

PROCEEDINGS OF THE TERREBONNE PARISH SCHOOL BOARD

May 3, 2016

The Terrebonne Parish School Board met today at 6:00 P.M. in regular session at its regular meeting place, the Terrebonne Parish School Board Office, 201 Stadium Drive, Houma, Louisiana, with Mr. Roger Dale DeHart, President, presiding, and the following members present: Mr. L. P. Bordelon, III, Vice-President; Mr. Roosevelt Thomas, Mr. Gregory Harding, Mrs. Debi Benoit, Dr. Brenda Leroux Babin, Mr. Donald Duplantis, and Mrs. Vicki Bonvillain.

ABSENT: Mr. Richard Jackson

Mr. Duplantis led the Board and audience in the invocation and Pledge of Allegiance to the Flag.

Motion of Mr. Duplantis, seconded by Mr. Thomas, unanimously carried, the Board approved the minutes of School Board Meetings of April 5, 2016, and April 19, 2016, as recorded.

At this time, the Board recognized 14 Student Winners from the Louis Miller Terrebonne Career and Technical High School who received "Gold" at the recent Louisiana SkillsUSA Competition:

Yazmin Arroyo	Ellender Memorial High School	Nurse Assisting
Jason Blanchard	Terrebonne High School	Cabinet Making
Damen Domangue	South Terrebonne High School	Motorcycle Service Technology
Teddy Foret	South Terrebonne High School	Diesel Equipment Technology
Tyra Henderson	Ellender Memorial High School	Culinary Arts
Sarah Henry	H. L. Bourgeois High School	Job Skill Demo A
Bryce Landry	H. L. Bourgeois High School	Electrical Construction Wiring
Luke LeBoeuf	South Terrebonne High School	Carpentry
Kyle Marshall	South Terrebonne High School	Marine Service Technology
Bailey O'Brien	H. L. Bourgeois High School	Industrial Motor Control
Batala Perpetu	Terrebonne High School	Welding
Beth Pitre	Ellender Memorial High School	Nail Care
Zachary Pledger	H. L. Bourgeois High School	Mobile Electronics Installation
Shiann Rollins	Terrebonne High School	Cosmetology

The Board also recognized the "Silver and Bronze Winners" who were in attendance at tonight's meeting.

Congratulatory wishes were extended by the Board and Superintendent Philip Martin to all students and the best of luck as they compete for the National Competition in Louisville, Kentucky in June.

Several announcements were then made by President DeHart relative to upcoming meetings.

Motion of Mr. Duplantis, unanimously seconded, unanimously carried, the Board deviated from the regular order of the agenda to take up Agenda Item 8. A. (1) Matter Pertaining to Adoption of Resolution Recognizing and Approving the Execution of a Bond Purchase Agreement and Official Statement regarding the

Issuance and Sale of \$18,270,000 of Limited Tax Revenue Bonds, Series 2016, of the Parish School Board of the Parish of Terrebonne, State of Louisiana, and Providing for Matters in Connection Therewith.

Motion of Mr. Bordelon, seconded by Mr. Duplantis, unanimously carried, the Board adopted the following resolution recognizing and approving the execution of a Bond Purchase Agreement and Official Statement regarding the issuance and sale of \$18,270,000 of Limited Tax Revenue Bonds, Series 2016, of the Parish School Board of the Parish of Terrebonne, State of Louisiana; and providing for matters in connection therewith, and further, authorized the Superintendent and/or Board President to sign all necessary documents pertaining thereto:

RESOLUTION NO. 1881

A resolution recognizing and approving the execution of a Bond Purchase Agreement and Official Statement regarding the issuance and sale of \$18,270,000 of Limited Tax Revenue Bonds, Series 2016, of the Parish School Board of the Parish of Terrebonne, State of Louisiana; and providing for matters in connection therewith.

Whereas the Parish School Board of the Parish of Terrebonne, State of Louisiana (the "Issuer"), by resolution adopted on March 15, 2016 (the "Prior Resolution"), authorized the issuance of not exceeding \$20,000,000 of Limited Tax Revenue Bonds, Series 2016, of the Issuer (the "Bonds"); and

Whereas the form of the Bond Purchase Agreement contained in the Prior Resolution was complete except for the amount of the Bonds, date of the Bond Purchase Agreement, date of the Preliminary Official Statement, signature page, and Schedules I and II; and

Whereas a copy of completed Bond Purchase Agreement is attached hereto as Exhibit A for the Bonds.

Now Be It Resolved Parish School Board of the Parish of Terrebonne, State of Louisiana:

SECTION 1. Ratification of Bond Purchase Agreement. The Bond Purchase Agreement has met the parameters set forth in the Prior Resolution and accordingly, its execution is hereby ratified and approved.

SECTION 2. Official Statement. The Issuer approves the form and content of the final Official Statement and hereby ratifies its execution by the Executive Officers of the Issuer and approves and authorizes delivery of such final Official Statement to the Purchaser (as defined in the Prior Resolution) for use in connection with the public offering of the Bonds.

SECTION 3. All resolutions, or parts thereof, in conflict herewith are hereby repealed.

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

YEAS: Mr. Roosevelt Thomas, Mr. Gregory Harding, Mrs. Debi Benoit, Dr. Brenda Leroux Babin, Mr. L. P. Bordelon, III, Mr. Roger Dale DeHart, Mr. Donald Duplantis, and Mrs. Vicki Bonvillain

NAYS: None

ABSENT: Mr. Richard Jackson

AND the resolution was declared adopted on this, the 3rd day of May, 2016.

/s/ Philip Martin
Secretary

/s/ Roger Dale DeHart
President

EXHIBIT A

**BOND PURCHASE AGREEMENT
\$18,270,000
LIMITED TAX REVENUE BONDS, SERIES 2016
OF THE
PARISH SCHOOL BOARD OF THE
PARISH OF TERREBONNE, STATE OF LOUISIANA**

April 13, 2016

Parish School Board of the
Parish of Terrebonne, State of Louisiana
Terrebonne, Louisiana

Gentlemen:

The undersigned Raymond James & Associates, Inc. (the "Underwriter"), offers to enter into this agreement with the Parish School Board of the Parish of Terrebonne, State of Louisiana (the "Issuer"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this agreement on or before 10:00 p.m., New Orleans Time on this date.

1. **Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned Limited Tax Revenue Bonds, Series 2016 of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in Schedule I hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Bonds are to be issued by the Issuer, acting through the Parish School Board of the Parish of Terrebonne, State of Louisiana, its governing authority (the "Governing Authority"), under and pursuant to, and are to be secured by a resolution adopted by the Governing Authority on March 1, 2016 (the "Bond Resolution"). The Bonds are issued pursuant to Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"). The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in Schedule II attached hereto. The Bonds maturing March 1, 2027, and thereafter, will be callable for redemption by the Issuer in full or in part at any time on or after March 1, 2026, at a price equal to the principal amount thereof and accrued interest to the date fixed for redemption.

2. **Public Offering.** The Underwriter intends to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices set forth on Schedule II attached hereto, and may subsequently change such offering price without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing bonds into investment trusts) and others at prices lower than such public offering prices. Not less than ten business days prior to the Closing, the Underwriter agrees to furnish to Foley &

Judell, Bond Counsel, a certificate acceptable to Bond Counsel (i) specifying the reoffering prices at which a substantial amount of the Bonds was sold to the public (excluding bond houses, brokers, and other intermediaries) and (ii) certifying the accuracy of such reoffering prices (if lower than those set out in Schedule II). The Underwriter acknowledges that Bond Counsel will rely on such representations in making their determination that the Bonds are not "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended.

3. **Representative.** Raymond James & Company, Inc. is duly authorized to execute this Bond Purchase Agreement.

4. **Official Statement.** The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated April 4, 2016, relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Bonds. The Issuer has previously provided the Underwriter with a copy of the said Preliminary Official Statement dated April 4, 2016. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended.

5. **Representations of the Issuer.**

(a) The Issuer has authorized or prior to the delivery of the Bonds, the Issuer will duly authorize all necessary action to be taken by it for: the sale of the Bonds upon the terms set forth herein and in the Official Statement; the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and the execution, delivery and receipt of this Bond Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Resolution;

(b) The information contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement; in light of the circumstances under which they were made, not misleading;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the

Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Resolution or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Louisiana Constitution of 1974, as amended, or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing will be, bound;

(e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Resolution and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Bonds;

(f) The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request provided however that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation made by the Issuer.

(g) The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

6. **Delivery of, and Payment for, the Bonds.** At 10:00 a.m., New Orleans

Time, on or about May 24, 2016, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) in the denominations of one Bond per maturity date of the Bonds, registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), duly executed and registered by Argent Trust, a division of National Independent Trust Company, in City of Ruston, Louisiana, as Paying Agent (the "Paying Agent"), together with the other documents hereinafter mentioned and the other moneys required by the Bond Resolution to be provided by the Issuer, subject to the conditions contained herein, the Paying Agent shall hold the Bonds as custodian for DTC under its Fast Automated Securities Transfer System ("FAST").

Delivery of the Bonds as aforesaid shall be made at the offices of Bond Counsel in New Orleans, Louisiana, or such other place as may be agreed upon by the Underwriter and the Issuer. Such payment and delivery is herein called the "Closing." The Bonds will be delivered initially as fully registered bonds, one bond representing each maturity of the Bonds, and registered in such names as the Underwriter may request not less than three business days prior to the Closing or if no such instructions are received by the Paying Agent, in the name of the Representative.

7. **Certain Conditions to Underwriter's Obligations.** The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

A. At the time of Closing, the Bond Resolution shall have been adopted and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, the Bonds shall have been approved by resolution of the State Bond Commission, the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

B. At or prior to the Closing, the Underwriter shall have received each of the following:

(a) the approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Bonds and the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in form satisfactory to the Underwriter;

(b) a reliance opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter in form satisfactory to the Underwriter;

(c) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(d) the Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

- (e) a specimen of the Bonds;
- (f) certified copies of the Bond Resolution and all other resolutions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;
- (g) a certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;
- (h) a certificate of the Paying Agent, as to its corporate capacity to act as such, the incumbency and signatures of authorized officers, and its due registration of the Bonds delivered at the Closing by an authorized officer;
- (i) other certificates of the Issuer listed on a Closing Memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b)(A) and (B) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each;
- (j) an executed copy of a Disclosure Certificate in a form acceptable to the Underwriter.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Underwriter may reasonably request.

8. **Termination.** The Underwriter shall have the right to cancel their obligation to purchase the Bonds if between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal

income tax consequences of any of the transactions contemplated in connection herewith, and, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, or there shall exist any event which in the Underwriter's judgment either makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, or there shall be in force a general suspension of trading on the New York Stock Exchange, or a general banking moratorium shall have been declared by either federal, Louisiana or New York authorities, or there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, or legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Resolution, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, or a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter the market for the Bonds is materially affected thereby, or (x) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or (xi) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated or cancelled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

9. **Additional Covenants.** The Issuer covenants and agrees with the Underwriter as follows:

- (a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request;

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel and the Underwriter a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel.

10. **Survival of Representations.** All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

11. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; the cost of the preparation of the printed Bonds; any rating agency fees, and the fees and expenses of Bond Counsel, the Paying Agent and any other experts or consultants retained by the Issuer.

The Underwriter shall pay all advertising expenses in connection with the public offering of the Bonds; and all other expenses incurred by the Underwriter (including the cost of any Federal Funds necessary to pay the purchase price of the Bonds) in connection with their public offering.

12. **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same, in writing, at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same, in writing, to Raymond James & Company, Incorporated, 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70130.

13. **Parties.** This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

14. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

15. **General.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

RAYMOND JAMES & COMPANY, INC.

By: _____
Title:

I hereby find and determine that the conditions set forth in Section 24 of the Bond Resolution have been met.

Accepted and agreed to as of the date first above written:

PARISH SCHOOL BOARD
OF THE PARISH OF TERREBONNE,
STATE OF LOUISIANA

By: _____
President

**SCHEDULE I
To Bond Purchase Agreement**

	Purchase Price
Par Amount of Bonds:	\$18,270,000.00
Less: Underwriter's Discount (0.800%)	(\$ 146,160.00)
Plus: Premium	\$ 2,003,774.80
PURCHASE PRICE	\$20,127,614.80

**SCHEDULE II
To Bond Purchase Agreement**

MATURITY (MARCH 1)	PRINCIPAL AMOUNT DUE	INTEREST RATE	REOFFERING PRICES
2017	\$220,000	2.000%	100.918%
2018	225,000	2.000	101.748
2019	230,000	2.000	102.392
2020	230,000	2.000	102.752
2021	235,000	2.000	102.711
2022	245,000	3.000	107.914
2023	250,000	3.000	108.211
2024	370,000	3.000	108.134
2025	1,055,000	3.000	107.754
2026	1,095,000	5.000	124.889
2027	1,150,000	5.000	123.895
2028	1,200,000	3.000	104.839
2029	1,250,000	5.000	122.226
2030	1,310,000	5.000	121.450
2031	1,380,000	5.000	120.776
2032	1,450,000	5.000	120.201
2033	1,515,000	4.000	108.852
2034	1,570,000	3.000	98.638
2035	1,620,000	3.125	99.504
2036	1,670,000	3.125	98.759

Mr. Jerry Osborne, Bond Counsel, Foley & Judell, addressed the Board regarding the foregoing motion.

The Board returned to the regular order of the agenda.

The following report of the Finance, Insurance, and Section 16 Lands Committee meeting was presented to the Board with Mr. Duplantis, Chairman, presiding:

Dear Members of the Board:

The FINANCE, INSURANCE, and SECTION 16 LANDS COMMITTEE met at 5:00 P.M. on Monday, April 18, 2016, in the Board Room of the School Board Office, with the following members present: Mr. Donald Duplantis, Chairman, Mr. Roosevelt Thomas, Vice-Chairman, and Dr. Brenda Leroux Babin. Also in attendance were Mr. Roger Dale DeHart, Board President, Mr. L. P. Bordelon, III, Vice-President, Mr. Richard Jackson, Superintendent Philip Martin, and members of the staff.

Chairman Duplantis called the meeting to order. The meeting began with the invocation and Pledge of Allegiance to the Flag.

Mrs. Carolyn Champagne, Purchasing Agent, addressed the Committee regarding the bid results for the alligator egg collection service contract (attached).

Mr. Thomas, seconded by Dr. Babin, offered the following motion:

The Committee recommends that the Board award a five (5) year alligator egg collection service contract to Daneco, Inc., 130 Daneco Court, Houma, LA 70360-2904; contract to begin with the 2016 egg collection season and end after the 2021 season; and further, authorize the Board President to sign all necessary documents pertaining thereto.

Mrs. Champagne addressed the Committee regarding the bid results for Materials and Supplies for Teaching (attached).

Mr. Thomas, seconded by Mr. Duplantis, offered the following motion:

The Committee recommends that the Board accept the following lowest bids received, meeting all specifications, on Materials and Supplies for Teaching:

Bye-Mo'r, Inc. P. O. Box 107 Kingsbury, IN 46345-0107	\$ 2,698.92
Contract Paper Group, Inc. 1531 Boettler Road, Suite E Uniontown, OH 44685	\$ 5,263.50
DGS Educational Products 4801 Linton Blvd., Unit 11-A, 650 Delray Beach, FL 33445	\$ 3,637.94
Economical Janitorial & Paper Supply 1420-F Sam's Avenue Harahan, LA 70123	\$ 6,045.13
Express Computers 5999 Stevenson Avenue, Suite 202 Alexandria, VA 22304	\$ 2,168.00
National Art & School Supplies 2195 Elizabeth Avenue Rahway, NJ 07065	\$ 6,810.09

Pyramid School Products 6510 North 54 th Street Tampa, FL 33610-1994	\$ 46,492.22
S & S Worldwide 75 Mill Street Colchester, CT 06415	\$ 310.05
School Specialty, Inc. W6316 Design Drive Greenville, WI 54942	\$ 5,838.59
Standard Stationery Supply Company 2251 South Foster Avenue Wheeling, IL 60090-6508	\$ 13,279.62
Teacher's Pet 312 North Parkerson Crowley, LA 70526	\$ 496.30
Unity Education Resources and Equipment 22 Century Blvd., Suite 420 Nashville, TN 37214	\$103,091.92
Verativ Operating Company 12124 Industrialplex Blvd. Baton Rouge, LA 70809	\$204,792.65

Mrs. Rebecca Breaux, Chief Financial Officer, presented an update on the Sales Tax collections report (attached). She stated sales tax collections for the month of February 2016 are approximately 6.4% lower than February 2015.

Superintendent Martin updated the Committee regarding the progress on the Series 2016 Bonds for the construction of the new Southdown Elementary School.

There being no further business to come before the **Finance, Insurance, and Section 16 Lands Committee**, motion of Mr. Thomas, seconded by Dr. Babin, the meeting adjourned at 5:10 P.M.

Respectfully submitted,

Donald Duplantis, Chairman

Roosevelt Thomas, Vice-Chairman

Brenda Leroux Babin, Ph.D.

MH

Motion of Mr. Thomas, seconded by Dr. Babin, unanimously carried, the Board awarded a five (5) year alligator egg collection service contract to Daneco, Inc., 130 Daneco Court, Houma, LA 70360-2904; contract to begin with the 2016 egg collection season and end after the 2021 season; and further, authorized the Board President to sign all necessary documents pertaining thereto.

Motion of Mr. Thomas, seconded by Mrs. Benoit, unanimously carried, the Board accepted the following lowest bids received, meeting all specifications, on Materials and Supplies for Teaching:

Bye-Mo'r, Inc. P. O. Box 107 Kingsbury, IN 46345-0107	\$ 2,698.92
Contract Paper Group, Inc. 1531 Boettler Road, Suite E Uniontown, OH 44685	\$ 5,263.50
DGS Educational Products 4801 Linton Blvd., Unit 11-A, 650 Delray Beach, FL 33445	\$ 3,637.94
Economical Janitorial & Paper Supply 1420-F Sam's Avenue Harahan, LA 70123	\$ 6,045.13
Express Computers 5999 Stevenson Avenue, Suite 202 Alexandria, VA 22304	\$ 2,168.00
National Art & School Supplies 2195 Elizabeth Avenue Rahway, NJ 07065	\$ 6,810.09
Pyramid School Products 6510 North 54 th Street Tampa, FL 33610-1994	\$ 46,492.22
S & S Worldwide 75 Mill Street Colchester, CT 06415	\$ 310.05
School Specialty, Inc. W6316 Design Drive Greenville, WI 54942	\$ 5,838.59
Standard Stationery Supply Company 2251 South Foster Avenue Wheeling, IL 60090-6508	\$ 13,279.62
Teacher's Pet 312 North Parkerson Crowley, LA 70526	\$ 496.30
Unity Education Resources and Equipment 22 Century Blvd., Suite 420 Nashville, TN 37214	\$103,091.92
Verativ Operating Company 12124 Industrialplex Blvd. Baton Rouge, LA 70809	\$204,792.65

The report of the Finance, Insurance, and Section 16 Lands Committee Meeting was concluded, and President DeHart reassumed the Chair.

The Education, Technology, and Policy Committee report was presented to the Board.

Motion of Mr. Duplantis, seconded by Mr. DeHart, unanimously carried, the Board received the following report of the Education, Technology, and Policy Committee meeting in its entirety with Mrs. Bonvillain, Vice-Chairwoman, presiding:

Dear Members of the Board:

The EDUCATION, TECHNOLOGY, and POLICY COMMITTEE met at 5:00 P.M. on Monday, April 25, 2016, in the Board Room of the School Board Office, with the following members present: Mr. Richard Jackson, Chairman, and Mrs. Vicki Bonvillain, Vice-Chairwoman. Mrs. Debi Benoit was absent. Also in attendance were Mr. Donald Duplantis, Superintendent Philip Martin, and members of the staff.

Chairman Jackson called the meeting to order. The meeting began with the invocation and Pledge of Allegiance to the Flag.

Mr. Graham Douglas, Supervisor of Secondary Education, presented results of the 2016 Louisiana SkillsUSA Championship Competition that was held at Louis Miller Terrebonne Career and Technical High School during April 6-8, 2016. He stated that thirty-three (33) students placed in the competition and two (2) students were selected by the Louisiana SkillsUSA Board of Directors, as state officers, to be voting delegates at the National Leadership and Skills Conference (NLSC) in Louisville, Kentucky, the week of June 20-24, 2016 (attached).

Mr. Nathan Cotten, STEM Curriculum Specialist, presented results of the 2016 Louisiana Science and Engineering Fair. He stated that ten (10) students from eight (8) schools were recognized at this year's fair. Two (2) students from South Terrebonne High School will compete at the International Science and Engineering Fair in Phoenix, Arizona, the week of May 8-14, 2016 (attached).

Mr. Aubrey "Bubba" Orgeron, Assistant Superintendent, demonstrated the use of Google Walkthroughs.

There being no further business to come before the **Education, Technology, and Policy Committee**, the meeting adjourned at 5:32 P.M.

Respectfully submitted,

Richard Jackson, Chairman

Vicki Bonvillain, Vice-Chairwoman

JB

The report of the Education, Technology, and Policy Committee meeting was concluded, and President DeHart reassumed the Chair and presided for the remainder of the proceedings.

The Executive Committee report was presented to the Board.

Motion of Mr. Duplantis, seconded by Mr. Bordelon, unanimously carried, the Board received the following Executive Committee report in its entirety:

Dear Members of the Board:

The **Executive Committee** met at 5:30 P.M. on Tuesday, April 19, 2016, in the Board Room of the School Board Office with the following members present: Mr. Roger Dale DeHart, President, Mr. L. P. Bordelon, III, Vice-President, and Mrs. Vicki Bonvillain. Also in attendance were Mr. Donald Duplantis, Mr. Roosevelt Thomas, Superintendent Philip Martin, and Mrs. Rebecca Breaux.

The meeting began with an invocation and Pledge of Allegiance to the Flag.

The **Executive Committee** examined and authorized payment of invoices for the current month (including supplemental payroll and travel expenses).

The **Executive Committee** addressed member concerns.

There being no further business to come before the **Executive Committee**, the meeting was adjourned.

Respectfully submitted,

Roger Dale DeHart, President

L. P. Bordelon, III, Vice-President

Vicki Bonvillain

MH

The Executive Committee report was concluded.

The report of the Board of Directors of Terrebonne Construction Company, Inc. was then presented to the Board.

Motion of Mr. Duplantis, seconded by Mrs. Bonvillain, unanimously carried, the Board received the following report of the Board of Directors of Terrebonne Construction Company, Inc. in its entirety:

Dear Members of the School Board:

The **Board of Directors of Terrebonne Construction Company, Inc.** met immediately following the Executive Committee meeting on Tuesday, April 19, 2016, in the Board Room of the School Board Office with the following members present: Mr. Roger Dale DeHart, President, Mr. L. P. Bordelon, III, Secretary/Treasurer, and Mrs. Vicki Bonvillain. Also in attendance were Mr. Donald Duplantis, Mr. Roosevelt Thomas, Superintendent Philip Martin, and Mrs. Rebecca Breaux.

The **Board of Directors** received the March 2016 financial statement (attached).

There being no further business to come before the **Board of Directors of Terrebonne Construction Company, Inc.**, the meeting was adjourned.

Respectfully submitted,

Roger Dale DeHart, President

L. P. Bordelon, III, Secretary/Treasurer

Vicki Bonvillain

MH

The report of the Board of Directors of Terrebonne Construction Company, Inc. was concluded.

Motion of Mr. Duplantis, seconded by Mrs. Bonvillain, unanimously carried, the Board approved a leave of absence without pay in accordance with Policy (FILE: F-11.10) for Eric Zelasko, Instrumental Music Teacher at Mulberry Elementary School, beginning April 15, 2016, through August 2, 2016 (medical).

Motion of Dr. Babin, seconded by Mrs. Benoit, unanimously carried, the Board approved a family and medical leave in accordance with Policy (FILE: F-11.4a) for Charles Guillote, Teacher at South Terrebonne High School, beginning April 25, 2016, through May 27, 2016 (medical).

Motion of Mr. Bordelon, seconded by Mrs. Bonvillain, unanimously carried, the Board approved a family and medical leave in accordance with Policy (FILE: F-11.4a) for Dwayne Eschete, Buyer in the Purchasing/Warehouse Department, beginning May 20, 2016, through June 30, 2016 (medical).

Motion of Dr. Babin, seconded by Mrs. Benoit, unanimously carried, the Board voted to adjourn its meeting **(6:30 P.M.)**.

/s/ Philip Martin, Secretary

/s/ Roger Dale DeHart, President

RLB