. Cody L. Reeves		229 Zinfandel Dr	2-6-21
23. Telise Reeves		1419 Tom-a-Hawk Dr	2-6-21
24. Angela Humphrey		1445 Mohican Dr	2-6-21
25. Michael Humphrey		1445 Mohican Dr	2-6-21
26. Sean Humphrey		1445 Mohican Dr	2-6-21
27. Jacob Humphrey		1445 Mohican Dr	2-6-21
28. Vickie Parker		430 Goose Ferry Rd	2-7-21
29. Tommy Parker		430 Goose Ferry Rd	2-7-21
30. Christy Clark		166 River N. St Rd	2-7-21



**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. Greg Richardson		4836 Cypress Lake Dr	2/5/21
2. Ricky Sullivan		141 Gull Rd	2/5/21
3. Carol Bettis		1815 477 Parish Rd	2/5-21
4. Kerry Fontenot		2282 W Laura Dr	2/5/21
5. Stephen Bellon		2836 Bordeaux Rd	2/5/21
6. Kelly Bellon		2836 Bordeaux Rd	2/5/21
7. Chaudimulden		157 Papina Rd	2-5-21
8. Karen Daigle		3115 Summerwood Dr	2-5-21
9. Lisa Jager		186 N. Road	2-5-21
10. Sara Jolie		755 Misty Ln	2-5-21
11. Christine Bailey		3817 Cyl Ln	2-5-21
12. Claire Bailey		3848 Cyl	2-5-21
13. Jerry Chamber		1481 Robin Rd	2-5-21
14. Renee Lasseigne		1513 Robin Rd	2-5-21
15. Sean Lasseigne		1513 Robin Rd	2-5-21
16. Cristina Cypher		522 Josh St.	2-5-21
17. Eric Cypher		522 Josh St.	2-5-21
18. Michel Bourque		3117 Sam Houston Forest Dr	2-5-21
19. M. D. Oul		2124 Topsy Rd	2-5-21
20. Jessica Oul		2118 Topsy Rd	2-5-21
21. Phil Oul		2124 Topsy Rd	2-5-21
22. Sam Duchyria		1222 W Hwy 171	2-5-21
23. Sheila Chase		3533 Cypresslake	2-5-21
24. Don Chase		3533 Cypresslake	2-5-21
25. S. Hodgson		5394 N. Parkhurst Dr	2-5-21
26. Monica Baumgarten		2176 W Reginald St	2-5-21
27. Manuel Hernandez		1248 Walnut Dr	2-6-21
28. Greg Stragner		1258 Sawnee Dr	2/6/21
29. Ashley Oranski		2448 Crawford Dr	2/6/21
30. Zachary Oranski		2448 Crawford Dr	2/6/21



# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Trey Jolie	Trey Jolie	755 Misty Ln L C 214 70611	2-5-21
2. William Wilcox	William Wilcox	732 Debra Ln L C, LA 70611	2-5-21
3. Tanisha Wilcox	Tanisha Wilcox	732 Debra Ln L C, LA 70611	2-5-21
4. Lara Guidroz	Lara Guidroz	1163 Rue Brooklyn 70611	2-5-21
5. Courtney Storer	Courtney Storer	4810 N Perkins Ferry Rd 70611	2-5-21
6. George Storer	George Storer	4810 N Perkins Ferry Rd 70611	2-5-21
7. Natalie Falke	Natalie Falke	72911 Jontela Ln L C 70611	2/5/21
8. Frida Auloin	Frida Auloin	123 Willow Dr L C 70611	2/5/21
9. Eran Auloin	Eran Auloin		
10. Andrew Auloin	Andrew Auloin		
11. Bryan Auloin	Bryan Auloin		
12. Chad Lewis	Chad Lewis	1248 Empress Dr	2-5-21
13. Falyn Triboulet	Falyn Triboulet	1040 Topsy Rd.	2-5-21
14. Shawn Baumgartner	Shawn Baumgartner	2176 W Raphael St.	2-5-21
15. Chad Dennis	Chad Dennis	2426 Oriole Dr	2/5/21
16. Leslie Trahan	Leslie Trahan	2359 Belfield Rd	2/6/21
17. Jason Richards	Jason Richards	2432 Coker Dr	2-6-21
18. Eric Trahan	Eric Trahan	2359 Belfield Rd	2-6-21
19. Cindy Roberts	Cindy Roberts	1515 Tantara	2-6-21
20. Candace Stracher	Candace Stracher	1326 W. Eagles Nest	2-6-21
21. Melinda Bellard	Melinda Bellard	3014 Jug Says Rd	2-6-21
22. Renee Bailey	Renee Bailey	6135 2 Ave Dr.	2-6-21
23. Krista LeBlanc	Krista LeBlanc	2055 Cherokee Dr.	2-6-21
24. Vicki Dupuis	Vicki Dupuis	4480 Peloguin Rd	2-6-21
25. Dale Dupuis	Dale Dupuis	4480 Peloguin Rd	2-6-21
26. Jennie Busby	Jennie Busby	4481 Peloguin Rd	2-6-21
27. Lee Busby	Lee Busby	4481 Peloguin Rd	2-6-21
28. Marcus L... ..	Marcus L...	540 Morton Rd 70611	2-6-21
29. Elizabeth Laughlin	Elizabeth Laughlin	380 White Oak Dr	2-6-21
30. Heidi Hernandez	Heidi Hernandez	1248 Walnut Dr	2-6-21



# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Sue Bennett	<i>Sue Bennett</i>	1874 Polytarce Rd L.C. LA 70611	2-5-2021
2. Mallon, Dennis	<i>Mallon Dennis</i>	2126 Grace Dr #70011 Lake Charles LA 70601	2-5-2021
3. TERESA VINES	<i>Teresa Vines</i>	8830 N. Maple Rd LA 70611	2-5-2021
4. Donald Vines	<i>Donald Vines</i>	8830 N. Maple Rd LAKE CHARLES 70611	2-5-2021
5. KELLE FENNER	<i>Kelle Fenner</i>	985 COOLEY RD L.C. 70611	2-5-21
6. Andrea Harvey	<i>Andrea Harvey</i>	632 Theriot Rd. L.C. 70611	2/5/21
7. Terry Harvey	<i>Terry Harvey</i>	632 Theriot Rd. L.C. 70611	2/5/21
8. Laura Partin	<i>L Partin</i>	825 Birdnest Rd	2-5-21
9. Ryan Partin	<i>Ryan Partin</i>	825 Birdnest Rd	2-5-21
10. Ricky Partin	<i>Ricky Partin</i>	480 Beachwood Rd	2-5-21
11. Suzanne Partin	<i>Suzanne Partin</i>	480 Beachwood Rd	2-5-21
12. Mary Jane Sears	<i>Mary Jane Sears</i>	662 Theriot Rd. L.C. 70611	2-5-21
13. Sarah Shewell	<i>Sarah Shewell</i>	905 Hampton Ct 70611	2-5-21
14. Glen Shubert	<i>Glen Shubert</i>	2441 W. Water Ln	2-5-21
15. Ernie Shubert	<i>Ernie Shubert</i>	2304 Quail Ridge Dr	2-5-21
16. Dave Dow	<i>Dave Dow</i>	4167 Hickman Ln	2/5/21
17. Dennis Davis	<i>Dennis Davis</i>	4182 Hickman Ln	2/5/21
18. Jay Reyes	<i>Jay Reyes</i>	1767 S. Babel Dr.	2-5-21
19. Lisa Theriot	<i>Lisa Theriot</i>	760 Misty Ln	2-5-21
20. Hank Theriot	<i>Hank Theriot</i>	760 Misty Ln	2-5-21
21. Tracy Theriot	<i>Tracy Theriot</i>	1749 N. Hamel	2-5-21
22. Chris Theriot	<i>Chris Theriot</i>	760 Misty Ln	2-5-21
23. John Roofman	<i>John Roofman</i>	321 Eastman Dr	2-5-21
24. Cyndi Mire	<i>Cyndi Mire</i>	1380 Pin Oak Dr. LC	2-5-21
25. Gary Mire	<i>Gary Mire</i>	1380 Pin Oak Dr. LC	2-5-21
26. Jada Mire	<i>Jada Mire</i>	910 Green Rd. Apt. #1 LC	2-5-21
27. Ashleigh Schultz	<i>Ashleigh Schultz</i>	630 S. Tillie Ln. LA 70611	2-5-21
28. Chad Schultz	<i>Chad Schultz</i>	630 S. Tillie Ln. LA 70611	2-5-21
29. Brandon Pitt	<i>Brandon Pitt</i>	4158 Perfection Ln	2-5-21
30. Justin Dupleon	<i>Justin Dupleon</i>	1874 Polytarce 70611	2-5-24



**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. Kevin Menard	Kevin Menard	756 Augustine Rd LC	2-3-21
2. Shane Menard	Shane Menard	756 Augustine Rd 70611	2-3-21
3. Stanky Chapman	Stanley Chapman	5411 Maple Reeves Rd. 70611	2-4-21
4. Rebecca Manuel	Rebecca Manuel	908 Magnolia Dr 70611	2-25-21
5. Kim DuBose	Kim DuBose	1501 Cameron Ct 70611	2-25-21
6. Charlie DuBose	Charlie DuBose	1501 Cameron Ct 70611	2-25-21
7. Ashley Archie	Ashley Archie	1501 Cameron Ct 70611	2-25-21
8. Shane Manuel	Shane Manuel	908 Magnolia Dr 70611	2-25-21
9. Connor Manuel	Connor Manuel	908 Magnolia Dr 70611	2-25-21
10. Sarah Schenider	Sarah Schenider	2800 Cossey Farms Rd	2-25-21
11. Ethan Schenider	Ethan Schenider	2800 Cossey Farms Rd	2-25-21
12. Robin Marcantel	Robin Marcantel	2800 Cossey Farms Rd	2-25-21
13. Sandra Marcantel	Sandra Marcantel	2800 Cossey Farms Rd	2-25-21
14. Shelby Manuel	Shelby Manuel	119 Silvia Ln 70611	2-25-21
15. Chris Russell	Chris Russell	3117 Paul White Rd LC 70611	2-25-21
16. Derek McInnis	Derek McInnis	3117 Paul White Rd LC 70611	2-25-21
17. Casey Leonard	Casey Leonard	337 Cedar Ln LC LA 70611	2-25-21
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# Petition To Name the New Sam Houston High School Gymnasium the Anne Hance Guidry Memorial Gymnasium

Printed Name	Signature	Address	Date
1. Andrea Adcock	Andrea Adcock	1021 Wedgewood	2-21-21
2. Chuck Adcock	Chuck Adcock	1021 Wedgewood	2-21-21
3. Angela Trahan	Angela Trahan	1021 Wedgewood	2-21-21
4. Ginny Farquhar	Ginny Farquhar	1021 Wedgewood	2-21-21
5. Alex D. Gomez	Alex D. Gomez	1021 Wedgewood	2-21-21
6. Alexis Lafanette	Alexis Lafanette	1580 Siouxon dr	2/24/21
7. LARRY HUBER	Larry Huber	671 CONCORD DR.	2/21/21
8. Josh Lawrie	Josh Lawrie	4101 Bertie Ann	2/24/21
9. Sherry Vidrine	Sherry Vidrine	775 Apache Dr	2/24/21
10. Aric Monton	Aric Monton	2465 Topsy Rd	2/24/21
11. Donna McKnight	Donna McKnight	796 Apache Dr	2/24/21
12. Greg Vidrine	Greg Vidrine	785 Apache Dr	2/24/21
13. Zachary Smith	Zach Smith	475 N Perkins Ferry	2/25/21
14. Ryan Chaney	Ryan Chaney	475 N Perkins Ferry	2/25/21
15. Dy Lan Chaney	Dy Lan Chaney	475 N Perkins Ferry	2/25/21
16. Katie Pennerscheidt	Katie Pennerscheidt	372 Santa Anna Drive	2/25/21
17. Judy M. Cullough	Judy M. Cullough	701 Santa Anna Dr.	2/24/21
18. Randy M. Cullough	Randy M. Cullough	701 Santa Anna Dr LC	2/24/21
19. <del>Donna Smith</del>	<del>Donna Smith</del>	<del>475 N Perkins Ferry</del>	<del>2/24/21</del>
20. C. J. Annenels	C. J. Annenels	382 Abia Ln AC	2/25/21
21. Jeanene Conley	Jeanene Conley	235 Santa Anna Dr, LC	2/25/21
22. John Conley, Jr	John Conley, Jr	235 Santa Anna Dr, LC	2/25/21
23. C. J. CONRAD	C. J. Conrad	1331 S RUSSELL DR 7611	2/25/21
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30. Bobby Guidry	Bobby Guidry	372 Santa Anna Dr	2/25/21



**Petition To Name the New Sam Houston High School  
Gymnasium the Anne Hance Guidry Memorial Gymnasium**

Printed Name	Signature	Address	Date
1. Dillon Conrad	Dillon Conrad	2582 E Robinwood Dr	2-6-21
2. Hollie Naum	Hollie Naum	4102 Camryn Rd	2-6-21
3. Christian Kelley	Christian Kelley	2890 White Rose Ln	2-6-21
4. Chad Huber	Chad Huber	292 Andrew M Rd	2-8-21
5. Sonia Lockhart	Sonia Lockhart	826 Hampton Avenue	2-8-21
6. Sarah Turner Mace	Sarah Turner Mace	2095 Orleans Run Dr	2-10-21
7. Shelly Tyler	Shelly H Tyler	1716 N Woodland Fork	2-10-21
8. Toni Stant	Toni Stant	567 Concord Dr	2-10-21
9. Lorita Reeds	Lorita Reeds	679 Bellview Dr LC	2-10-21
10. Lacie Cox	Lacie Cox	1634 Deerfield Dr	2/11/21
11. Clark Cox	Clark Cox	1634 Deerfield Dr	2/11/21
12. Janet Dickson	Janet Dickson	923 Herble Ln	2/23/21
13. Brandie Arant	Brandie Arant	2770 Lusk Rd 70611	2/24/21
14. Vernon Thibodeaux	Vernon Thibodeaux	3545 E. Leavinswood	2/24/21
15. Donna McKnight	Donna McKnight	796 Apache Dr.	2/25/21
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**ITEM. 4.B.**

**Teachers of the Year**

Lauren LeBato—Barbe High

Lauren Chatman – S.P. Arnett Middle

Ashbrooke Gotreau—College Oaks Elementary

**ITEM 4. C.**

**Adisyn Estes**

**11<sup>th</sup> Grade/Sam Houston High School**

**2020 Congressional Art Competition Winner**

**3<sup>rd</sup> Congressional District, Congressman Clay Higgins**



**ITEM. 8. A.**

**MINUTES  
BUDGET/FISCAL MANAGEMENT COMMITTEE MEETING  
March 23, 2021**

The Calcasieu Parish School Board Budget/Fiscal Management Committee met at 5:00 p.m., Monday, March 23, 2021, in the Board Room, 3310 Broad Street, Lake Charles, Louisiana. The prayer and pledge were led by Desmond Wallace. A quorum was present.

Present: Annette Ballard - Chair, committee members Desmond Wallace, Russell Castille, Mack Dellafosse, John Duhon, Glenda Gay, Damon Hardesty, Fred Hardy, Dean Roberts, Alvin Smith, Eric Tarver, and Wilfred Bourne - Secretary. Other Board member present was Billy Breaux.

Absent: Bliss Bujard and Aaron Natali

Mrs. Ballard called the meeting to order.

Mr. Bourne presented the first item on the agenda - 2020-2021 General Fund Budget revision #1 includes Revenues and Other Sources of Funds of \$331,398,998, an decrease of \$231,699, and Expenditures and Other Uses of Funds of \$361,160,327, an increase of \$22,674,458, over the original budget. General Fund budget revision #1 projects a current deficit of \$29,761,329 resulting in an unassigned fund balance of \$1,821,536 or 0.55% of projected revenues.

On a motion by Mr. Roberts seconded by Mr. Duhon it was recommended that General Fund Budget Revision #1 for 2020-2021 be approved as presented. The motion passed.

Next, Mr. Bourne presented a current Hurricane Spending Report. At this point, the total cost of remediation and permanent repairs is estimated to be \$386,207,615. Payment from our insurance policy limits of \$40 million leaves \$346,207,615 to be covered by CPSB and FEMA. FEMA has declared the first thirty days to be reimbursable at 100% of eligible costs and then 90%-FEMA, 10%-CPSB after that. CPSB's cost share is estimated to be \$26,805,499. CPSB has incurred two loans; 1<sup>st</sup> for \$35,000,000 with semi-annual interest only payments for 5 years and a balloon payment of the principal at the end of year 5. It can be paid off after January 2022. The 2<sup>nd</sup> for \$40,000,000 is structured as a 10-year loan with principal and interest payments and the option to pay off the outstanding balance after year 5.

Interest costs for those two loans will total \$7,711,081 if not paid early. The total potential out of pocket cost by the CPSB totals \$42,552,808 due to ineligible costs, cost share, and loan financing costs.

Also discussed were general FEMA claim procedural steps. There will be nearly 100 Project Worksheets submitted for reimbursement. The firm of I.C.F. has been engaged to handle that process. This was for information only and did not require a motion for action.

Next, Mr. Bourne presented a current update on the status of Pod Project #11. Four of the Pods are completed, Moss Bluff Elementary is 90% completed and Moss Bluff Middle is 75% completed. Both Pods should be ready for occupancy by fall. This was for information only and did not require a motion for action.

The next item presented was school audits. Mr. Foster, Internal Auditing Director, briefly discussed several school audits and recommended that the following audits be approved: School Audits for S.P. Arnett Middle, Bell City High, J.D. Clifton Elementary, DeQuincy Elementary, DeQuincy High, Gillis Elementary, Iowa High, J.J. Johnson Elementary, M.J. Kaufman Elementary, Sulphur High, Sulphur 9<sup>th</sup> Grade Campus, Vinton High, Vinton Middle, Washington Marion Magnet High, J.I. Watson Elementary, and Westlake High. Except for Sulphur High and Westlake High, there were no significant deficiencies noted during the reviews. The Sulphur and Westlake significant deficiencies and related school responses were provided to the Committee in a separate report.

On motion by Mr. Breaux, seconded by Mr. Castille, the School Audits were approved as presented.

Mr. Bourne then discussed and answered questions for the fiscal year 2020 per pupil expenditure analysis for the General Fund. This was presented as information only and did not require any action.

There being no further business to discuss, on motion by Mr. Tarver and seconded Mr. Smith, the committee adjourned the meeting at 5:47 p.m.

Wilfred Bourne  
Secretary



**STATE OF LOUISIANA**

**PARISH OF CALCASIEU**

**AGREEMENT**

**BE IT KNOWN** that on the dates set forth herein, and in the presence of the competent witnesses herein named and undersigned, personally came and appeared:

**CALCASIEU PARISH SCHOOL BOARD** (sometimes hereinafter referred to as "CPSB" or "School Board"), a political subdivision of the State of Louisiana and the governing authority of the Calcasieu Parish School System, herein represented by its Superintendent, Karl Bruchhaus,

and

**BIG BROTHERS BIG SISTERS OF SOUTHWEST LOUISIANA, INC.** (sometimes hereinafter referred to as "Big Brothers Big Sisters" or "BBBS"), a Louisiana nonprofit corporation authorized to do and doing business in the State of Louisiana, herein represented by its duly authorized Executive Director, Erin Davison,

who, pursuant to the authority granted by the Constitution and laws of the State of Louisiana, including but not limited to Article VII, § 14 of the Louisiana Constitution of 1974, and La. R.S. 17:81, hereby state:

**WHEREAS**, Big Brothers Big Sisters sponsors community based and school based programs which provide mentoring services to children ages six (6) through eighteen (18), and work to develop relationships with children which have a lasting effect on their lives; and

**WHEREAS**, Big Brothers Big Sisters has requested that the School Board's Special Services Department furnish direct referrals of its students to Big Brothers Big Sisters which will provide virtual mentoring for students who need a Big Brother or Big Sister; and

**WHEREAS**, the Calcasieu Parish School Board wishes to permit students to receive assistance and services from Big Brothers Big Sisters.

**THEREFORE**, the parties agree as follows:

**I.**

**SUBJECT OF THIS AGREEMENT**

This Agreement pertains to cooperation between the Calcasieu Parish School Board and Big Brothers Big Sisters of Southwest Louisiana, Inc. in the creation of a virtual mentoring program ("Program") for students referred by CPSB's Special Services Department.

**II.**

**PUBLIC PURPOSE OF THIS AGREEMENT**

CPSB and BBBS recognize the value to public school students of collaboration in the provision of mentoring services and of one-on-one mentoring relationships with students (the "Program"), helping those who are struggling academically, socially, personally, and/or behaviorally. It is the purpose of this Agreement to further assist Calcasieu Parish school system special-needs students by providing to them access to the assistance of mentors sponsored by BBBS.

**III.**

**AGREEMENTS, STIPULATIONS, AND UNDERTAKINGS OF  
BIG BROTHERS BIG SISTERS OF SOUTHWEST LOUISIANA, INC.**

**A.**

Big Brothers Big Sisters will provide specially trained volunteer mentors who will assist elementary special service virtual students who are struggling academically, socially, personally, and/or behaviorally, and will match Volunteer Mentors with students referred by CPSB.

**B.**

The number of Volunteer Mentors, the schools which they will serve, their hours of volunteer service and students with whom they will work will be determined by agreement between the Superintendent of the School Board and the Executive Director of Big Brothers Big Sisters. It is estimated the Program will enroll no fewer than fifteen (15) students ages six (6) through eighteen (18).



C.

Trained Volunteer Mentors will work with students in virtual settings using the CPSB's virtual platform. BBBS will provide orientation/in-service to school site staff prior to placement of Volunteer Mentors, and at other appropriate times.

D.

Each Volunteer Mentor will work in a one-on-one virtual mentoring program at least once per week for twenty (20) to thirty (30) minutes on educational success, emotional integrity, and other identified needs, with the goals of:

1. Improving student personal growth and educational success;
2. Retention of students in school and prevention of "dropping out";
3. Lessening risk factors for delinquency;
4. Promoting healthy positive relationships and emotional integrity;
5. Developing a sense of self-esteem;
6. Promoting awareness of risky behaviors; and
7. Exploring pre-career possibilities.

Outcomes will be measured by surveys and inventories administered by BBBS.

E.

BBBS further agrees:

1. To recruit, interview, enroll, and train Volunteer Mentors;
2. To perform multi-layer background checks, comprised of at least three federally regulated background checks, as well as other public domain searches and safety vetting practices, and

other background checks on all prospective Volunteer Mentors prior to their work with CPSB students;

3. To provide names of prospective Volunteer Mentors to CPSB for review and input prior to placement;
4. Obtain referral of students from CPSB's Special Services Department;
5. Obtain written parental consent for:
  - a. CPSB to share with BBBS student personally identifiable information and education/discipline records, and for BBBS to likewise share student/parent information with CPSB;
  - b. CPSB and/or BBBS to record audio and/or video mentoring sessions, and to share such records with each other; and
  - c. Participation of enrolled students in surveys, inventories, and questionnaires. Parents shall be provided written copies of these documents prior to distribution to students.
6. To the extent applicable to BBBS' activities pursuant to this Agreement, comply with the notice and consent requirements of the Protection of Pupil Rights Amendments, Family Educational Rights and Privacy Act, La. R.S. 17:235.1, 17:355, 17:406.9, and 17:3914;
7. Prepare a Youth Outcome Development Plan, Outcome Surveys, and Inventories to monitor student progress and share such information with CPSB;
8. Obtain consent of all Volunteer Mentors to audio/video recording of their interactions with students;
9. Monitor and report student attendance to CPSB;
10. Establish safety and reporting protocols to protect students, BBBS, CPSB staff, and the public with respect to Volunteer Mentors' activities and communications, student threats, bullying, harassment, abuse, and other harmful behavior/communications regarding students;



11. Perform assessments of student needs and share this information with CPSB;
12. Promptly report to CPSB evidence of child abuse or neglect, harassment, bullying, or threats directed to or made by the students enrolled in the Program;
13. Be responsible for management and fiscal control of the program; and
14. Agrees that CPSB is not required to financially support BBBS as a condition for receipt of volunteer services.

**IV.**  
**AGREEMENTS, STIPULATIONS, AND UNDERTAKINGS OF**  
**CALCASIEU PARISH SCHOOL BOARD**

The Calcasieu Parish School Board agrees to:

1. Provide BBBS with access to CPSB's virtual education platform;
2. Work with BBBS to identify, enroll, and match with Volunteer Mentors students who are at-risk and who need academic and personal mentoring;
3. Work with BBBS to convert the virtual-students to in-person one-on-one mentoring at school sites when health, safety, and facility availability so permit;
4. Identify and make recommendations to BBBS regarding student needs, and provide Volunteer Mentors with suggestions regarding educational activities and school work which utilize Volunteer Mentors' skills and training;
5. Provide BBBS access to Blackboard and its successor virtual education platform;
6. Provide means by which all mentoring sessions and other student contact using the CPSB provided virtual education platform may be audio/video recorded, and allow BBBS access to such recordings for youth safety checks, staff training/coaching, determining effectiveness of mentoring sessions, or other similar needs;
7. Provide supervision of Volunteer Mentors during virtual mentoring sessions using CPSB's

virtual education platforms and break out educational rooms;

8. Not make requests for or receive compensation from or pay compensation to BBBS Volunteer Mentors. BBBS Volunteer Mentors are not allowed to receive compensation for services from CPSB, nor will BBBS Volunteer Mentors receive a fee for service from the students, their legal guardians or members of their family, or friends;
9. Not request, assign, or permit BBBS Volunteer Mentors to give religious instruction, conduct worship services, or engage in proselytization as part of their duties;
10. Not allow, permit or assign BBBS Volunteer Mentors to engage in, any of the following activities, to the extent they are prohibited in the applicable Program regulations: Election activities, voter registration, voter transportation to polls, or efforts to influence legislation;
11. Not request, assign, or permit BBBS Volunteer Mentors to engage in sectarian or political activities or instruction;
12. Not request, assign, or permit BBBS Volunteer Mentors to engage in any activity which would otherwise be fully performed by a CPSB employed worker or which would supplant the hiring of, or result in the displacement of employed workers or impair existing contracts for services;
13. Actively comply with provisions of Title VI of the Civil Rights Act of 1964, and that it will not discriminate against BBBS Volunteer Mentors or in the operation of its Program on the basis of race, color, national origin, including individuals with limited English proficiency, sex, age, political affiliation, religion, or on the basis of disability;
14. Will maintain the Program and activities to which BBBS Volunteer Mentors are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodations to allow persons with disabilities to participate in the Program and activities;
15. Designate a coordinator to serve as a liaison with BBBS; and
16. Provide school site written policies and procedures.



**V.**  
**ADDITIONAL AGREEMENTS**

CPSB retains the right to determine the students with whom BBBS Volunteer Mentors will work, along with the dates, times, number of Volunteer Mentors, and locations at which the volunteer services may be provided. Further, the School Board maintains the right to determine the educational content and methodology of the instruction to be received by Calcasieu Parish school students. Should any issues arise regarding the acts or omissions of BBBS Volunteer Mentors, the School Board agrees to contact Big Brothers Big Sisters regarding the same, but reserves the right to determine who shall be permitted to access Calcasieu Parish School Board properties and students.

**VI.**  
**TERM OF AGREEMENT**

This Agreement is made effective the 1<sup>st</sup> day of April 2021, and will terminate on May 31, 2022, unless terminated earlier with or without cause by thirty (30) day advance written notice by either party. The term hereof may be extended by mutual agreement of the President of Big Brothers Big Sisters of Southwest Louisiana, Inc. and the Superintendent of the Calcasieu Parish School Board. Any such extension shall be in writing signed by both parties, and no extension shall be for a term which exceeds one year.

**VII.**  
**RESPONSIBILITY, EMPLOYMENT, INSURANCE AND INDEMNITY**

**A.**

Big Brothers Big Sisters shall be responsible for supervision and performance of the work of Volunteer Mentors, and that of Big Brothers Big Sisters agents, officers, employees, directors and contractors, for their control, direction, safety, omissions, and acts in the performance of the work provided in this Agreement, for the payment of wages, benefits, taxes and charges with respect to their work which is the subject of this Agreement, and shall hold harmless and indemnify the Calcasieu Parish School Board with to the extent of liability which arises from their acts and omissions. BBBS shall provide its own workers' compensation insurance regarding its employees and for Volunteer Mentors, to the extent the Volunteer Mentors mentioned herein are considered employees of BBBS, and shall provide general liability and automobile liability insurance which covers the acts and omissions of the BBBS officers, employees, agents, directors, contractors, and volunteers, in the performance of the terms of this Agreement. Such coverage shall have such limits as may be approved by the Calcasieu Parish School Board Risk Manager which limits shall

not exceed those of the School Board's self-insured/insurance program for similar coverage. BBBS general liability and automobile liability insurance shall name the Calcasieu Parish School Board as an additional insured with respect to the performance of the terms of this Agreement. BBBS shall hold harmless, defend, and indemnify Calcasieu Parish School Board from all liability, arising from the acts and omissions of its officers, employees, agents, directors, contractors, and volunteers in the performance of the terms of this Agreement, and shall waive subrogation regarding claims which might otherwise be made against the School Board.

B.

Calcasieu Parish School Board shall be responsible for supervision and performance of the work of its agents, officers, employees, directors, and contractors, for their control, direction, safety, omissions, and acts in the performance of this Agreement, for the payment of wages, benefits, taxes, and charges with respect to their work which is the subject of this Agreement, and shall hold harmless and indemnify the Big Brothers Big Sisters of Southwest Louisiana, Inc. to the extent of liability which arises from their acts and omissions.

C.

The parties hereto recognize that the School Board is receiving the benefit of educational services provided by Big Brothers/Big Sisters through the Volunteer Mentor Program, and, thus, for purposes of La. R.S. 23:1061 and to the extent that Volunteer Mentors are the employees of BBBS, CPSB is the statutory employer of the employees of Big Brothers/Big Sisters who are assigned to work as Volunteer Mentors at Calcasieu Parish public schools or through CPSB virtual instruction media.

**VIII.**

**GENERAL CONSIDERATIONS**

A.

Independent Contractor Status

BBBS shall at all times remain an independent contractor with respect to the services performed pursuant to this Agreement. CPSB shall not be responsible for payment of unemployment compensation, FICA, retirement, life, and/or medical insurance, or any insurance with respect to the work being performed by BBBS.



B.

Choice of Law

The parties agree that this contract is made pursuant to the laws of the State of Louisiana and shall be governed by, construed and enforced, in its entirety, in accordance with the laws of the State of Louisiana, without regard to conflicts or choice of laws principles thereof. The parties irrevocably hereby agree and consent to the jurisdiction of the courts of the State of Louisiana over them and any disputes arising hereunder. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 14<sup>th</sup> Judicial District Court sitting in and for the Parish of Calcasieu, State of Louisiana.

C.

Severability

In the event that any clause or provision of this Agreement shall, for any reason, be deemed illegal, invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

D.

Execution and Agreement

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, memoranda of understandings or contracts, either written or oral. This contract may be amended but only by a written instrument signed by all parties.

E.

Assignment

BBBS may not assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder without the prior written consent of CPSB.

F.  
Waiver

Waiver by one party hereto of breach of any provisions of this Agreement by the other shall not operate or be construed as a continuing waiver, nor shall it be construed as a waiver of any other provision of this Agreement.

G.  
Headings

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

H.  
No Authorship Presumptions

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

I.  
Addresses of Notices and Communications

All notices between BBBS and CPSB provided for pursuant to this Agreement shall be in writing. The name and address of BBBS's representative is:

Erin Davison, Executive Director  
Big Brothers Big Sisters of Southwest Louisiana, Inc.  
4135 Common Street  
Lake Charles, Louisiana 70607



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

Karl Bruchhaus  
Superintendent  
3310 Broad Street  
Lake Charles, Louisiana 70615

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

J.

Non-Discrimination Clause

The parties hereto agree to abide by the requirements of the following as applicable:

Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.

BBBS and CPSB agree not to discriminate in their employment practices and in the execution of their rights under this Agreement.

K.

No Personal Liability of Individual Representative

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any juridical entity in his/her individual capacity, and neither the officers, employees, agents, officials, or trustees of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

L.  
Nepotism

No person shall be selected for Program staff that is related by blood or marriage to other Program staff, sponsor staff or officers, or members of the sponsor Board of Directors.

M.  
No Third Party Beneficiary

This Agreement is neither intended to nor does it create any rights, claims, or causes of action in favor of any person other than the parties to this Agreement.

I certify that my agency or organization meets the definition of public agency or private non-profit organization.

**THUS DONE AND SIGNED** in duplicate originals at Lake Charles, Louisiana, on this \_\_\_\_\_ day of 2021, before the undersigned competent witnesses.

**WITNESSES:**

**CALCASIEU PARISH SCHOOL BOARD**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
**By: KARL BRUCHHAUS, Superintendent**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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**THUS DONE**      **AND SIGNED** in duplicate originals at \_\_\_\_\_,  
Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before the undersigned  
competent witnesses.

WITNESSES:

**BIG BROTHERS/BIG SISTERS OF  
SOUTHWEST LOUISIANA, INC**

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
**By: ERIN DAVISON, Executive Director**

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION**

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this 13th day of April,  
2021.

ATTEST:  
Title:

Name:  
Title:



**CERTIFICATE**

I, the undersigned, hereby certify that the foregoing is a true and correct copy of a Resolution adopted on April 13, 2021 by the governing authority of Calcasieu Parish School Board, State of Louisiana, at a meeting thereof regularly convened and after proper notice thereof having been given, and I further certified that the same remains in full force and effect.

THUS DONE AND SIGNED, THIS 13th DAY OF  
April, 2021.

\_\_\_\_\_  
Title:

## ITEM 9.C.

TO: Board Members  
FROM: Wilfred Bourne  
SUBJECT: Auction  
DATE: April 13<sup>th</sup>, 2021

An auction of surplus property will be held at the Burton Coliseum on Friday and Saturday, May 7<sup>th</sup> & May 8<sup>th</sup>. Pederson & Pederson Auctions, Inc. will conduct the auction that will also include items from many other entities. Staff is still compiling the list of surplus items that will be in the auction. We will e-mail the list to all Board Members when complete or will have it for view at the April board meeting.

Staff recommendation: Declare listed items as surplus and authorize the items to be sold at auction May 7<sup>th</sup> & 8<sup>th</sup>.



**ITEM 9.D.**

To: Karl Bruchhaus, Superintendent  
From: Maureen Kelly, Grants Supervisor  
CC: Mary Fontenot, Charles Sellers, Robert Barrentine, Wil Bourne  
Subject: DERA Bus Rebate – APP 2 Funding

March 30, 2021

**Grant Title:** Environmental Protection Agency's (EPA) 2020 Diesel Emissions Reduction Act (DERA) School Bus Rebates

**Funding Authority:** United States Environmental Protection Agency

**Grant Amount:** Maximum of \$200,000; scrap and replace 10 bus(es)

**Grant Period:** The deadline for submitting purchase order to EPA is extended to **July 7, 2021.**

The deadline for submitting scrappage letter, scrappage photos, new bus invoice, new bus proof of delivery, and Payment Request Form is extended to **December 7, 2021.**

## **ITEM 9.E.**

Hurricane repair bids will be opening almost daily over the next several months. Since our Board meets once per month, staff is asking for permission for the following process to move the projects forward as quickly as possible:

- Superintendent awards project to lowest responsible bidder immediately upon confirmation of architect and project manager.
- Standing monthly agenda item for Board to ratify, approve, and confirm the award of the contract for the permanent record; each project will be listed.



**ITEM. 9.F.**

**Memorandum**

**To:** Board Members  
**From:** Karl Bruchhaus, Superintendent  
**Date:** April 13, 2021  
**Subject:** Student Dress Code

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**Staff Recommendation:** Authorize return to official Student Dress Code as listed in Board Policy and Student Code of Conduct effective for the 2021-2022 school year.

## STUDENT DRESS CODE

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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-





# Dress Code Expectations

he 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.

he 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.
- Face 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 personal 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.
- Face 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, as 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, 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 skirts 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.
- 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.
- Appropriate shoes must be worn at all times. Flip Flops are not allowed. Sandals are not allowed in elementary grades.
- Acceptable footwear for classroom is limited to include sweater, sweatshirt, and light jacket. During class time, jackets are to remain open, not zipped or buttoned. Colors for classroom footwear include khaki, navy blue, hunter green and white. No emblem, logo, or decoration is allowed on classroom footwear. The uniform shirt must be worn under footwear.
- 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.
- No headwear shall be worn on campus with the exception of knit caps in extremely cold weather.
- Wearing dress or attire signifying gang affiliations is strictly prohibited on campus and at school-related activities.
- 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.**



## ITEMS 10. A-F

### **BID REPORTS:**

**BID 2022-01 – JANITORIAL SUPPLIES** was opened on February 24, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

A+ CHEMICAL  
CINTAS  
DRAGO SUPPLY  
ECONOMICAL JANITORIAL  
UNIPAK

BID RESULTS AS FOLLOWS:

A+ CHEMICAL	\$ 96,472.56
ECONOMICAL JANITORIAL	\$ 21,934.47
GENESIS	\$ 8,628.48
MOTION INDUSTRIES	\$ 317.94
HITOUCH	\$ 253.20
HOME DEPOT	\$ 5,520.94
INTERBOTO	\$ 1,361.04
PYRAMID	\$ 1,401.20
SAM TELL	\$ 149.40
SCHNEIDER PAPER	\$ 2,200.00
TOTAL	\$138,239.23

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

**BID 2022-04 – PRE-PACKAGED SCHOOL SUPPLIES – MCKINNEY VENTO** was opened on February 24, 2021 @ 11:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

EDUCATIONAL PRODUCTS INC  
POSITIVE PROMOTIONS  
SCHOOL SPECIALTY  
TEACHERS PET

BID RESULTS AS FOLLOWS:

PRE-K – 2 <sup>ND</sup> GRADE	EDUCATIONAL PRODUCTS INC
3 <sup>RD</sup> – 5 <sup>TH</sup> GRADE	EDUCATIONAL PRODUCTS INC
MIDDLE & HIGH SCHOOL	TEACHERS PET
BACKPACKS	HITOUCH
KINDER MATS	EDUCATIONAL PRODUCTS INC
CHAIR BACKS	HITOUCH

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

**BID 2022-05 – SCHOOL UNIFORMS – MCKINNEY VENTO** was opened on February 24, 2021 @ 11:30 A.M.

BIDS WERE SENT TO THE FOLLOWING:

EDUCATIONAL PRODUCTS INC  
JUST PRINT IT  
POSITIVE PROMOTIONS  
SCHOOL UNIFORM SALE  
SURPLUS UNIFORMS  
UNIFORMITY LAFAYETTE  
WHOLESALE SCHOOLWEAR

BID RESULTS AS FOLLOWS:

POLOS	EPI
JACKETS	EPI & BACKPACK GEAR
PANTS	EPI, BACKPACK GEAR & WHOLESALE
SHORTS	EPI & WHOLESALE
PE UNIFORMS	EPI
BELTS	EE-DEE

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

**BID 2022-06 – GRASS CUTTING SERVICES** was opened on March 16, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

FRANKS LAWN CARE  
GENO DELAFOSSE  
LANDSCAPE MANAGEMENT  
LOE DESIGN  
PREMIER LAWN PROPERTY  
SMITH'S LAWN SERVICES  
SOUTHERN STYLE SWLA  
TITAN SALES  
WILSON CLAYTON

BID RESULTS AS FOLLOWS:

GROUPS 1, 2, 5 & 6	SMITHS LAWN SERVICES
GROUP 7	GENO DELAFOSSE
GROUPS 3, 4, 8, 9, & 11	SOUTHERN STYLE SWLA

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

**BID 2022-10 - FIRE ALARM INSPECTIONS** was opened on March 18, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

ALLIED SYSTEMS  
FIRE & SAFETY  
LOUISIANA SPECIAL SYSTEMS  
SYLVAN SPECIAL SYSTEMS

BID RESULTS AS FOLLOWS:

ALLIED SYSTEMS	\$44,820.00 *
FIRE & SAFETY	\$94,157.00



SYLVAN

\$48,060.00

THE STAFF RECOMMENDS AWARDING ALLIED SYSTEMS AS THE LOWEST RESPONSIBLE RESPONSIVE BIDDER.

**RFP 2022-12 – SECURITY GUARD SERVICES** was opened on March 17, 2021 @ 10:00 A.M.

BIDS WERE SENT TO THE FOLLOWING:

LOFTON SECURITY  
PHASE 4 SECURITY  
VINSON GUARD SERVICES

BID RESULTS AS FOLLOWS:

HOURLY BILLING RATE:

FORCE 1 PROTECTION	\$18.25
GULF COAST SECURITY	\$13.00
LOFTON SECURITY	\$12.96 *
MACCABEES SECURITY	\$13.00
NATIONAL	\$12.49
VEROZ LLC	\$16.99
VETS SECURING AMERICA	\$19.91

THE STAFF RECOMMENDS AWARDING LOFTON AS THE MOST RESPONSIBLE RESPONSIVE BIDDER. AFTER REVIEWING ALL SUBMITTALS, LOFTON OFFERED THE BEST EMPLOYEE RETENTION PROGRAM AS WELL AS BEING OUR SECURITY SUPPLIER SINCE 2013

BID REPORT

ITEM 10.G.

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

DATE: 7-Apr-21

DESCRIPTION:

Gillis Elementary -Improvements- Phase 111 Six Classroom Wing ( Pod) & Restroom Addition

FUNDS: School District #3 Sales Tax Fund

BID NUMBER: 2021-07PC

DESIGNER: Moss Architects , Inc.

CONTRACTOR	BASE BID	ALT. # 1	ALT.#2	ALT. #3
Gunter Construction, Inc.	No Bid			
John D. Myers & Assoc.,Inc.	\$1,748,400.00	\$24,400.00	\$78,000.00	
K & j Development of SWLA LLC	\$1,770,000.00	\$45,000.00	\$77,000.00	
Miller & Assoc., Inc.	\$1,683,000.00	\$31,100.00	\$65,000.00	
Pat Williams Construction LLC	No bid			
Keiland Construction	\$1,697,000.00	\$52,000.00	\$75,000.00	
Dunhill Development (Central Auction House )	\$1,750,000.00	\$61,000.00	\$70,000.00	

The Committee recommends award of the contract to: Miller & Associates, Inc.

One Million Seven Hundred Seventy -Nine Thousand One Hundred Dollars and No/100

Base Bid and Alternate #1 in the amount of : \$ 1,779,100.00

as the lowest qualified bidder meeting specifications.

DESCRIPTION OF ALTERNATES:

Alt.#1

Provide new concrete walkway with cover where indicated on plans

Alt #2

Provide additional campus wide security alarm upgrade



## ITEM. 11.A.

### Memorandum

**To:** Board Members

**From:** Karl Bruchhaus, Superintendent

**Date:** April 13, 2021

**Subject:** RFP for Disaster Recovery Services

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While we are in the midst of the recovery process for Hurricanes Laura and Delta, we must also plan for the upcoming hurricane season that begins in a few months. FEMA requires that all procurements are reasonable and competitive. Staff is requesting permission to issue requests for proposals for:

Disaster Response, Mitigation, and Recovery Services

Other consulting as needed:

- Grants Managers (FEMA)
- Project Managers
- Architects/Engineers

## ITEM. 11.B.

### Memorandum

**To:** Board Members

**From:** Karl Bruchhaus, Superintendent

**Date:** April 13, 2021

**Subject:** Request for Proposals

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1. Staff is requesting permission to advertise for proposals for “Full-Service HVAC Mechanical Systems and DDC Controls Maintenance, Repair, Preventive Maintenance, Chemical Treatment, Filter Replacement, and Coil Cleaning and Replacement.” The current contract with Johnson Controls, Inc., (JCI) is in its 5<sup>th</sup> year and expires June 30, 2021.
2. Staff is also requesting permission to extend the current contract for up to three months to allow time for the request for proposal process. A copy of the current scope and pricing is attached and is referenced as Alternate #4.
3. Staff is also requesting permission to engage Associated Design Group (ADA) to manage the Request for Proposal process including drafting, comparing, answering vendor questions, and recommending to the staff and Board. Fees would be on a time and material basis not to exceed \$15,000.





Contractor shall fill out the entire table below. Any missing information shall be grounds for disqualification. The proposal is for a Fixed Fee contract for three (3) years with two (2) optional years.

Category	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
<b>Base Bid:</b>					
Preventive Maintenance on all Equipment listed in Section V.	\$1,922,982	\$1,951,827	\$1,990,864	\$2,050,589	\$2,112,107
<b>Alternate #1:</b>					
Preventive Maintenance on all Equipment listed in Section V. Repairs coverage on Boiler System, Chiller System, and associated Air Distribution System, Energy Management System, and Automatic Temperature Controls	\$2,711,089	\$2,751,756	\$2,806,791	\$2,890,994	\$2,977,724
<b>Alternate #2:</b>					
All services described in Alternate #1 and Repairs coverage of DX Units.	\$3,107,185	\$3,153,792	\$3,216,868	\$3,313,374	\$3,412,775
<b>Voluntary Alternate #3</b>					
All services described in Alternate #2 and bulb and ballast replacement for interior lighting.	\$3,313,677	\$3,363,382	\$3,430,649	\$3,533,569	\$3,639,576
<b>Alternate #4</b> All services described in Voluntary Alternate #3, except Preventative Maintenance on Direct Expansion Units. Energy Reporting will be based on cost per square foot benchmarks for facilities.	\$2,800,000	\$2,842,000	\$2,898,840	\$2,985,805	\$3,075,379

Alternates 1, 2, Voluntary Alternate 3, and Alternate 4 include the Repair Contingency Fund

Define % markup for out-of-scope parts/materials/supplies: 15 %

Provide standard and overtime labor rates for all employee types that will be included in the project (may include a separate attachment).

SIGNATURE OF CONTRACTOR:  DATE: May 11, 2016

PRINTED/TYPED NAME OF CONTRACTOR: Dennis Hoshman, Branch General Manager

COMPANY NAME Johnson Controls, Inc. PHONE#: 225.298.4220

## CHANGE ORDER

Item 12. A.

Change Order No.: One (1)  
Date: March 9, 2021  
Contract Date: November 30, 2020  
Project: PHASE 4 – Stadium Lighting  
2017 BOND ISSUE IMPROVEMENTS  
WASHINGTON-MARION HIGH SCHOOL  
2802 Pineview Street – Lake Charles, Louisiana 70615  
Calcasieu Parish School Board  
Project No.: 2020-09  
To: GeoSport Lighting Systems, LLC

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

The Original Contract Sum	\$ 474,000.00
Net Change by Previous Change Order	\$ 0.00
Contract Sum Prior to This Change Order	\$ 474,000.00
Contract Sum will be <u>increased</u> by this Change Order	\$ 10,312.00
New Contract Sum Including This Change Order	\$ 484,312.00

Contract Time Will Be Increased By One Hundred Sixty-Five (165) Calendar Days

Revised Contract Completion Date: Friday, May 14, 2021

### RECOMMENDED

Ellender Architects &  
Associates, LLC  
(Designer)

1521 Cypress Street  
Sulphur, LA 70663

By: 

Date: 3-9-2021

### ACCEPTED

GeoSport Lighting  
Systems, LLC  
(Contractor)

6326 Highland Rd.  
Baton Rouge, LA 70808

By: 

Date: 3-17-21

### APPROVED

Calcasieu Parish  
School Board  
(Owner)

Post Office Box 800  
Lake Charles,  
Louisiana 70602

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

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

# ELLENDER Architects & Associates, LLC



## PHASE 4 – STADIUM LIGHTING 2017 BOND ISSUE IMPROVEMENTS WASHINGTON-MARION HIGH SCHOOL

Change Order #1 - Itemization  
March 9, 2021

### Item #1 – Mats for Site Access

To provide and install mats for site access to east stadium area due to weather related surface soil conditions. Mats will be on site for the duration of drilling, concrete pole foundations, and installation of new light poles.

ADD .....\$ 26,312.00

### Item #2 – Existing Light Poles

To credit work that was scheduled for the existing light poles. This work is no longer required due to damage incurred during Hurricane Laura.

CREDIT ..... (\$ 16,000.00)

TOTAL this CHANGE ORDER #1 .....ADD \$ 10,312.00

### Contract Time Extension – Increase Calendar Days

Add a total of 165 calendar days due to the following circumstance(s):

- Delays caused by Hurricanes Laura and Delta.
- Delays caused by Inclement weather conditions.



RECOMMENDATION OF ACCEPTANCETO: Calcasieu Parish School BoardDATE: March 18, 2021PROJECT NO: EA 2020-08

PROJECT NAME: PHASE 1 -EXTERIOR UPGRADES ,  
2017 BOND ISSUE IMPROVEMENTS  
WASHINGTON-MARION HIGH SCHOOL  
2802 Pineview Street, Lake Charles, Louisiana 70615  
Calcasieu Parish School Board

DESIGNER: Ellender Architects & Associates, LLCCONTRACTOR: PERC Development, LLCOWNER: Calcasieu Parish School Board

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

DATE OF ACCEPTANCE: Wednesday, March 17, 2021CONTRACT DATE OF COMPLETION: Sunday, February 14, 2021VALUE OF PUNCH LIST (Attach Itemized List): \$ 5,375.00Was part of project occupied prior to Acceptance: YES

PORTION OCCUPIED: Attach Beneficial Occupancy Forms

Recommended:

  
 ARCHITECT

*For Use of Owner*

I concur in the Acceptance of this project:

Signed:

CALCASIEU PARISH SCHOOL BOARD  
 OWNER

# ELLENDER Architects & Associates, LLC



## PUNCH LIST – March 17, 2021

### PHASE 1 – EXTERIOR UPGRADES WASHINGTON-MARION HIGH SCHOOL

2017 BOND ISSUE IMPROVEMENTS  
Calcasieu Parish School Board  
CPSB Bid No. 2020-12PC

PUNCH LIST TOTAL VALUE ..... **\$ 5,375.00**

#### ARCHITECTURAL

- 1) All work shall be completed in accordance with plans, specifications, addenda, change orders.
- 2) Warranty, Operational, and Maintenance Documents
  - a) Submit warranty, operational, and maintenance documents. These documents will be reviewed prior to submission to Owner. Corrections may be necessary if documents are incomplete. These documents shall be submitted on a USB thumb drive in PDF format. PDF shall be bookmarked. **\$ 1000**
- 3) Second Floor Wall Finishing & Drinking Fountain
  - a) Drinking fountain not operational. Investigate and remedy for proper operation. **\$ 200**
  - b) Provide and install "shouldered" type screws to secure metal soffit. Use no less than (5) screws. **\$ 50**
  - c) Skim wall to repair scuffed spots and touch up wall finish paint. **\$ 150**
  - d) Complete wall base installation. **\$ 75**
- 4) For all marquee sign locations, complete programming and on-site staff training. **\$ 1000**
- 5) Rear Parking Area
  - a) Add stripes between curbs where walks intersect with parking area. **\$ 100**
  - b) Complete bollard work. Cap with steel plate as detailed. Complete finish painting (primer, mid and top coats). Paint color to be "Kelly Green". **\$300**
  - c) Paint curb along north side of Field House. **\$ 300**

### ELECTRICAL

- 1) New DS and transformer for Washington-Marion High signage requires I.D. labels (loadcenter at sign as well). \$750
- 2) Loadcenter on sign for Washington-Marion shall have branch circuit directory properly and legibly filled out (place spares in "off" position). \$250
- 3) Similarly, all three (3) additional sites shall receive proper legible labelling. \$1,200

The above is our understanding of items to be completed. If you have any questions, please contact our office.



CHANGE ORDER

Change Order No.: 2  
 Date: 3/4/2021  
 Contract Date:

Project No.: **Calcasieu Parish School Board - Project No. 2020-15PC**  
**Duhon & Pleasant Consulting Engineers, LLC - Project No. 20-005**

Project Name: **Dequincy Weight Training Classroom**  
**2017 All Districts Capital Projects Fund (50 Million Allocation)**  
**For Calcasieu Parish School Board**  
**CPSB NO.: 2020-15PC**

To: Calcasieu Parish  
 School Board  
 P.O. Box 800  
 Lake Charles, LA

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

The Original Contract Sum	<b>\$ 449,000.00</b>
Net Change by Previous Change Order	<b>\$ 0</b>
Contract Sum Prior to this Change Order	<b>\$ 449,000.00</b>
Contract Sum will be <b>increased</b> by this Change Order	<b>\$ 346.50</b>
New Contract Sum Including this Change Order	<b>\$ 449,346.50</b>

Contract Time will be **INCREASED** / DECREASED by: **27 days**  
 Revised Contract Completion Date: **March 19, 2021**

RECOMMENDED

**Duhon & Pleasant  
 Consulting Engineers, LLC  
 (DESIGNER)**

**5393 Big Lake Road  
 Lake Charles, LA 70605  
 70602**

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

Dated: 03/09/2021

ACCEPTED

**K & J Development  
 of SWLA, LLC.  
 (CONTRACTOR)**

**P.O. Box 12489  
 Lake Charles, LA  
 70612**

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

Dated: \_\_\_\_\_

APPROVED

**Calcasieu Parish  
 School Board  
 (OWNER)**

**P. O. Box 800  
 Lake Charles, LA**

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

Dated: \_\_\_\_\_



# K&J DEVELOPMENT, LLC

2/24/2021

To whom it may concern,

We are requesting the following days be added to our contract time for the Dequincy High School Weight Training Classroom project (CPSB No.2020-15PC) due to inclement weather.

These days are over the allotted days given for each month. (7 days)

October 16, 23, 27, 28, 2020

November 29, 2020

December 30, 31, 2020

We also request that the following days be added to our original contract time for unworkable conditions due to icy roads and freezing temperatures. (6 days)

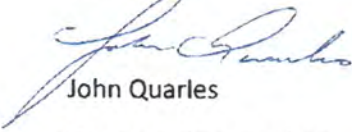
February 15, 16, 17, 18, 19, 20

We are requesting for 2 weeks (14 days) to be added to the original contract time due to power delays.

Change order for plumbing adjustments in restrooms: \$346.50

(Plumbing change includes modifications to two toilets to make them ADA compliant.)

Thank you,



John Quarles

Co-managing member

CHANGE ORDER

Change Order No.: 3  
 Date: 3/23/2021  
 Contract Date:

Project No.: **Calcasieu Parish School Board - Project No. 2020-15PC**  
**Duhon & Pleasant Consulting Engineers, LLC - Project No. 20-005**

Project Name: **Dequincy Weight Training Classroom**  
**2017 All Districts Capital Projects Fund (50 Million Allocation)**  
**For Calcasieu Parish School Board**  
**CPSB NO.: 2020-15PC**

To: Calcasieu Parish  
 School Board  
 P.O. Box 800  
 Lake Charles, LA

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

The Original Contract Sum	\$ 449,000.00
Net Change by Previous Change Order	\$ 346.50
Contract Sum Prior to this Change Order	\$ 449,346.50
Contract Sum will be <b>increased</b> by this Change Order	\$ 1705.00
New Contract Sum Including this Change Order	\$ 451,051.50

Contract Time will be <b>INCREASED</b> / DECREASED by:	7 days
Revised Contract Completion Date:	March 26, 2021

RECOMMENDED

Duhon & Pleasant  
 Consulting Engineers, LLC  
 (DESIGNER)

5393 Big Lake Road  
 Lake Charles, LA 70605  
 70602

By: 

Dated: 3/31/21

ACCEPTED

K & J Development  
 of SWLA, LLC.  
 (CONTRACTOR)

P.O. Box 12489  
 Lake Charles, LA  
 70612

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

Dated: \_\_\_\_\_

APPROVED

Calcasieu Parish  
 School Board  
 (OWNER)

P. O. Box 800  
 Lake Charles, LA

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

Dated: \_\_\_\_\_





# K&J DEVELOPMENT, LLC

3/23/2021

To whom it may concern,

We are requesting (7) days be added to our contract time for the Dequincy High School Weight Training Classroom project (CPSB No.2020-15PC) due to additional work with fencing. This will change the completion date of this project to March 26,2021. The cost of the additional fencing work is \$1705.00.

Thank you,



John Quarles

Co-managing member

PO Box 12489 • Lake Charles • LA • 70612

Office: 337-905-1421 • Fax: 337-905-1422

RECOMMENDATION OF ACCEPTANCE

Dated: March 26, 2021

Project No.: **Calcasieu Parish School Board - Project No. 2020-15PC**  
**Duhon & Pleasant Consulting Engineers, LLC - Project No. 20-005**

Project Name: **Dequincy Weight Training Classroom**  
**2017 All Districts Capital Projects Fund (50 Million Allocation)**  
**For Calcasieu Parish School Board**

Architect: **Duhon & Pleasant Consulting Engineers, LLC**  
**5393 Big Lake Road**  
**Lake Charles, LA 70605**

Contractor: K&J Development of SWLA, LLC  
P.O. Box 12489  
Lake Charles, LA 70612

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

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

Date of Acceptance by Architect: March 26, 2021

Contract Date of Completion: March 26, 2021

Number of Days **Overrun / Underrun**: 00 days

Liquidated Damages Per Day Stipulated in Contract: **\$500.00**

Value of Punch List (Itemized List Attached): \$59, 625

Was Part of the Project Occupied Prior To Acceptance: **Yes / (No)**

Portion Occupied: **Not Applicable** (Attach Beneficial Occupancy Forms)

Accepted:   
Duhon & Pleasant Consulting Engineers, LLC

For Use By Owner:

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

**DUHON & PLEASANT CIVIL AND STRUCTURAL ENGINEERS**

5393 Big Lake Road

337 564 5918 | [www.dandpengineers.com](http://www.dandpengineers.com)



March 26, 2021

**Final Punch List**

Calcasieu Parish School Board – Bid No. 2020-15PC, D&P Project No. 20-005

Dequincy High School Weight Training Classroom Project

3800 Mallard Cove Drive – Lake Charles, LA 70615

1. Hydroseed all areas indicated on drawings  
Value = \$5,000
2. Install Metal Flashing at New Canopy/Existing Canopy Transition  
Value = \$500
3. Paint ends of canopy W-Beams with Cold-Galvanized paint  
Value = \$250
4. Smooth Grind/Rub all Concrete Pedestals at Walkway Canopy to provide a smooth finish  
Value = \$500
5. Remove all Form boards, debris, and miscellaneous construction materials around new paving  
Value = \$250
6. Install end rake metal trim @ south end of New Canopy  
Value = \$500
7. Caulk & Seal all downspout/gutter connection points  
Value = \$1000
8. Install splash blocks @ all downspouts  
Value = \$1500
9. Install drop rod w/ ground sleeve @ double gate. RE: Detail 4/C1.2  
Value = \$250
10. Install Rubber transition strips RE: Note 7/A1.0  
Value = \$250
11. All Rubber base to be installed  
Value = \$2500



12. Restroom 103 door rubs @ bottom on new rubber flooring. Repair as necessary.  
Value = \$150
13. Remove & Replace Wall tile w/ holes @ old paper towel dispenser location in Restroom 102  
Value = \$250
14. Repair holes in insulation system on East wall above liner panels  
Value = \$250
15. Install tape @ all simple saver penetrations & tighten all loose finish paper  
Value = \$1500
16. Remove & replace liner panel trim @ NE Corner of structure behind corner column  
Value = \$500
17. Replace Northeast & Northwest damaged door to liner panel trim  
Value = \$500
18. Clean all restroom & janitor space roof decking of all construction materials & debris to a new condition  
Value = \$500
19. Remove all miscellaneous tape/plastic on liner panels and clean to be new  
Value = \$500
20. Paint fireproof CDX sheet behind Data box to match adjacent liner panels & trim  
Value = \$500
21. Clean all flooring, walls, etc. to be free of all dirt, debris, dust, etc. Floors to be cleaned per manufacturer's recommendations.  
Value = \$500
22. Touch up paint all structural steel where required.  
Value = \$500
23. Remove plastic from Janitor & Restroom doors and clean as required.  
Value = \$250
24. Touch up paint drywall above tile walls in both restrooms and janitor closet  
Value = \$500
25. Complete installation of grout in tiles on wall of middle restroom  
Value = \$250
26. Complete installation of all weather stripping, accessories, etc. at all exterior doors  
Value = \$500

27. Complete attached MEP Punchlist Items  
Value = \$39,975

**Total** \$59,625

Regards,

A handwritten signature in blue ink, appearing to read 'J. Duhon', is written over the printed name.

Jason Duhon, P.E.  
Duhon & Pleasant Consulting Engineers, LLC

Attachment: Photographs

## Field Observation Report



DATE: 3-24-2021      ADG # 20062  
PROJECT NAME:      CPSB DeQuincy HS Weight Training Classroom  
ARCHITECT:      Duhon & Pleasant  
CONTRACTOR:      Dollar Electric  
PERSONS PRESENT:      Claire Jumonville

### ITEMS OBSERVED:

1. Complete installation of Panelboard I.D. tags (See Detail – E0.0). \$150
2. Complete installation of circuit directories. \$150
3. All device coverplates are specified to be stainless steel. (Currently several are nylon – change out)
4. TVSS requires trouble shooting as it is showing 2= Green LED; 1 = Red LED \$250

NOT NECESSARY.  
COLOR WAS  
CHANGED IN FIELD  
BY JASON DUHON

END OF COMMENT

The above is our understanding of the items discussed. If you should have any comments, or corrections, please notify our office in writing within ten days of receipt.

Associated Design Group, Inc. Corporate

3909 West Congress Street, Suite 201 | Lafayette, LA 70506 | P: 337.234.5710 | F: 337.265.2864 | [adginc.org](http://adginc.org) | [adginc@adginc.org](mailto:adginc@adginc.org)  
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## PUNCH LIST



DATE: 3-25-21                      ADG #20062  
PROJECT NAME:                      DeQuincy HS Weight Training Classroom  
ARCHITECT:                          Jason Duhon  
CONTRACTOR:                      K&J Development  
PERSONS PRESENT:                  Jase McGough

### ITEMS OBSERVED:

1.     Provide 3 sets of O&M manuals in plastic binders for all mechanical and plumbing equipment. Include TAB report, manufacturer warranties, as-built record drawings, etc.  
\$500
  
2.     Provide "as-built" redline record drawings showing any deviations from the plans and specifications for all HVAC and plumbing systems. Include copy in O&M manuals.  
\$500
  
3.     Complete test and balance of all mechanical systems (HVAC, fans, etc.) by an independent test and balance contractor. Test and Balance contractor shall verify that sequences of control are working as specified. Provide Test & Balance report for all systems to engineer for review. Include copy in O&M manuals.  
\$3,000
  
4.     Complete installation of all controls as outlined in specifications section 230900. Verify all sequences operating as specified. Verify front end workstation interface complete.  
\$14,000
  
5.     Complete installation of exterior ductwork as detailed on sheet M2.0 detail #1.  
\$9,000

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## PUNCH LIST



6. Complete painting of interior supply ductwork.  
\$1,500
7. Supply grilles not provided air scoop device as scheduled. This device provides the ability to balance supply grilles. Provide and install.  
\$2,000
8. Provide and install plasma ionizers.  
\$2,000
9. Provide fans that meet all requirements set forth in plans and specifications. No exhaust fans shop drawings were submitted. It is unclear if exhaust fans provided in restrooms and janitor closet meet specifications, will perform as scheduled and can be controlled as noted in controls specs.  
\$3,000
10. Set exhaust fan occupancy sensors set to 5 minutes.  
\$150
11. Exhaust air louver on South side of building appears to be back draft damper. Back draft dampers were to be provided at individual exhaust fans and wind driven rain resistant louver provided at exterior wall as scheduled. Provide and install.  
\$1,200
12. Provide and install service sink wall guards.  
\$400

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## PUNCH LIST



13. Secure EWC bottom to wall.  
\$100
14. Insulate domestic water piping at water heater.  
\$350
15. Provide tee keys for hose bibbs to owner.  
\$50
16. Provide exterior cleanout pad, frame, and covers as shown on sheet P2.0 detail #3.  
\$400
17. Provide pad, cover, and valve box as shown on sheet P2.0 detail #2.  
\$150
18. Clean all plumbing fixtures to as new condition.  
\$125
19. Insulate exhaust ductwork and plenum per specifications.  
\$200
20. Provide and install return grilles. No air distribution shop drawings were received. All grilles must be equal to those scheduled.  
\$800

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## PUNCH LIST



END OF COMMENT

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NAME	POSITION	LOCATION	DATES	ADDITIONAL INFO
<b>RESIGNATION</b>				
Chance, Carla	Teacher	J.D. Clifton Elementary	3/20/2021	Personal Reasons
Champagne, Paul	Assistant Principal	Western Heights	6/18/2021	Personal Reasons
Coleman, Donald	Bus Driver	W W Lewis	3/5/2021	Personal Reasons
Doty, Rachel	Clerk D	Personnel	3/12/2021	Personal Reasons
Gasaway, Terrie	Lab Manager	J.J. Johnson Elementary	3/12/2021	Accepted Job Outside of Education
Goodly, Telissa	Bus Aide	T H Watkins	3/5/2021	Personal Reasons
Guidry, Kelly	Bus Driver	Maplewood Elementary	3/18/2021	Spouse Transferred
Lassabe, Angela	Clerk B	R W Vincent	3/20/2021	Accepted Job Outside of Education
Miller, Penny	Clerk C	Payroll	3/19/2021	Personal Reasons
Peters, Deanna	Para	Henry Heights	3/16/2021	Accepted Job Outside of Education
Roberts, Linda	Bus Aide	S J Welsh	3/15/2021	Personal Reasons
Rogillio, Pamela	Clerk 5C3	CPAS West	3/26/2021	Accepted Job Outside of Education
Routt, Kristy	Teacher	Moss Bluff Middle	3/17/2021	Personal Reasons
Silverio, Sheryl	Café Tech	W.T. Henning Elementary	3/5/2021	Personal Reasons
Tramonte, Jennifer	Para	Western Heights	3/16/2021	Personal Reasons
Unkel, Jesse	TAP Master Teacher	C & I	5/18/2021	Accepted a Teaching Position Within LA
West-Zavala, William	Café Tech	J D Clifton	3/12/2021	Accepted Job Outside of Education
<b>RETIREMENT</b>				
Burleigh, Keri	Teacher	Westlake	6/26/2021	
Byrd, JoAnne	Custodian	Oak Park Middle	3/31/2021	

Chafin, Kathy	Teacher	LaGrange	6/4/2021	
Davis, Doris	Clerk B	LeBlanc Middle	6/4/2021	
Gentry, Vanessa	Administrative Assistant	CFO	5/31/2021	
Jagneaux, Connie	Teacher	Gillis Elementary	3/11/2021	
James, Rhonda	Clerk B	Pupil Appraisal	4/7/2021	
Pete, Jennifer	Coordinator	Special Services	6/16/2021	
Robertson, Frankie	Café Tech	Oak Park Elementary	3/19/2021	
Tommasi, Stephanie	Teacher	S.J. Welsh Middle	2/12/2021	
Wilkinson, Mitzi	Teacher	C&I	6/16/2021	
Wright, Willie	Bus Driver	Vinton High	5/11/2021	
Wu, Jianhuan	Teacher	Oak Park Middle	6/4/2021	
<b>RETIRE-REHIRE TERM</b>				
Viridine, Daniel	Supervisor	C & I	3/11/2021	
<b>MATERNITY LEAVE</b>				<b>Due Date:</b>
Cole, Miranda	Teacher	Prien Lake Elementary	04/19/2021 to 06/04/2021	5/6/2021
Lafleur, Taylor	Teacher	Cypress Cove	02/23/2021 to 04/19/2021	2/23/2021
Mallett, Leah	Teacher	Prien Lake Elementary	03/25/2021 to 05/20/2021	3/25/2021
Stine, Ari	Teacher	S J Welsh	03/29/2021 to 05/26/2021	3/31/2021
<b>DROP RETIREMENT</b>				
Drounette, Rhonda	Teacher	Jake Drost	6/4/2021	
Heape, Belinda	Cafeteria Manager	Vincent Settlement Elementary	6/4/2021	
LeBleu, Shelley	Assistant Principal	Iowa High (6-8th grade)	6/18/2021	



Mouton, Sandra	Clerk C	Middle/High School SPED Dept	6/30/2021	
Reed, Catherine	Teacher	Ralph Wilson Elementary	4/9/2021	
Richard, Harriet	Bus Aide	F K White Middle	6/4/2021	
<b>LEAVE WITHOUT PAY</b>				
Dorsey, Carmen	Clerk B	Fairview	04/30/2021 to 06/04/2021	Personal Illness
Gallien, Bernice	Clerk B	T.H. Watkins	03/26/2021 to 03/26/2022	Personal Illness
Istre, Dana	Teacher	F K White	04/01/2021 to 06/04/2021	Personal Illness
Jones, Anne	Teacher	Vincent Settlement	04/01/2021 to 06/07/2021	Child Care

APPROVED 3/31/2021