

# PROCEEDINGS OF THE TERREBONNE PARISH SCHOOL BOARD

**September 3, 2019**

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 Mrs. Debi Benoit, president, presiding, and the following members present: Mrs. Stacy V. Solet, vice president; Mr. Michael T. LaGarde, Mr. Gregory Harding, Mr. Matthew J. Ford, Mr. Clyde F. Hamner, Mr. Roger Dale DeHart, Dr. MayBelle N. Trahan, and Mr. Dane Voisin.

ABSENT: None

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

A moment of silence was observed in memory of Edna M. "Susie" Ball, retired school teacher; Janice D. Johnson, retired school teacher; Muriel R. Wallace, retired paraprofessional; Cloteal Williams, retired school bus operator; Emil Joller, retired school teacher, and Charles Duet, retired school bus operator who recently passed away.

Motion of Mrs. Solet, seconded by Mr. Hamner, unanimously carried, the Board approved the minutes of School Board Meeting of August 6, 2019, as recorded.

At this time, the Board recognized the following 2019-2020 Terrebonne Parish Principals of the Year:

- Elementary School Principal of the Year – Miranda Babin, Schriever Elementary School
- Middle/Junior High School Principal of the Year (Regional and State Semi-Finalist) – Ronald J. Foret, Caldwell Middle School
- High School Principal of the Year – William Simmons, Jr., Louis Miller Terrebonne Career & Technical High School

The Board recognized the following 2019-2020 Terrebonne Parish Teachers of the Year:

- Elementary School Teacher of the Year (Regional and State Semi-Finalist) – Kristal Eimer, Schriever Elementary School
- Middle/Junior High School Teacher of the Year – Pamela Fussell, Montegut Middle School
- High School Teacher of the Year – Adrianna Adams, South Terrebonne High School

The Board recognized the following 2018-2019 Outstanding School Support Employees:

- Elementary School Level – Jodie Parfait, School Secretary, Legion Park Elementary School
- Middle/Junior High School Level – Aliscia Swan, School Custodian, Evergreen Jr. High School

- High School Level – Cindy Callahan, School Food Service Technician, Terrebonne High School

The Board then gave special recognition to the following Terrebonne Parish Schools' STAR (Highly-Effective Teachers) for 2018-2019:

Stephanie Autin	Acadian Elementary School
Angie Broussard	Acadian Elementary School
Kristen Dupre Stevens	Acadian Elementary School
Ami Sheals	Acadian Elementary School
Catherine White	Bourg Elementary School
Shelly Bergeron	Caldwell Middle School
Charlene Dufrene	Caldwell Middle School
Jessica Green Folmar	Caldwell Middle School
April Guerrero	Caldwell Middle School
Melissa Guidry	Caldwell Middle School
Sunshine Hebert	Caldwell Middle School
Olisa Austin	Coteau-Bayou Blue Elementary School
Lynne Chaisson	Dularge Elementary School
Brandi Holcomb	Dularge Elementary School
Jessica Marcus	Dularge Elementary School
Madenna Voisin	Dularge Elementary School
Kacie Olden-Woods	Ellender Memorial High School
Cally Trosclair	Ellender Memorial High School
Ashley Johnson	Grand Caillou Elementary School
Amy Price	Grand Caillou Middle School
Heidi Bunnell	H. L. Bourgeois High School
Shannon Marcel	H. L. Bourgeois High School
Celeste Adams	H. L. Bourgeois High School
Amy Williams	Houma Jr. High School
Patricia Ledet Rodrigue	Lacache Middle School
Summer Skarke	Lacache Middle School
Alexis Voisin	Lacache Middle School
Brandon Brown	Legion Park Elementary School
Rochanne George	Legion Park Elementary School
Micaela McLaughlin	Legion Park Elementary School
Laquantis Williams	Legion Park Elementary School
Stacey Theriot	Legion Park Elementary School
Megan Luke	Lisa Park Elementary School
Bambi Billiot	Montegut Middle School
Rebecca Kraemer Boudreaux	Montegut Middle School
Tiffnie Sevin	Montegut Middle School
Gayle Westley	Montegut Middle School
Dawn Lirette	Montegut Middle School
Jennifer Bourg	Mulberry Elementary School
Paula Smith	Mulberry Elementary School
Tori Louviere	Mulberry Elementary School
Jessica Freeman	Oaklawn Middle School
Jena Terrebonne	Oaklawn Middle School
Christopher Forsyth	South Terrebonne High School
Richard Sasser	South Terrebonne High School
Kendra Russ	Southdown Elementary School
Kristi Deroche	Southdown Elementary School
Donna Benoit	Terrebonne High School
Katelyn Delaune	Terrebonne High School
Stephanie Pellegrin	Terrebonne High School
Erin Boudreaux	Terrebonne High School
Julie Smith	Terrebonne High School
Emily Stoufflet	Terrebonne High School
Manderly Boudreaux	Upper Little Caillou Elementary School
Laverne Dupre	Upper Little Caillou Elementary School
Becky Theriot	Upper Little Caillou Elementary School
Chancey Jackson	Village East Elementary School

Norris Chappel

Village East Elementary School

Several announcements were made by President Benoit regarding upcoming meetings.

Mr. Charles Brown, representing the Southdown Alumni Association, addressed the Board extending gratitude to the Superintendent and Terrebonne Parish School Board Members on the rebuilding of Southdown Elementary School.

The following report of the Education, Technology, and Policy Committee Meeting was presented to the Board with Dr. Trahan, chairwoman, presiding:

Dear Members of the Board:

The **EDUCATION, TECHNOLOGY, and POLICY COMMITTEE** met on Tuesday, August 20, 2019, at 5:00 P.M. in the Board Room of the School Board Office with the following members present: Dr. MayBelle Trahan, chairwoman; Mr. Matthew Ford, vice chairman, and Mrs. Debi Benoit. Also in attendance were Mrs. Stacy Solet, Board vice-president; Mr. Clyde Hamner, Mr. Roger Dale DeHart, Mr. Michael LaGarde, Mr. Philip Martin, Superintendent, and members of the staff.

Chairwoman Trahan called the meeting to order. The meeting began with the invocation and Pledge of Allegiance to the Flag.

Mr. Gregory Harding entered the meeting at this time.

Mrs. Mary Aucoin, Supervisor of Special Education, presented new policy FILE: G-2.4c.1 Special Education Advisory Committee (*Policy Alert* attached).

### **RECOMMENDATION NO. 1**

**The Committee recommends** that the Board approve, as presented, new policy FILE: G-2.4c.1 Special Education Advisory Council:

#### **NEW POLICY**

**FILE: G-2.4c.1**  
**Cf: B-8, B-11, B-11.5**  
**Cf: B-12.7, G-2.4c**

#### **SPECIAL EDUCATION ADVISORY COUNCIL**

**The Superintendent, prior to January 1, 2020, shall create a Special Education Advisory Council, which shall provide advice and recommendations regarding special education policies, procedures, and resources. The Council shall also engage in outreach activities to the community at large to increase the level of knowledge, support, and collaboration with respect to special education.**

**The number of Council members and composition of the Council shall be determined by the Superintendent. The Superintendent shall appoint the Council members in accordance with the following statutory requirements:**

- 1. Fifty percent (50%) of the membership shall be parents or legal guardians of students with an exceptionality, other than gifted and talented, who are enrolled in a school under the jurisdiction of the public school governing authority.**

2. Twenty-five percent (25%) of the membership shall be teachers, principals, or paraprofessionals.
3. Twenty-five percent (25%) of the membership shall be other special education stakeholders.

In selecting Council members, an effort shall be made to include parents of students in elementary, middle, and high school grades.

The Superintendent shall designate the chairperson of the Council. The chairperson shall be responsible for calling the Council's meetings, preside over the meetings, and establish the agendas for the meetings, all in consultation with the Superintendent.

The Special Education Advisory Council shall meet at least three (3) times during a school year. All meetings of the Special Education Advisory Council shall be subject to the same policies and statutory provisions as regular, special, and committee meetings of the School Board. All meetings shall be open to the public, except in those instances allowed as provided by state law. A majority of the committee membership shall constitute a quorum for holding a meeting and making recommendations. Minutes shall be taken of the proceedings of all Special Education Advisory Council meetings. A written report shall be prepared by the Special Education Advisory Council and submitted to the Superintendent in May of each year regarding its activities.

No liability or cause of action against the public school district, public charter school or other public school, or any officer or employee thereof for any action taken by members of the Special Education Advisory Council.

**New policy: August 2019**

**Ref: La. Rev. Stat. Ann. §§17:81, 17:1944.1, 42:12, 42:13, 42:14, 42:15, 42:16, 42:17, 42:19, 42:20, 42:24, 42:25; Board minutes, 9-3-19.**

Ms. Kim Vauclin, Supervisor of Child Welfare and Attendance, presented recent legislative changes to policy FILE: H-3.6h Behavioral Health Services for Students (*Policy Alert* attached).

### **RECOMMENDATION NO. 2**

**The Committee recommends** that the Board approve, as presented, revised policy FILE: H-3.6h Behavioral Health Services for Students:

**FILE: H-3.6h**  
**Cf: G-2.4c, H-3.6, H-12**

### **BEHAVIORAL HEALTH SERVICES FOR STUDENTS**

The Terrebonne School Board recognizes the connection between a student's social, emotional, and mental well-being and the student's academic success. The School Board desires to assist students in developing the social and emotional skills needed for participation in the educational environment and society at large. In addition to any support services provided by the School Board, the School Board shall allow behavioral health providers to provide behavioral health services to a student at school during school hours if the student's parent or legal guardian provides a written request for such behavioral health provider and services to the

Superintendent or Superintendent's designee, and all other requirements of La. Rev. Stat. Ann. §§17:173 and 17:3996, this policy, and any administrative procedures are met.

A behavioral health provider who provides services according to this policy shall:

1. Maintain general liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 per aggregate and provide a certificate of insurance naming the public school as the certificate holder.
2. Complete a criminal background check conducted by the Louisiana State Police and shall pay all related costs.

Behavioral health services shall be permitted during school hours if the student's parent or legal guardian presents a behavioral health evaluation performed by an evaluator chosen by the parent or legal guardian and the evaluation indicates that the services are necessary during school hours to assist the student with behavioral health impairments that the evaluator determines are interfering with the student's ability to thrive in the educational setting. A behavioral health evaluation presented by the parent or legal guardian of a student shall not be construed as an independent educational evaluation for purposes of determining if a student meets the criteria established for eligibility for special education and related services.

In addition, the parent or legal guardian of a student receiving services from a behavioral service provider shall be required to execute a *consent to release information* form between the provider and the School Board.

Behavioral health services may be provided during instructional time in English, reading, mathematics, and science if the School Board and the behavioral health provider mutually agree that it is in the best interest of the student.

The School Board shall not enter into a contract or an exclusive agreement with a behavioral health provider that prohibits the parent or legal guardian from choosing the behavioral health provider for the student. However, the provisions of this paragraph shall not impair any existing contract on the effective date of this policy, or the renewal thereof.

The cost of all behavioral health services provided to a student shall be the sole responsibility of the parent or legal guardian, individually or through an applicable health insurance policy, Medicaid, or other third-party payer, other than the School Board, that has made funds available for the payment for the services provided.

While on a school campus, a behavioral service provider shall comply with, and abide by, the terms of any *Individualized Education Plan, Individualized Accommodation Plan, Section 504 Plan, Behavior Management Plan, or Individualized Health Plan* applicable to a student who is a patient of the provider. The services furnished by a provider shall be incorporated into a written treatment plan applicable to a student.

The School Board shall establish reporting requirements for a behavioral health provider related to the student's progress and student and school safety concerns as related to the student's educational program.

The Superintendent shall approve administrative procedures to provide for student safety and effective implementation of this policy.

The School Board may establish sanctions, including termination of a provider's authorization to provide services on any school campus, against a behavioral health provider for failure to comply with the provisions of this policy and associated procedures and/or any other School Board policy and procedures.

#### DEFINITIONS

**Applied behavior analysis provider shall mean a provider who is licensed, certified, or registered by the Louisiana Behavior Analyst Board and is in good standing to provide applied behavior analysis services.**

**Applied behavior analysis services shall include the design, implementation, and evaluation of systematic instructional and environmental modifications by an applied behavior analysis provider to produce socially significant improvements in behavior as described in the Behavior Analyst Practice Act.**

*Behavioral health evaluation* shall include but not be limited to the following criteria:

- Diagnosis
- Type of intervention
- Length of intervention
- Identification of a student's goals
- Identification of impact of student behavior on a student's educational program
- **Recommendations for applied behavior analysis services**

*Behavioral health provider* shall mean a provider who is licensed by the Louisiana Department of Health or a health profession licensing board and is in good standing to provide behavioral health services in Louisiana including but not limited to a psychiatrist, psychologist, medical psychologist, licensed specialist in school psychology, marriage and family therapist, professional counselor, clinical social worker, **applied behavioral analysis provider**, or a behavioral health provider organization licensed to provide health services in Louisiana.

*Behavioral health services* shall include but not be limited to individual psychotherapy, family psychotherapy, psychotropic medication management, community psychiatric support and treatment, ~~and~~ crisis intervention, **and medically necessary applied behavior analysis services.**

*Evaluator* shall mean a licensed psychiatrist, psychologist, medical psychologist, licensed specialist in school psychology, professional counselor, marriage and family therapist, or clinical social worker who is certified by the respective board of examiners in Louisiana to provide necessary evaluations and who is not an employee of the School Board or the Louisiana Department of Education.

**No provisions of this policy shall be construed to supersede any of the following:**

- 1.** The authority of a student's Individualized Education Program Team or Section 504 Committee to determine appropriate services for a

student pursuant to applicable federal and state law shall ~~not be superseded by any provisions of this policy.~~

**2. The provisions of the Behavioral Health Services Provider Licensing Law or any regulation promulgated by the Louisiana Department of Health pursuant to that law.**

**3. The provisions of the Behavior Analysis Practice Act.**

New policy: September 4, 2018

Revised: August 2019

Ref: 20 USC 1232(g-i) (*Family Educational Rights and Privacy Act*); La. Rev. Stat. Ann. §§17:7, 17:173; Board minutes, 9-4-18, **9-3-19**.

Ms. Vauclin presented the 2019-2020 Code of Student Conduct. She stated there were no revisions for this school year.

Mrs. Peggy Marcel, Supervisor of Federal Programs, introduced Ms. Jamie Billiot, Camp Director of the Native Youth Community Project (NYCP) 2019 Summer Camp. Ms. Billiot stated forty (40) students representing all four (4) high schools (H. L. Bourgeois, Terrebonne, Ellender, and South Terrebonne) participated in the five (5) day program. Chloe Racine, H. L. Bourgeois High School student, remarked that she enjoyed being introduced to her cultural family consisting of elders and other Indian students. Rhett Williams, South Terrebonne High School student, presented baskets he was taught to weave from his elders. Both students stated that the program has made a big impact on them.

Mr. Aubrey "Bubba" Orgeron, Assistant Superintendent, presented information on the 2019 Academic Strategic Plan and Academic Goals for the Terrebonne Parish School District.

A motion offered by Mr. Ford, regarding the Superintendent and staff to conduct a cost analysis for a Terrebonne Parish School District Parent Paid Pre-Kindergarten Program, failed to carry due to lack of a second.

There being no further business to come before the **Education, Technology, and Policy Committee**, the meeting adjourned at 5:47 P.M.

Respectfully submitted,

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MayBelle Trahan, Ed.D., Chairwoman

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Matthew Ford, Vice Chairman

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Debi Benoit

ABO/jb

Motion of Mr. DeHart, seconded by Mr. Hamner, unanimously carried, the Board approved, as presented, the following new policy FILE: G-2.4c.1 Special Education Advisory Council:

**NEW POLICY**

**FILE: G-2.4c.1**  
**Cf: B-8, B-11, B-11.5**  
**Cf: B-12.7, G-2.4c**

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Motion of Mr. Hamner, seconded by Mrs. Solet, unanimously carried, the Board approved, as presented and outlined in the foregoing report, revised policy FILE: H-3.6h Behavioral Health Services for Students.

The report of the Education, Technology, and Policy Committee Meeting was concluded, and President Benoit reassumed the Chair.

The following report of the Buildings, Food Service, and Transportation Committee Meeting was presented to the Board with Mr. Harding, chairman, presiding:

Dear Members of the Board:

The **BUILDINGS, FOOD SERVICE, and TRANSPORTATION COMMITTEE** met immediately following the 5:00 P.M. Education, Technology, and Policy Committee on Tuesday, August 20, 2019, in the Board Room of the School Board Office with the following members present: Mr. Gregory Harding, chairman, and Mr. Roger Dale DeHart. Mr. Dane Voisin was absent. Also in attendance were Mrs. Debi Benoit, Board president; Mrs. Stacy Solet, Board vice president; Dr. MayBelle Trahan, Mr. Clyde Hamner, Mr. Michael LaGarde, Mr. Matthew Ford, Superintendent Philip Martin, and members of the staff.

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

Mr. Curtis Constrantiche, Purchasing Agent, addressed the Committee regarding acceptance of bid received for leasing vacant East Houma Elementary School facility.

#### **RECOMMENDATION NO. 1**

**The Committee recommends** that the Board accept the bid received from Tyler Lirette, 4304 Country Drive, Bourg LA 70343, dba The River Church, for a three (3) year lease, with an option to renew for an additional three (3) years upon mutual agreement of both parties, for the vacant East Houma Elementary School facility, 222 Connely Street, Houma, Louisiana, in the amount of \$2,200.00 per month, beginning October 1, 2019, through September 30, 2022, proceeds to be deposited into the Building Fund for future projects, pending Board attorney review and receipt of appropriate certificate of insurance, and further, authorize the Board president to sign all necessary documents pertaining thereto.

Mr. Constrantiche addressed the Committee regarding auditorium renovations at South Terrebonne and Terrebonne High Schools (attached).

#### **RECOMMENDATION NO. 2**

**The Committee recommends** that the Board approve the lowest bid received, meeting all specifications, for the South Terrebonne and Terrebonne High Schools' Auditorium Renovations Project from TBT Contracting, Inc., 158 Lakeshore Drive, Thibodaux, 70301, for a total base bid of \$553,338.00, and reject Alternate #1, funding to be derived from previously budgeted funds in the Building Fund, and further, authorize the Board president to sign all necessary documents pertaining thereto.

Mr. Danny Hebert, P.E., dba Civil and Environmental Consulting Engineers, addressed the Committee regarding substantial completion of the artificial turf project at South Terrebonne and Terrebonne High Schools (attached).

#### **RECOMMENDATION NO. 3**

**The Committee recommends** that the Board approve the substantial completion of the artificial turf project at South Terrebonne and Terrebonne High Schools dated August 14, 2019, subject to the punch list; upon completion of the punch list, final inspection, and receipt of the lien-free certificate, authorize the release of retainage; and further, authorize the Board president to sign all necessary documents pertaining thereto.

Mr. Merlin Lirette, AIA, CEFP, The Merlin Group, Ltd., addressed the Committee regarding substantial completion of Southdown Elementary School (attached).

#### **RECOMMENDATION NO. 4**

**The Committee recommends** that the Board ratify a change order for the Southdown Elementary School construction project to increase the contract time by 340 calendar days, from June 16, 2018, to May 22, 2019, approve the substantial completion dated May 22, 2019, subject to the punch list; upon completion of the punch list, final inspection, and receipt of the lien-free certificate, authorize the release of retainage; and further, authorize the Board president to sign all necessary documents pertaining thereto.

Mr. Stevie Smith, All South Consulting Engineers, LLC, addressed the Committee regarding an update of Elementary Playground Equipment.

Mr. Lirette addressed the Committee regarding a construction update of the Mulberry Elementary School addition.

Mr. Sammy Poiencot, Plant Operations Manager, addressed the Committee regarding maintenance updates.

There being no further business to come before the **Buildings, Food Service, and Transportation Committee**, the meeting was adjourned at 6:30 P.M.

Respectfully submitted,

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Gregory Harding, Chairman

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Roger Dale DeHart

SP/sn

Motion of Mr. DeHart, seconded by Mr. Hamner, unanimously carried, the Board accepted the bid received from Tyler Lirette, 4304 Country Drive, Bourg LA 70343, dba The River Church, for a three (3) year lease, with an option to renew for an additional three (3) years upon mutual agreement of both parties, for the vacant East Houma Elementary School facility, 222 Connely Street, Houma, Louisiana, in the amount of \$2,200.00 per month, beginning October 1, 2019, through September 30, 2022, proceeds to be deposited into the Building Fund for future projects, pending Board attorney review and receipt of appropriate certificate of insurance, and further, authorized the Board president to sign all necessary documents pertaining thereto.

Motion of Dr. Trahan, seconded by Mr. Voisin, unanimously carried, the Board approved the lowest bid received, meeting all specifications, for the South Terrebonne and Terrebonne High Schools' Auditorium Renovations Project from TBT Contracting, Inc., 158 Lakeshore Drive, Thibodaux, 70301, for a total base bid of \$553,338.00, and rejected Alternate #1, funding to be derived from previously

budgeted funds in the Building Fund, and further, authorized the Board president to sign all necessary documents pertaining thereto.

Mr. Curtis Constrantiche, Purchasing Agent, addressed the Board regarding the foregoing motion.

Motion of Mrs. Solet, seconded by Dr. Trahan, unanimously carried, the Board approved the substantial completion of the artificial turf project at South Terrebonne and Terrebonne High Schools dated August 14, 2019, subject to the punch list; upon completion of the punch list, final inspection, and receipt of the lien-free certificate, authorized the release of retainage; and further, authorized the Board president to sign all necessary documents pertaining thereto.

Motion of Mr. DeHart, seconded by Mr. Voisin, unanimously carried, the Board ratified a change order for the Southdown Elementary School construction project to increase the contract time by 340 calendar days, from June 16, 2018, to May 22, 2019, approved the substantial completion dated May 22, 2019, subject to the punch list; upon completion of the punch list, final inspection, and receipt of the lien-free certificate, authorized the release of retainage; and further, authorized the Board president to sign all necessary documents pertaining thereto.

The report of the Buildings, Food Service, and Transportation Committee Meeting was concluded, and President Benoit reassumed the Chair.

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

Dear Members of the Board:

The **FINANCE, INSURANCE, and SECTION 16 LANDS COMMITTEE** met immediately following the 5:00 P.M. Education, Technology, & Policy Committee; and the Buildings, Food Service, & Transportation Committee meetings on Tuesday, August 20, 2019, in the Board Room of the School Board Office with the following members present: Mr. Clyde Hamner, chairman; Mr. Michael LaGarde, vice chairman, and Mrs. Stacy Solet. Also in attendance were Mrs. Debi Benoit, Board president; Dr. MayBelle Trahan, Mr. Roger Dale DeHart, Mr. Matthew Ford, Mr. Gregory Harding, Superintendent Philip Martin, and members of the staff.

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

Mr. Jack Moore, Risk Manager, presented information on Group Health Claims.

Mr. Moore presented information on Workers' Compensation Claims (attached).

Mr. Moore then addressed the Committee regarding Group Dental Insurance for 2020 (attached).

#### **RECOMMENDATION NO. 1**

**The Committee recommends** that the Board accept the proposal from Delta Dental Insurance Company for Group Dental Insurance, effective January 1, 2020.

Mr. Curtis Constrantiche, Purchasing Agent, addressed the Committee regarding a bid received for Hunting and Trapping privileges on Section 16 Lands.

**RECOMMENDATION NO. 2**

**The Committee recommends** that the Board accept the following highest bid received, meeting all specifications, for Hunting and Trapping privileges on Section 16 Lands for a five (5) year period, beginning September 1, 2019, through August 31, 2024, and allow the Purchasing Department to re-advertise those sections where no bid was received and those sections in which leases were surrendered, and further, authorize the Board president to sign all necessary documents pertaining thereto:

<b>Section 16, Township 18 South, Range 13 East</b>	<b>\$ 6,005.00</b>
Blaine Domingue 1224 Columbus Ave. Morgan City, LA 70380	

Mr. Constrantiche addressed the Committee regarding the assignment of a campsite lease for Campsite Lot B on the descending banks of Bayou Barre in Section 16, Township 20 South, Range 19 East.

**RECOMMENDATION NO. 3**

**The Committee recommends** that the Board approve the assignment of a campsite lease for Campsite Lot B on the descending banks of Bayou Barre in Section 16, Township 20 South, Range 19 East, from Mr. Kenneth Stoufflet to Mr. Jeffrey P. Matherne, for the remaining term of the current lease, ending August 31, 2027, and further, authorize the Board president to sign all necessary documents pertaining thereto.

Mrs. Rebecca Breaux, Chief Financial Officer, addressed the Committee regarding the Fiscal Year 2018/2019 Louisiana Compliance Questionnaire (attached).

**RECOMMENDATION NO. 4**

**The Committee recommends** that the Board adopt the following resolution in reference to the attached Louisiana Compliance Questionnaire for the 2018/2019 Fiscal Year:

**RESOLUTION**

**BE IT RESOLVED**, That the Terrebonne Parish School Board, in connection with the June 30, 2019 audit, adopts the Louisiana Compliance Questionnaire for submission to LaPorte CPAs and Business Advisors, and confirms that the representations made therein are to the best of the Board's knowledge and belief, and

**BE IT FURTHER RESOLVED**, That Debi Benoit, President of the Terrebonne Parish School Board, Philip Martin, Superintendent, and Rebecca Breaux, Chief Financial Officer, be authorized to sign said Questionnaire.

Mrs. Breaux addressed the Committee regarding a resolution providing for the incurring of debt and issuance of Limited Tax Revenue Bonds for the construction of the addition to Mulberry Elementary School.

**RECOMMENDATION NO. 5**

**The Committee recommends** that the Board adopt a resolution providing for the incurring of debt and issuance of not exceeding Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2019, of the Parish School Board of the Parish of Terrebonne, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination, and place of payment of said Bonds; providing for the payment thereof in principal and interest; authorizing the agreement with the Paying Agent; and providing for other matters in connection therewith, and further, authorize the Board president to sign all necessary documents pertaining thereto.

Mrs. Breaux presented the 2019/2020 original budget for the Special Revenue Fund.

**RECOMMENDATION NO. 6**

**The Committee recommends** that the Board adopt the following 2019/2020 original budget for the Special Revenue Fund:

**Special Revenue Fund  
Original Budget  
2019/2020 Fiscal Year**

<b><u>FUND NUMBER</u></b>	<b><u>FEDERAL FUNDS</u></b>	<b><u>CURRENT BUDGET</u></b>	<b><u>INCREASE (DECREASE)</u></b>	<b><u>REVISED BUDGET</u></b>
290	ESSA TITLE I REDESIGN	\$0	531,228	\$531,228

Mrs. Breaux presented the 2019/2020 revised budgets for the Special Revenue Funds.

**RECOMMENDATION NO. 7**

**The Committee recommends** that the Board adopt the following 2019/2020 revised budgets for the Special Revenue Funds:

**Special Revenue Funds  
Revised Budgets  
2019/2020 Fiscal Year**

<b><u>FUND NUMBER</u></b>	<b><u>FEDERAL FUNDS</u></b>	<b><u>CURRENT BUDGET</u></b>	<b><u>INCREASE (DECREASE)</u></b>	<b><u>REVISED BUDGET</u></b>
280	US DEPARTMENT OF HEALTH AND HUMAN SERVICES Early Childhood Community Network Lead Agencies	\$28,651	3,668	\$32,319
320	ESSA TITLE IV- Part A ESSA TITLE IV- Part	\$585,524	0	\$585,524

	A Set Aside	<u>0</u>	<u>10,000</u>	<u>10,000</u>
	TOTAL	\$585,524	10,000	\$595,524
410	NCLB TITLE VII- INDIAN EDUCATION			
	Current Year	\$419,754	(655)	\$419,099
	NCYP Current Year	<u>598,425</u>	<u>0</u>	<u>598,425</u>
	TOTAL	\$1,018,179	(655)	\$1,017,524
750	NCLB IDEA SPECIAL ED			
	IDEA Part B	\$4,433,431	0	\$4,433,431
	JAG AIM High	60,000	(10,000)	50,000
	Redesign	0	36,009	36,009
	SPDG-UIR	<u>0</u>	<u>27,063</u>	<u>27,063</u>
	TOTAL	\$4,493,431	53,072	\$4,546,503

<b><u>FUND NUMBER</u></b>	<b><u>STATE FUNDS</u></b>	<b><u>CURRENT BUDGET</u></b>	<b><u>INCREASE (DECREASE)</u></b>	<b><u>REVISED BUDGET</u></b>
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520	EARLY CHILDHOOD COMMUNITY NETWORK LEAD AGENCY STATE FUNDS	\$ 22,920	4,611	\$ 27,531
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630	8(g) PRESCHOOL/EARLY CHILDHOOD PROGRAM 8(g) Student Enhancement Block Grant	\$215,204	(2,728)	\$212,476
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<b><u>FUND NUMBER</u></b>	<b><u>LOCAL FUNDS</u></b>	<b><u>CURRENT BUDGET</u></b>	<b><u>INCREASE (DECREASE)</u></b>	<b><u>REVISED BUDGET</u></b>
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460	MISCELLANEOUS GRANTS REVENUE			
	Chevron Basic Grant	\$ 0	0	\$0
	Conoco Phillips	0	0	0
	Project Lead the Way Chevron/John Deere	<u>45,000</u>	<u>(45,000)</u>	<u>0</u>
	TOTAL	\$ 45,000	(45,000)	\$0

	EXPENDITURES			
	Chevron Basic Grant	\$ 0	2,726	\$ 2,726
	Conoco Phillips	0	563	563
	Project Lead the Way Chevron/John			

Deere		<u>45,000</u>	<u>28,808</u>	<u>73,808</u>
TOTAL		\$ 45,000	\$32,097	\$ 77,097
EXCESS (DEFICIENCY) OF REVENUE		0	(77,097)	(77,097)
BEGINNING FUND BALANCE		0	77,097	77,097
ENDING FUND BALANCE		\$ 0	0	\$ 0

Superintendent Martin presented information regarding payroll dates.

Mrs. Breaux presented information on a Monthly Budget-to-Actual Comparison report (attached).

Mrs. Breaux presented an update on the Sales Tax collections report (attached). She stated that sales tax collections for the month of June 2019 are approximately 2.1% lower than June 2018, and sales tax collections for fiscal year 2018/2019 are approximately 1.6% higher than fiscal year 2017/2018.

There being no further business to come before the **Finance, Insurance, and Section 16 Lands Committee**, the meeting adjourned at 7:57 P.M.

Respectfully submitted,

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Clyde Hamner, Chairman

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Michael LaGarde, Vice Chairman

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Stacy Solet

RB/bp

Motion of Mrs. Solet, seconded by Mr. LaGarde, unanimously carried, the Board accepted the proposal from Delta Dental Insurance Company for Group Dental Insurance, effective January 1, 2020.

Motion of Mr. DeHart, seconded by Mrs. Solet, unanimously carried, the Board accepted the following highest bid received, meeting all specifications, for Hunting and Trapping privileges on Section 16 Lands for a five (5) year period, beginning September 1, 2019, through August 31, 2024, and allowed the Purchasing Department to re-advertise those sections where no bid was received and those sections in which leases were surrendered, and further, authorized the Board president to sign all necessary documents pertaining thereto:

**Section 16, Township 18 South, Range 13 East**

**\$ 6,005.00**

Blaine Domingue  
1224 Columbus Ave.  
Morgan City, LA 70380

Motion of Mr. Harding, seconded by Mrs. Benoit, unanimously carried, the Board approved the assignment of a campsite lease for Campsite Lot B on the descending banks of Bayou Barre in Section 16, Township 20 South, Range 19 East, from Mr. Kenneth Stoufflet to Mr. Jeffrey P. Matherne, for the remaining term of the

current lease, ending August 31, 2027, and further, authorized the Board president to sign all necessary documents pertaining thereto.

Motion of Mrs. Solet, seconded by Mr. LaGarde, unanimously carried, the Board adopted the following resolution in reference to the attached Louisiana Compliance Questionnaire for the 2018/2019 Fiscal Year:

**RESOLUTION NO. 1905**

**BE IT RESOLVED**, That the Terrebonne Parish School Board, in connection with the June 30, 2019 audit, adopts the Louisiana Compliance Questionnaire for submission to LaPorte CPAs and Business Advisors, and confirms that the representations made therein are to the best of the Board's knowledge and belief, and

**BE IT FURTHER RESOLVED**, That Debi Benoit, President of the Terrebonne Parish School Board, Philip Martin, Superintendent, and Rebecca Breaux, Chief Financial Officer, be authorized to sign said Questionnaire.

Motion of Mr. DeHart, seconded by Mrs. Solet, with the exception of Mr. Ford who objected, the Board adopted the following resolution providing for the incurring of debt and issuance of not exceeding Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2019, of the Parish School Board of the Parish of Terrebonne, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination, and place of payment of said Bonds; providing for the payment thereof in principal and interest; authorizing the agreement with the Paying Agent; and providing for other matters in connection therewith, and further, authorized the Board president to sign all necessary documents pertaining thereto:

**RESOLUTION NO. 1906**

A resolution providing for the incurring of debt and issuance of not exceeding Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2019, of the Parish School Board of the Parish of Terrebonne, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; authorizing the agreement with the Paying Agent; and providing for other matters in connection therewith.

**WHEREAS**, the Parish School Board of the Parish of Terrebonne, State of Louisiana (the "Issuer") is authorized to levy a special tax of three and eighty-six hundredths (3.86) mills (such rate being subject to adjustment from time to time due to reassessment) in each year (the "Tax"); and

**WHEREAS**, the Issuer now desires to incur debt and issue its Limited Tax Revenue Bonds, Series 2019, in the principal amount of not exceeding Ten Million Dollars (\$10,000,000) (the "Bonds"), pursuant to Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, for the purpose of (i) purchasing, acquiring and improving capital improvements for the school system, including the necessary sites, equipment and furnishings therefor, title to which shall be in the public, and (ii) paying the costs of issuance of the Bonds; and

**WHEREAS**, the Issuer has no outstanding indebtedness of any kind payable from a pledge or dedication of the avails or proceeds of the Tax, EXCEPT for its Revenue

Bonds (Taxable QSCB), Series 2009, and Limited Tax Revenue Bonds, Series 2016 (collectively, the "Outstanding Parity Bonds"); and

**WHEREAS**, under the terms and conditions of the resolutions adopted by the Issuer authorizing the issuance of the Outstanding Parity Bonds (collectively, the "Outstanding Parity Bond Resolution"), the Issuer has authority to issue additional bonds on a parity with the Outstanding Parity Bonds under the terms and conditions provided therein; and

**WHEREAS**, the Issuer has determined that all the terms and conditions specified in the Outstanding Parity Bond Resolution have been or will be complied with prior to the delivery of the Bonds, and it is the express desire and intention of the Issuer that the Bonds be issued on a parity with the Outstanding Parity Bonds; and

**WHEREAS**, the estimated income to be realized from the levy of the Tax as reflected by the budget adopted by the Issuer for the fiscal year 2020 is approximately \$3,527,670.00 and the maximum amount of principal and interest due in any year on the Bonds and the Outstanding Parity Bonds does not exceed seventy-five percent (75%) of said estimated income; and

**WHEREAS**, it is the desire of the Issuer to fix the details necessary with respect to the issuance of the Bonds and to provide for the authorization and issuance thereof;

**NOW, THEREFORE, BE IT RESOLVED** by the Parish School Board of the Parish of Terrebonne, State of Louisiana, that:

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

**"Act"** means Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority.

**"Additional Parity Bonds"** means any additional *pari passu* bonds which may hereafter be issued, pursuant to Section 9 hereof on a parity with the Bonds.

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

**"Bond" or "Bonds"** means the Limited Tax Revenue Bonds of the Issuer authorized by this Resolution in the total aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), and any bond of said issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

**"Bond Insurer"** shall mean the provider of a municipal bond insurance policy named in the Bond Purchase Agreement, if any.

**"Bond Purchase Agreement"** means the agreement for the purchase and sale of the Bonds by and between the Issuer and the Purchaser, in substantially the form attached hereto as **Exhibit A**.

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

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Date of Delivery"** means the date on which the Issuer receives payment for the Bonds, which shall be as set forth in the Bond Purchase Agreement.

**"Executive Officers"** means, collectively, the President and the Secretary of the Governing Authority.

**"Fiscal Year"** means the twelve-month period commencing on July 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the Issuer.

**"Governing Authority" or "Issuer"** means the Parish School Board of the Parish of Terrebonne, State of Louisiana.

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

**"Interest Payment Date"** means March 1 and September 1 of each year in which the Bonds are outstanding, commencing March 1, 2020, unless a different date is set forth in the Bond Purchase Agreement.

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

1. Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Resolution;
3. Bonds alleged to have been mutilated, destroyed, lost or stolen as provided in this Resolution or by law; and
4. Bonds which have been paid or for the payment of the principal of and interest on which money or Government Securities or both are held in trust with the effect specified in this Resolution.

**"Outstanding Parity Bonds"** means, collectively, the Series 2009 Bonds and Series 2016 Bonds.

**"Outstanding Parity Bond Resolution"** means, collectively, the resolutions adopted by the Governing Authority on October 6, 2009, as amended and supplemented on November 17, 2009, authorizing the issuance of the Series 2009 Bonds, and the resolution adopted by the Governing Authority on March 1, 2016, authorizing the issuance of the Series 2016 Bonds.

**"Owner" or "Owners"** when used with respect to any Bond means the Person in whose name such Bond is registered in the Bond Register.

**"Paying Agent"** means Argent Trust Company, in the City of Ruston, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Resolution and thereafter "Paying Agent" shall mean such successor Paying Agent.

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

**"Purchaser"** means Raymond James & Associates, Inc., of New Orleans, Louisiana, the original purchaser of the Bonds.

**"Record Date"** for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date.

**"Resolution"** means this resolution authorizing the issuance of the Bonds, as it may be supplemented and amended.

**"Series 2009 Bonds"** means the Issuer's Revenue Bonds (Taxable QSCB), Series 2009.

**"Series 2016 Bonds"** means the Issuer's Limited Tax Revenue Bonds, Series 2016.

**"Tax"** means the special tax of three and eighty-six hundredths (3.86) mills (such rate being subject to adjustment from time to time due to reassessment) authorized by the Constitution of the State of Louisiana of 1974 to be levied and collected by the Issuer in each year.

**SECTION 2. Authorization of Bonds; Maturities.** In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of not exceeding Ten Million Dollars (\$10,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) paying the cost of purchasing, acquiring and improving capital improvements for the school system, including the necessary sites, equipment and furnishings therefor, title to which shall be in the public, and (ii) paying the costs of issuance of the Bonds, and to represent said indebtedness, this Governing Authority does hereby authorize the issuance of not exceeding Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2019, of the Issuer (provided, however, that if the Date of Delivery occurs in a calendar year other than 2019, the series designation shall change accordingly).

The Bonds shall be dated the Date of Delivery, shall be numbered consecutively from R-1 upwards, shall mature on March 1 in each of the years and in the principal amounts as shall be set forth in the Bond Purchase Agreement, may be serial bonds or term bonds with mandatory call provisions, as set forth in the Bond Purchase Agreement, shall be sold at not less than 95% of the par value thereof, and shall mature no later than twenty (20) years from the Date of Delivery. The unpaid principal of the Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided, payable on each Interest Payment Date.

The principal of and interest on the Bonds shall be payable in such coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

The Bonds shall bear interest at a rate or rates of interest (not exceeding 5.25% per maturity per annum) and shall be sold at such all as set forth in the Bond Purchase Agreement.

The principal of the Bonds, upon maturity or redemption, shall be payable at the principal office of the Paying Agent, upon presentation and surrender thereof, and interest on the Bonds will be payable by check mailed by the Paying Agent to the Owner (determined as of the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Resolution upon transfer or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds outstanding, all payments of principal and interest on the Bonds will be made by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number will accompany all payments of principal and interest, whether by check or by wire transfer.

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

The Bonds are hereby issued on a parity with the Outstanding Parity Bonds, and the Bonds shall rank equally with and enjoy complete parity of lien with the Outstanding Parity Bonds on the revenues pledged to the payment therefor or other funds specially applicable to the payment of said Outstanding Parity Bonds, including funds established under the Outstanding Parity Bond Resolution authorizing the issuance of the Outstanding Parity Bonds.

**SECTION 3. Book-Entry Registration of Bonds.** The Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as registered owner of the Bonds, and held in the custody of DTC. The Secretary of the Governing Authority of the Issuer or any other officer of the Issuer is authorized to execute and deliver a Letter of Representation to DTC on behalf of the Issuer with respect to the issuance of the Bonds in book-entry only format. The terms and provisions of said Letter of Representation shall govern in the event of any inconsistency between the provisions of this Resolution and said Letter of Representation. Initially, a single certificate will be issued and delivered to DTC for each maturity of the Bonds. The Beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

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

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

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

- (a) DTC determines to discontinue providing its service with respect to the Bonds. Such a determination may be made at any time by giving 30 days' notice to the Issuer and the Paying Agent and discharging its responsibilities with respect thereto under applicable law; or

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

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

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

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

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

**SECTION 4. Redemption Provisions.** The Bonds shall be subject to optional and mandatory redemption as shall be set forth in the Bond Purchase Agreement.

In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Bonds are not required to be redeemed in inverse order of maturity. Official notice of such call of any of the Bonds for optional redemption shall be given by the Paying Agent by means of first class mail, postage prepaid, by notice deposited in the United States mails or via accepted means of electronic communication not less than thirty (30) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address as shown on the Bond Register.

**SECTION 5. Registration and Transfer.** The Issuer shall cause the Bond Register to be kept by the Paying Agent. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 for any one maturity, or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register the transfer of, or exchange (i) any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date, or (ii) any Bond called for redemption prior to maturity, during a period beginning at the opening of business fifteen (15) days before the date of mailing of a notice of redemption of such Bond and ending on the date of such redemption.

**SECTION 6. Form of Bonds.** The Bonds and the endorsements to appear thereon shall be in substantially the following forms, respectively, to-wit:

(FORM OF BOND)

NO. R-\_\_\_\_\_

PRINCIPAL AMOUNT \$\_\_\_\_\_

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

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

**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF TERREBONNE  
LIMITED TAX REVENUE BOND, SERIES 2019  
OF THE  
PARISH SCHOOL BOARD OF THE  
PARISH OF TERREBONNE, STATE OF LOUISIANA**

Bond	Maturity	Interest	CUSIP
<u>Date:</u>	<u>Date:</u>	<u>Rate:</u>	<u>Number:</u>
____, 2019	March 1, ____	____%	

**THE PARISH SCHOOL BOARD OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA** (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

REGISTERED OWNER: CEDE & CO. (Tax Identification #13-2555119)

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year, commencing March 1, 2020 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the principal office of Argent Trust Company, in the City of Ruston, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds outstanding, all payment of principal, premium, if any, and interest on the Bonds will be paid by

wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal, premium, and interest, whether by check or by wire transfer.

FOR SO LONG AS THIS BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE ISSUER KEPT BY THE PAYING AGENT, AS BOND REGISTRAR, THIS BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE RESOLUTION, SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE RESOLUTION AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (i) UPON PRESENTATION AND SURRENDER HEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (ii) AT THE WRITTEN REQUEST OF CEDE & CO., BY CHECK MAILED TO CEDE & CO. BY THE PAYING AGENT OR BY WIRE TRANSFER TO CEDE & CO. BY THE PAYING AGENT IF CEDE & CO. AS BOND OWNER SO ELECTS. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE PAYING AGENT SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE RESOLUTION, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THIS BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SURRENDERED TO THE PAYING AGENT FOR CANCELLATION.

This Bond is one of an authorized issue aggregating in principal the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of Limited Tax Revenue Bonds, Series 2019, of the Issuer (the "Bonds") all of like tenor and effect except as to number, denomination, interest rate and maturity, said Bonds having been issued by the Issuer pursuant to a resolution adopted by its governing authority on September 3, 2019 (the "Resolution"), for the purpose of (i) purchasing, acquiring and improving capital improvements for the school system, including the necessary sites, equipment and furnishings therefor, title to which shall be in the public, and (ii) paying the costs of issuance of the Bonds, under the authority conferred by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended (R.S. 39:1430), and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a single maturity. As provided in the Resolution, and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination.

Subject to the limitations and requirements provided in the Resolution, the transfer of this Bond shall be registered on the registration books of the Paying Agent/Registrar upon surrender of this Bond at the principal corporate trust office of the Paying Agent/Registrar as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and a guaranty of signature satisfactory to the Paying Agent/Registrar, duly executed by the registered owner or his attorney duly authorized, in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent/Registrar may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and

for all other purposes, and neither the Issuer nor the Paying Agent/Registrar shall be affected by any notice to the contrary.

The Issuer and the Paying Agent/Registrar shall not be required to (a) issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 15th day of the month next preceding an interest payment date or any date of selection of Bonds to be redeemed and ending at the close of business on the interest payment date or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

The Bonds maturing March 1, 20\_\_, and thereafter, will be callable for redemption by the Issuer in full or in part at any time on or after March 1, 20\_\_, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof and accrued interest to the date fixed for redemption.

In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Bonds are not required to be redeemed in inverse order of maturity. Official notice of such call of any of the Bonds for optional redemption shall be given by the Paying Agent by means of first class mail, postage prepaid, by notice deposited in the United States mails or via accepted means of electronic communication not less than thirty (30) days prior to the redemption date addressed to the Owner of each Bond to be redeemed at his address as shown on the Bond Register.

[INSERT MANDATORY SINKING FUND REDEMPTION LANGUAGE, IF REQUIRED]

The Bonds are issued on a parity with the Issuer's outstanding Revenue Bonds (Taxable QSCB), Series 2009, and Limited Tax Revenue Bonds, Series 2016 (collectively, the "Outstanding Parity Bonds"), and it is certified the Issuer has complied with all the terms and conditions set forth in the resolutions authorizing the issuance of the Outstanding Parity Bonds.

This Bond, and the issue of which it forms a part, are secured by and payable from, equally with the Outstanding Parity Bonds, an irrevocable pledge and dedication of the funds to be derived by the Issuer from the levy and collection of a special tax of three and eighty-six hundredths (3.86) mills (such rate being subject to adjustment from time to time due to reassessment), which the Issuer is authorized to impose and collect in each year (the "Tax"). Said special tax has been authorized to be levied on all the property subject to taxation within the corporate boundaries of the Issuer. For a more complete statement of the revenues from which and conditions under which this Bond is issued, reference is hereby made to the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of registration hereon shall have been signed by the Paying Agent.

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

IN WITNESS WHEREOF, the Parish School Board of the Parish of Terrebonne, State of Louisiana, has caused this Bond to be executed in its name by the [manual] signatures of the President and the Secretary of the Governing Authority of the Issuer, and the corporate seal of the Issuer to be impressed hereon.

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

(facsimile or manual)  
Secretary, Parish School Board

(facsimile or manual)  
President, Parish School Board

(SEAL)

\* \* \* \* \*

PAYING AGENT'S CERTIFICATE OF REGISTRATION

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

Argent Trust Company,  
Ruston, Louisiana  
as Paying Agent

By: \_\_\_\_\_  
Authorized Officer

Date of Registration: \_\_\_\_\_

\* \* \* \* \*

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

Please Insert Social Security  
or other Identifying Number  
of Assignee  
\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

\* \* \* \* \*

**SECTION 7. Execution of Bonds.** The Bonds shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and corporate seal may be either manual or facsimile.

**SECTION 8. Pledge and Dedication of Revenues.** The Bonds shall be secured by and payable solely from, equally with the Outstanding Parity Bonds, an irrevocable pledge and dedication of the avails or proceeds of the Tax. This Governing Authority does hereby obligate itself and its successors in office to impose and collect the Tax in each year, and does hereby irrevocably and irrevocably dedicate, appropriate and pledge the annual income to be derived from the assessment, levy and collection of the Tax in each year to the payment of the Bonds and the Outstanding Parity Bonds, so long as the Bonds and the Outstanding Parity Bonds are Outstanding. The Issuer further covenants that it shall not lower the Tax rate to result in lower Tax revenues than were collected in the Fiscal Year prior to the proposed adjustment.

**SECTION 9. Additional Parity Bonds.** The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax having priority over or parity with the Bonds or the Outstanding Parity Bonds, except that additional bonds may hereafter be issued on a parity with the Bonds under the following conditions:

- (a) The Bonds herein authorized or any bonds issued on a parity therewith or any part thereof, including the interest thereon, may be refunded, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the bonds refunded; provided, however, that if only a portion of the bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the bonds refunded thereby, then such bonds may not be refunded without the consent of the owner of the unrefunded portion of the bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause (b) of this Section).
- (b) Additional bonds may be issued on a parity with the Bonds and the Outstanding Parity Bonds with respect to the revenues of the Tax, provided that the anticipated Tax revenues in the year in which the additional bonds are to be issued, as reflected in the budget adopted by the Issuer, must be at least *1.50 times* the sum of the maximum combined principal and interest requirements on the Bonds and the Outstanding Parity Bonds and the said additional bonds.
- (c) Junior and subordinate bonds may be issued without restriction.
- (d) The Issuer must be in full compliance with all covenants and undertakings in connection with the Bonds and the Outstanding Parity Bonds, and there must be no delinquencies in payments required to be made in connection therewith.

In addition to the foregoing, while the Series 2009 Bonds are still outstanding, the Issuer shall not be permitted to issue Additional Parity Bonds unless it shall deliver to the Owner of the Series 2009 Bonds, at least thirty (30) days prior to the date of any proposed issuance of Additional Parity Bonds, written evidence satisfactory to such Owner showing that the Tax revenues during twelve (12) consecutive months of

the previous eighteen (18) months would have been sufficient to produce revenues in an amount equal to 1.35 times the combined Maximum Annual Debt Service of the Bonds, Outstanding Parity Bonds and all outstanding Additional Parity Bonds, including the proposed Additional Parity Bonds.

**SECTION 10. Sinking Fund.** For the payment of the principal of and the interest on the Bonds, the Series 2016 Bonds and any Additional Parity Bonds, there has been created a special fund known as "Parish School Board of the Parish of Terrebonne, State of Louisiana, Limited Tax Revenue Bonds, Series 2016, Sinking Fund," (the "Sinking Fund"), with the regularly designated fiscal agent bank of the Issuer, which shall be maintained separately and apart from the "Parish School Board of the Parish of Terrebonne, State of Louisiana, Revenue Bonds (Taxable QSCB), Series 2009, Sinking Fund." The Issuer shall deposit in the Sinking Fund at least two (2) days in advance of the date on which each payment of principal and/or interest on the Bonds falls due, funds fully sufficient to promptly pay the maturing principal and/or interest so falling due on such date. The depository for the Sinking Fund shall transfer from the Sinking Fund to the Paying Agent funds fully sufficient to pay promptly the principal and interest falling due on the Series 2016 Bonds, the Bonds and any Additional Parity Bonds on such date.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have been budgeted out of the revenues of the Tax for any year sufficient to pay the principal and interest on the Bonds and the Outstanding Parity Bonds for that period, and all required amounts for that period have been deposited in the aforesaid Sinking Fund established for the Bonds and the Series 2016 Bonds and the sinking fund established for the Series 2009 Bonds, then any annual revenues of the Tax remaining in that year shall be free for expenditure by the Issuer for the purposes for which the Tax was authorized.

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

All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana.

**SECTION 11. Application of Proceeds.** The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to cause the necessary Bonds to be printed, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Bonds, except accrued interest, shall be used only for the purpose for which the Bonds are issued.

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

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

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

**SECTION 14. Severability; Application of Subsequently Enacted Laws.** In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Resolution which validate or make legal any provision of this Resolution and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Resolution and to the Bonds.

**SECTION 15. Recital of Regularity.** This Governing Authority having investigated the regularity of the proceedings had in connection with the Bonds and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

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

**SECTION 16. Effect of Registration.** The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

**SECTION 17. Notices to Owners.** Wherever this Resolution provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived, in writing, by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 18. Cancellation of Bonds.** All Bonds surrendered for payment, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in

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

**SECTION 19. Mutilated, Destroyed, Lost or Stolen Bonds.** Any Bond surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bond previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and any Bond so delivered shall be promptly canceled by the Paying Agent. Any canceled Bond held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

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

**SECTION 20. Discharge of Resolution; Defeasance.** If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners of all of the Outstanding Bonds, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the money, securities, and funds pledged under this Resolution and all covenants, agreements, and other obligations of the Issuer to the Owners shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Resolution to the Issuer.

Bonds or interest installments for the payment or redemption of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section, if they have been defeased pursuant to Louisiana law.

**SECTION 21. Successor Paying Agent; Paying Agent Agreement.** The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described

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

**SECTION 22.** Preparation of the Bonds; Deposit of Bond Proceeds. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to cause the Bonds to be printed, to issue, execute, seal and deliver the Bonds, to effect the delivery of the Bonds in accordance with the sale thereof, to collect the purchase price therefor, and to deposit the funds derived from the sale of the Bonds in a special fund with the regularly designated fiscal agent bank of the Issuer known as the Project Fund, to be used exclusively for the purposes herein authorized.

**SECTION 23.** Arbitrage. The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the "Code") in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Bonds under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds."

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or bond necessary to effectuate the purposes of this Section.

**SECTION 24.** Sale of Bonds. The Bonds are hereby awarded to and sold to the Purchaser. So long as the terms of the Bonds do not exceed the parameters set forth in Section 2 hereof, the Executive Officers (or either of them) are hereby expressly authorized and directed to execute a Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**, which Bond Purchase Agreement shall be a binding agreement of the Issuer upon its execution and shall govern the price at which and the terms and conditions pursuant to which the Bonds are to be sold to the Purchaser. After their execution and authentication by the Paying Agent, the Bonds shall be delivered to the Purchaser as provided in the Bond Purchase Agreement.

**SECTION 25.** Disclosure Under SEC Rule 15c2-12. The Executive Officers are hereby empowered and directed to execute an appropriate Continuing Disclosure

Certificate (substantially in the form set forth in an Appendix to the official statement issued in connection with the sale and issuance of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

**SECTION 26. Publication.** A copy of this Resolution shall be published immediately after its adoption in one issue of the official journal of the Issuer.

**SECTION 27. Post-Issuance Compliance.** The Executive Officers and/or their designees are directed to establish, continue, and/or amend, as applicable, written procedures to assist the Issuer in complying with various State and Federal statutes, rules and regulations applicable to the Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statutes, rules and regulations throughout the term of the Bonds.

**SECTION 28. Bonds are not "Bank-Qualified."** The Bonds are not designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

**SECTION 29. Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

**SECTION 30. Effective Date.** This Resolution shall become effective immediately.

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

**YEAS: Mrs. Debi Benoit, Mrs. Stacy V. Solet, Mr. Michael T. LaGarde, Mr. Gregory Harding, Mr. Clyde F. Hamner, Mr. Roger Dale DeHart, Dr. MayBelle N. Trahan, and Mr. Dane Voisin**

**NAYS: Mr. Matthew J. Ford**

**ABSENT: None**

And the resolution was declared adopted on this, the 3rd day of September, 2019.

\_\_\_\_\_/s/ Philip Martin\_\_\_\_\_  
Secretary  
Terrebonne Parish School Board

\_\_\_\_\_/s/ Debi Benoit\_\_\_\_\_  
President  
Terrebonne Parish School Board

**EXHIBIT A  
TO BOND RESOLUTION**

**BOND PURCHASE AGREEMENT**

**\$\_[ ]\_  
LIMITED TAX REVENUE BONDS, SERIES 2019  
OF  
THE PARISH SCHOOL BOARD OF THE PARISH OF TERREBONNE,  
STATE OF LOUISIANA**

**[\_], 2019**

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

Houma, Louisiana

The undersigned, Raymond James & Associates, Inc., of New Orleans, Louisiana (the "Underwriter"), offers to enter into this agreement (this "Bond Purchase Agreement") with the Parish School Board of the Parish of Terrebonne, State of Louisiana (the "Issuer" or "Governing Authority"), which, upon your acceptance of this offer, will be binding upon the Issuer and upon the Underwriter.

This offer is made subject to your acceptance of this agreement on or before 11:59 p.m., New Orleans Time, on this date, which acceptance shall be evidenced by your execution of this Bond Purchase Agreement on behalf of the Issuer as a duly authorized official thereof.

**Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Bond Resolution (as defined below).**

1. **The Bonds.** Upon the terms and conditions and 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 and deliver to the Underwriter, all (but not less than all) of the above-captioned bonds of the Issuer (the "Bonds"). The purchase price of the Bonds is set forth in **Schedule I** hereto (the "Purchase Price"). Such Purchase Price shall be paid at the Closing (hereinafter defined) in accordance with Section 7 hereof. The Bonds are to be issued by the Issuer, under and pursuant to, and are to be secured, on a complete parity with the Outstanding Parity Bonds, and payable as set forth in a resolution adopted by the Governing Authority on September 3, 2019 (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 scheduled payment of principal and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy (the "Insurance Policy") to be issued concurrently with the delivery of the Bonds by [Insurer] (the "Insurer").] [Furthermore, the Bonds [and the Outstanding Parity Bonds] are entitled to the benefit of a [common] debt service reserve fund in accordance with the terms of the Bond Resolution, which [common] reserve fund is being initially funded [with cash/with bond proceeds/via surety bond].

2. **Establishment of Issue Price.**

[TO COME]

3. **Representative.** The individual signing on behalf of the Underwriter below is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

4. **Preliminary Official Statement and Official Statement.** The Issuer hereby ratifies and approves the lawful use of the Preliminary Official Statement, dated \_\_\_\_\_, relating to the Bonds (the "Preliminary Official Statement") by the Underwriter prior to the date hereof and authorizes and approves the Official Statement and other pertinent documents referred to in Section 8 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 Preliminary Official Statement. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12 (the "Rule") under the Securities Exchange Act of 1934, as amended.

The Issuer has delivered a certificate to the Underwriter, dated \_\_\_\_\_, to evidence compliance with the Rule to the date hereof, a copy of which is attached hereto as **Exhibit B**.

The Issuer, within seven (7) business days of the date hereof, shall deliver to the Underwriter sufficient copies of the Official Statement dated the date hereof relating to the Bonds, executed on behalf of the Issuer by the duly authorized officer(s) of the Governing Authority (the "Official Statement"), as the Underwriter may reasonably request as necessary to comply with paragraph (b)(4) of the Rule, with Rule G-32 and with all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB").

The Issuer hereby covenants that, if during the period ending on the 25th day after the "End of the Underwriting Period" (as defined in the Rule), or such other period as may be agreed to by the Issuer and the Underwriter, any event occurs of which the Issuer has actual knowledge and which would cause the Official Statement to contain an untrue statement of material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter in writing, and if, in the reasonable opinion of the Underwriter, such event requires an amendment or supplement to the Official Statement, the Issuer promptly will amend or supplement, or cause to be amended or supplemented, the Official Statement in a form and in a manner approved by the Underwriter and consented to by the Issuer so that the Official Statement, under such caption, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. If such notification shall be given subsequent to the date of Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

5. **Additional Requirements of the Issuer and Underwriter.** The Underwriter agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Issuer as required herein, with the MSRB through the operation of the Electronic Municipal Market Access repository within one (1) business day after receipt from the Issuer, but by no later than the date of Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with the applicable MSRB Rules, and shall maintain such books and records as required by MSRB Rules with respect to filing of the Official Statement. If an amended Official Statement is prepared in accordance with Section 4 during the "new issue disclosure period" (as defined in the Rule), and if required by applicable SEC or MSRB Rule, the Underwriter also shall make the required filings of the amended Official Statement.

The Issuer covenants and agrees to enter into a Continuing Disclosure Certificate to be dated the date of Closing (the "Continuing Disclosure Certificate") constituting an undertaking (an "Undertaking") to provide ongoing disclosure about the Issuer for the benefit of Bondholders as required by the Rule, in the form as set forth in the Preliminary Official Statement, with such changes as may be agreed to by the Underwriter.

The Issuer hereby further covenants and agrees to enter into the Tax Compliance Certificate in the form required by Bond Counsel (the "Tax Certificate") on the date of the Closing.

6. **Representations of the Issuer.** The Issuer hereby represents to the Underwriter as follows:

- (a) The Issuer has duly authorized, or prior to the delivery of the Bonds the Issuer will duly authorize, all necessary action to be taken by it for (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval and signing of the Official Statement by a duly authorized officer of the Issuer; and (iii) 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 Preliminary Official Statement does not contain any untrue statement of material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the information to be contained in the Official Statement, as of its date and the date of Closing, will not contain any untrue statement of material fact and will not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are 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, except as disclosed in 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 (i) statute, indenture, ordinance, resolution, mortgage or other agreement by which the Issuer is bound; (ii) provisions of the Louisiana Constitution of 1974, as amended; or (iii) 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, qualify as a foreign corporation or file any general or specific consents to service of process under the laws of any state, or submit to the general jurisdiction 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 or covenant made by the Issuer; and
- (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's primary role, as an underwriter, is to purchase the Bonds for resale to investors, and the Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or as a fiduciary of or to 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 Bond Purchase 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, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds.

7. **Delivery of, and Payment for, the Bonds.** At [\_\_\_ a.m.], New Orleans Time, on or about [date], 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) registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), duly executed and registered by Argent Trust Company, Ruston, Louisiana (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 and, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Bonds in Federal Funds for the account of the Issuer.

Delivery of the Bonds as aforesaid shall be made at the offices of Foley & Judell, L.L.P., in New Orleans, Louisiana ("Bond Counsel"), or such other place as may be agreed upon by the Underwriter and the Issuer. Such delivery against payment of the Purchase Price therefor at the time listed above is herein called the "Closing." The Bonds will be delivered initially as fully registered bonds, one bond representing each CUSIP number 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 Underwriter).

8. **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, (i) 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, (ii) the Bonds shall have been approved by the State Bond Commission and shall have been duly authorized, executed, authenticated and delivered, (iii) the Issuer shall perform or have performed all of its obligations under or specified in any instruments or documents related to the Bonds (collectively, the "Bond Documents") to be performed by it at or prior to the Closing and the Underwriter shall have received evidence thereof, and (iv) there shall have been duly adopted and there shall be in full force and effect such ordinances or 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, (i) the Underwriter shall have received each of the following:
  - (1) the approving opinion of Bond Counsel, dated the date of the Closing, in the form attached to the Official Statement;
  - (2) a supplemental opinion of Bond Counsel in substantially the form attached as **Exhibit C** hereto, dated the date of the Closing, addressed to the Issuer and the Underwriter, which supplemental opinion shall include, among other things, an opinion of Bond Counsel that the Bond Resolution and each of the Bond Documents constitute the valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms;
  - (3) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form and substance reasonably satisfactory to the Underwriter, to the effect that (a) the representations of the Issuer herein and in the other Bond Documents are true and correct in all material respects as of the date of the Closing, (b) all obligations required under or specified in this Bond Purchase Agreement or in the other Bond Documents to be performed by the Issuer on or prior to the date of the Closing have been performed or waived, (c) the Issuer is in compliance in all respects with all the covenants, agreements, provisions and conditions contained in the Bond Documents to which the Issuer is a party which are to have been performed and complied with by the Issuer by the date of the Closing, and (d) the Issuer's execution of and compliance with the provisions of the Bond Documents will not conflict or constitute on the part of the Issuer a breach of or a default under any existing law, court or administrative regulation, decree or order or any other agreement, indenture, mortgage, loan or other instrument to which the Issuer is subject or by which it is bound;

- (4) evidence that Form 8038-G has been or shall be filed with the Internal Revenue Service with respect to the Bonds;
- (5) the Tax Certificate containing provisions required by Bond Counsel under the Internal Revenue Code of 1986, as amended, signed by the duly authorized representative of the Issuer;
- (6) the Official Statement, together with any supplements or amendments thereto in the event it has been supplemented or amended, executed on behalf of the Issuer by the duly authorized officer(s) thereof;
- (7) a specimen of the Bonds;
- (8) certified copies of the Bond Resolution and all other actions of the Issuer and the State Bond Commission relating to the issuance and/or sale of the Bonds, as applicable;
- (9) [a copy of the Insurance Policy and documents related thereto as may be required by Bond Counsel and the Underwriter, including but not limited to an opinion of counsel to the Insurer in form and substance reasonably satisfactory to the Underwriter and its counsel;]
- (10) a certificate of a duly authorized officer of the Issuer, reasonably 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;
- (11) 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;
- (12) a rating letter from [S&P Global Ratings, acting through Standard & Poor's Financial Services LLC], providing for the following rating(s) on the Bonds:
  - Underlying: "\_\_"/\_\_\_\_ outlook[; and
  - Insured: "\_\_"/\_\_\_\_ outlook];
- (13) other certificates of the Issuer required in order for Bond Counsel to deliver the opinions referred to in Sections 8(b)(i)(1) and 8(b)(i)(2) 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; and

(14) executed copies of each of the Bond Documents not listed above in this Section 8(b)(i).

(ii) All such opinions, certificates, letters, agreements and documents under Section 8(b)(i) will be in compliance with the provisions hereof only if they are reasonably 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.

9. **Effect of Termination.** If the Issuer shall be unable to satisfy one or more of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and any such condition is not waived by the Underwriter, or if this Bond Purchase Agreement shall otherwise be terminated pursuant to Section 10 or Section 11 below, then the respective obligations hereunder of the Issuer and the Underwriter shall be cancelled and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except that the Issuer and the Underwriter shall pay their respective expenses as provided in Section 13 hereof. Notwithstanding the foregoing, in order for either party to terminate or cancel its obligation to purchase or sell the Bonds as set forth herein, it must notify the other party, in writing, of its election to do so not less than 48 hours before the time for the Closing set forth in Section 7 hereof.

10. **Termination by Underwriter.** The Underwriter shall have the right to cancel its obligation to purchase the Bonds and terminate this Bond Purchase Agreement by written notice to the Issuer in accordance with Section 9 hereof, if, between the date hereof and the Closing, any of the following events shall occur: (i) 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, or such legislation shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, 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 reasonable 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, except as may be described in the Official Statement, (ii) there shall exist any event which in the Underwriter's reasonable judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) 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, (iii) 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, (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, (v) a general banking moratorium shall have been declared by either federal, Louisiana or New York state authorities, (vi) 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, (vii) any rating on the Bonds, on any of the Outstanding Parity Bonds, **[or on the Insurer]** is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency, (viii) 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, (ix) 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 (x) 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.

11. **Termination by Issuer.** Notwithstanding anything herein to the contrary, the Issuer shall have the right to cancel its obligation to sell the Bonds if, between the date hereof and the Closing, the Issuer determines that the Underwriter has failed to comply with its obligations contained in Section 2 hereof with respect to the establishment of the issue price of any maturity of the Bonds.

12. **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.

13. **Payment of Expenses.**

(a) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Bonds, any reasonable expenses incidental to the performance of its obligations hereunder, including but not limited to: (i) State Bond Commission fees; (ii) the cost of the preparation, printing and distribution of the Preliminary Official Statement and the Official Statement; (iii) the cost of the preparation of the printed Bonds; (iv) any rating agency fees; (v) the fees and expenses of Bond Counsel, the Paying Agent, the Municipal Advisor, and any other experts or consultants retained by the Issuer; and **[(vi) the cost of the Insurance Policy and surety bond fee, if any.]**

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the cost of preparing and printing the blue sky and legal investment memoranda, if any; (iii) filing fees in connection with the aforesaid blue sky and legal investment memoranda; (iv) the cost of obtaining CUSIP numbers for the bonds; and (v) 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 its public offering.

14. **Indemnification and Contribution.**

- (a) To the extent permitted by applicable laws, the Issuer shall indemnify, reimburse and hold harmless the Underwriter and each of its directors, trustees, partners, members, officers, affiliate agents and employees and each Person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20(a) of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages, liabilities or expenses, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds are required to be registered under the Securities Act of 1933, as amended, or that the Bond Resolution is required to be qualified under the Trust Indenture Act of 1939, as amended, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or in the Official Statement, including any amendment or supplement thereto, or the omission or alleged omission to state therein a material fact necessary to make such statements not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.
- (b) The Underwriter shall indemnify and hold harmless the Issuer and its officers and employees to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to written information relating to the Underwriter furnished by it specifically for inclusion in the Preliminary Official Statement and the Official Statement. This indemnity agreement will be in addition to any liability which the Underwriter may otherwise have. The Issuer acknowledges that the statements set forth under the heading "UNDERWRITING," in the Preliminary Official Statement and the Official Statement, constitute the only information furnished, in writing, by or on behalf of the Underwriter for inclusion in the Preliminary Official Statement or the Official Statement.
- (c) In case any proceeding (including any governmental investigation) shall be instituted by or against an indemnified party pursuant to paragraphs (a) or (b) above, such party shall promptly notify the indemnifying party against whom such indemnity may be sought, in writing, and the indemnifying party upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate who are or may reasonably be foreseen to be a party in such proceeding and shall pay the fees and disbursements of such counsel to the extent allowed by appropriate law. Any separate counsel retained by such indemnified party shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm for each such indemnified party (to the extent clause (ii) of the preceding sentence is

applicable), and that all such fees and expenses shall be reimbursed as they are incurred. The Underwriter in the case of parties indemnified pursuant to paragraph (b) shall discuss with the other indemnifying parties possible counsel and mutually satisfactory counsel shall be agreed upon. The indemnifying party shall not be liable for any settlement of any proceeding affected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify or reimburse the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

15. **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 & Associates, Inc., 909 Poydras Street, Suite 1300, New Orleans, Louisiana 70130.

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

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

18. **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.

By its execution hereof, the Underwriter agrees that no officer or employee of the Issuer or the Governing Authority shall be personally liable for the payment of any claim or the performance of any obligation of the Issuer.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

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

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

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

By: \_\_\_\_\_  
Philip Martin, Secretary

ATTESTED:

By: \_\_\_\_\_  
Debi Benoit, President

**SCHEDULE I  
To Bond Purchase Agreement**

**Purchase Price**

Par Amount of Bonds	\$
Less: Underwriter's Discount ([0.000]%)	(\$)
[Plus: Reoffering Premium/Less: Discount]	\$_____
<b>PURCHASE PRICE</b>	<b>\$_____</b>

**SCHEDULE II  
To Bond Purchase Agreement**

MATURITY ([ ] 1)	PRINCIPAL AMOUNT DUE	INTEREST RATE	REOFFERING PRICE
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[Insert schedule/Redemption provisions]

**Exhibit A**

**CERTIFICATE OF UNDERWRITER**

[Insert appropriate Certificate of Underwriter]

**Exhibit B**

**15c2-12 CERTIFICATE**

**Exhibit C**

**FORM OF SUPPLEMENTAL OPINION**

Motion of Mrs. Solet, seconded by Mr. LaGarde, unanimously carried, the Board adopted the 2019/2020 original budget for the Special Revenue Fund, as presented and outlined in the foregoing report.

Motion of Mrs. Solet, seconded by Dr. Trahan, unanimously carried, the Board adopted the 2019/2020 revised budgets for the Special Revenue Funds, as presented and outlined in the foregoing report.

The report of the Finance, Insurance, and Section 16 Lands Committee meeting was concluded, and President Benoit reassumed the Chair and presided for the remainder of the proceedings.

The Executive Committee report was then presented to the Board.

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

Dear Members of the Board:

The **EXECUTIVE COMMITTEE** met immediately following the 5:00 P.M. Education, Technology, & Policy Committee; Buildings, Food Service, & Transportation Committee; and the Finance, Insurance, & Section 16 Lands Committee meetings on Tuesday, August 20, 2019, in the Board Room of the School Board Office with the following members present: Mrs. Debi Benoit, president; Mrs. Stacy Solet, vice president, and Mr. Michael LaGarde. Also in attendance were Mr. Clyde Hamner, Dr. MayBelle Trahan, Superintendent Philip Martin, and Mrs. Rebecca Breaux.

President Benoit called the meeting to order.

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

There were no Committee member concerns.

There being no further business to come before the **Executive Committee**, the meeting was adjourned at 8:04 P.M.

Respectfully submitted,

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Debi Benoit, President

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Stacy Solet, Vice President

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Michael LaGarde

RB/bp

The Executive Committee report was concluded.

Motion of Mr. Hamner, unanimously seconded, unanimously carried, the Board approved the following proclamation recognizing September 17-23, 2019, as Constitution Week:

#### **PROCLAMATION**

**Whereas** our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America;

**Whereas** it is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support, preserve, and defend it against all encroachment;

**Whereas** the two hundred thirty-second anniversary of the signing of the Constitution provides a historic opportunity for all Americans to realize the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities it affords; and

**Whereas** the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, as designated by proclamation of the

President of the United States of America in accordance with Public Law 915; now, therefore, be it

**Resolved**, that the Terrebonne Parish School Board, in conjunction with the Bayou Lafourche Chapter of the National Society, Daughters of the American Revolution, does hereby proclaim the week of September 17 through 23, 2019, as "Constitution Week" in the schools of Terrebonne Parish and does urge all students to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves; be it further

**Resolved**, that copies of this proclamation be forwarded to all Terrebonne Parish public schools and office buildings.

Mrs. Rena Labat and Mrs. Lola Ledet, representing the Bayou Lafourche Chapter of the National Society, Daughters of the American Revolution, addressed the Board regarding the foregoing Proclamation.

Motion of Mr. DeHart, seconded by Mrs. Solet, unanimously carried, the Board approved a family and medical leave in accordance with Policy (FILE: F-11.4a) for Sylvia McKinley, School Food Service Technician at Grand Caillou Middle School, beginning August 22, 2019, through November 20, 2019 (medical).

Motion of Dr. Trahan, seconded by Mr. Hamner, unanimously carried, the Board approved a family and medical leave in accordance with Policy (FILE: F-11.4a) for Latoya Dillard, School Bus Operator in the Transportation Department, beginning August 23, 2019, through October 22, 2019 (medical).

Motion of Mr. Hamner, seconded by Mrs. Solet, unanimously carried, the Board approved a leave of absence without pay in accordance with Policy (FILE: F-11.10) for Paulette Scott, School Bus Operator in the Transportation Department, beginning September 6, 2019, through May 29, 2020 (medical).

At this time, Superintendent Martin presented the following personnel actions for the period of May 24, 2019, through August 23 2019 [list of professional instructional and non-instructional/support personnel (appointments, resignations, and retirements – Information Only)]:

**New Employees - Professional Instructional Personnel**

ACOSTA, GARY, SECONDARY TEACHER, Certified, H L BOURGEOIS HIGH - 08/08/19

ADAMS, KAYLA, ELEM 1-8 TEACHER, Practitioner, ACADIAN ELEMENTARY - 08/08/19

ALFRED-PELLERIN, TARA, ELEM 1-8 TEACHER, Certified, BAYOU BLACK ELEMENTARY - 08/08/19

ANDERSON, DILLON, ELEM 1-8 TEACHER, Degreed/Non-Certified, OAKLAWN MIDDLE - 08/08/19

ATWELL, JEREMY, SECONDARY TEACHER, Certified, TERREBONNE HIGH - 08/08/19

BABIN, ANNA, ELEM 1-8 TEACHER, Certified, GRAND CAILLOU MIDDLE - 08/08/19

BADEAUX, SIMON, ELEM 1-8 TEACHER, Certified, LACACHE MIDDLE - 08/08/19

BECNEL, LEAH, SECONDARY TEACHER, Certified, H L BOURGEOIS HIGH - 08/08/19

BENOIT, IAN, ELEM 1-8 TEACHER, Practitioner, MONTEGUT MIDDLE - 08/08/19

BERGERON, SEAN, ELEM COMP LAB TCHR, Degreed/Non-Certified, POINTE-AUX-CHENES ELEMENTARY - 08/08/19

BLANCHARD, ALICIA, SECONDARY TEACHER, Degreed/Non-Certified, ELLENDER MEMORIAL HIGH - 08/08/19

BLANCHARD, ANDREW, SECONDARY TEACHER, Practitioner, ELLENDER MEMORIAL HIGH - 08/08/19

BOUDREAU, LAURA, ELEM 1-8 TEACHER, Degreed/Non-Certified, EVERGREEN JUNIOR HIGH - 08/08/19

BOURGEOIS, JENNIFER, ELEM 1-8 TEACHER, Certified, SCHRIEVER ELEMENTARY - 08/08/19

BOURGEOIS, KAYLA, ELEM 1-8 TEACHER, Certified, LISA PARK ELEMENTARY - 08/08/19

BROOKS, NAKIA, SECONDARY TEACHER, Degreed/Non-Certified, TERREBONNE HIGH - 08/19/19

BROOKS, RAVEN, MIDDLE COUNSELOR, Certified, GRAND CAILLOU MIDDLE - 08/08/19

BROWN, MEGAN, ELEM 1-8 TEACHER, Degreed/Non-Certified, HOUMA JUNIOR HIGH - 08/19/19

BUI, ANNA, SECONDARY TEACHER, Certified, ELLENDER MEMORIAL HIGH - 08/08/19

CANTRELLE, JOELIE, ELEM 1-8 TEACHER, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

CHARLES, MARLO, SECONDARY TEACHER, Certified, TERREBONNE HIGH - 08/12/19

CHAUVIN, JANINE, ELEM 1-8 TEACHER, Certified, HONDURAS ELEMENTARY - 08/08/19

CHEATHAM, JASMIN, ELEM 1-8 TEACHER, Degreed/Non-Certified, EVERGREEN JUNIOR HIGH - 08/08/19

CIABURRI, EMILY, ELEM 1-8 TEACHER, Practitioner, COTEAU-BAYOU BLUE ELEMENTARY - 08/08/19

CLAUSE, JANE, ELEM 1-8 TEACHER, Practitioner, OAKSHIRE ELEMENTARY - 08/08/19

DARDEN, MONIQUE, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - 08/08/19

DECOU, HEIDI, VOCAL MUSIC TEACHER, Certified, SOUTH TERREBONNE HIGH - 08/09/19

DEGRUISE, BRITTANY, PRE-K TEACHER, Certified, MULBERRY ELEMENTARY - 08/08/19

DEHART, CACINDA, ELEM 1-8 TEACHER, Certified, GRAND CAILLOU MIDDLE - 08/08/19

DENISON, KAREN, M/M RESOURCE/SC TCHR, Certified, GRAND CAILLOU ELEMENTARY - 08/08/19

DOMINO, CHARLES, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - 08/08/19

DUMONT, MELISSA, ECSE TEACHER, Certified, MULBERRY ELEMENTARY - 08/08/19

DUPATY, TAYLOR, SECONDARY TEACHER, Degreed/Non-Certified, SOUTH TERREBONNE HIGH - 08/08/19

DUPLANTIS, AIMEE, ELEM 1-8 TEACHER, Degreed/Non-Certified, SOUTHDOWN ELEMENTARY - 08/08/19

DUPLANTIS, EMILY, ELEM 1-8 TEACHER, Degreed/Non-Certified, EVERGREEN JUNIOR HIGH - 08/08/19

DUPRE, BRIDGET, ELEM 1-8 TEACHER, Certified, GRAND CAILLOU ELEMENTARY - 08/22/19

DUPRE, TESSIE, ELEM 1-8 TEACHER, Practitioner, VILLAGE EAST ELEMENTARY - 08/08/19

FALGOUT, WHITNEY, ELEM 1-8 TEACHER, Degreed/Non-Certified, EVERGREEN JUNIOR HIGH - 08/08/19

FERGUSON, CLAIRE, ECSE TEACHER, Certified, OAKSHIRE ELEMENTARY - 08/08/19

FESKE, JYL, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - 08/08/19

FLEMING, MONIQUE, HEALTH NURSE GEN SCH, Certified, COTEAU-BAYOU BLUE ELEMENTARY - 08/08/19

GEORGE, ORLANDO, ELEM 1-8 TEACHER, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

GERSTLE, ALAN, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - 08/08/19

GREGOIRE, ANDREA, ELEM 1-8 TEACHER, Certified, OAKSHIRE ELEMENTARY - 08/08/19

GREGORY, LAUREN, ELEM 1-8 TEACHER, Certified, OAKSHIRE ELEMENTARY - 08/08/19

GUIDRY, HEATHER, ELEM 1-8 TEACHER, Certified, LISA PARK ELEMENTARY - 08/08/19

HARDING, NIYA, KINDERGARTEN TCHR, Practitioner, VILLAGE EAST ELEMENTARY - 08/08/19

HASSELL, SARA, ELEM 1-8 TEACHER, Certified, SCHRIEVER ELEMENTARY - 08/08/19

HEBERT, SARAH, KINDERGARTEN TEACHER, Certified, MULBERRY ELEMENTARY - 08/08/19

HIMEL, SHALLEY, ELEM 1-8 TEACHER, Certified, MULBERRY ELEMENTARY - 08/08/19

HOERNER, MARGARET, ELEM 1-8 TEACHER, Certified, MULBERRY ELEMENTARY - 08/08/19

JEFF-MCCLELLAND, TAMARA, M/M INCLUSION TCHR, Degreed/Non-Certified, SOUTHDOWN ELEMENTARY - 08/20/19

JENSEN, ASHLEY, ELEM 1-8 TEACHER, Certified, ACADIAN ELEMENTARY - 08/08/19

JOHNSON, DENISE, M/M INCLUSION TCHR, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

JONES, DESTINY, ELEM 1-8 TEACHER, Certified, OAKLAWN MIDDLE - 08/08/19

KENEKER, RENADA, ELEM 1-8 TEACHER, Certified, MULBERRY ELEMENTARY - 08/08/19

KENNEDY, EMMA, ELEM 1-8 TEACHER, Certified, ACADIAN ELEMENTARY - 08/08/19

KENT, ASHLEY, INTRVENTION CONT LDR, Certified, HOUMA JUNIOR HIGH - 08/08/19

KEYES, JESSICA, ELEMENTARY LIBRARIAN, Degreed/Non-Certified, GRAND CAILLOU MIDDLE - 08/08/19

LANDRY, MELISSA, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - 08/08/19

LANGE, CHRISTINA, SCH PSYCHOLOGIST 9.5M, Certified, WEST PARK ANNEX SP ED - 08/01/19

LAROSE, ALLISON, ELEM 1-8 TEACHER, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

LEBOEUF, CHRISTOPHER, M/M INCLUSION TCHR, Certified, ELLENDER MEMORIAL HIGH - 08/08/19

LECOMPTE, ASHLEY, ELEM 1-8 TEACHER, Practitioner, OAKSHIRE ELEMENTARY - 08/08/19

LECOMPTE, CYD, ELEM 1-8 TEACHER, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

9/03/2019 SCHOOL BOARD MEETING

LEDET, SLOANE, ELEM 1-8 TEACHER, Certified, MULBERRY ELEMENTARY - 08/08/19

LEE-WILLIAMS, CARLA, HOME EC TEACHER, Degreed/Non-Certified, H L BOURGEOIS HIGH - 08/08/19

LERILLE, MELANIE, ELEM 1-8 TEACHER, Degreed/Non-Certified, MULBERRY ELEMENTARY - 08/08/19

LINER, SCOTTIE, ELEM 1-8 TEACHER, Degreed/Non-Certified, LEGION PARK ELEMENTARY - 08/08/19

LIRETTE, LORI, KINDERGARTEN TEACHER, Certified, GRAND CAILLOU ELEMENTARY - 08/08/19

LUKE, SARAH, SPEECH THERAPY ASST, Certified, HONDURAS ELEMENTARY - 08/08/19

MANZANO, MICHELE, SECONDARY TEACHER, Practitioner, H L BOURGEOIS HIGH - 08/08/19

MARTIN, LESLIE, SECONDARY TEACHER, Degreed/Non-Certified, ELLENDER MEMORIAL HIGH - 08/08/19

MAY, SARAH, ELEM 1-8 TEACHER, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

MECHE, KAITLYN, M/M INCLUSION TCHR, Certified, BOURG ELEMENTARY - 08/08/19

MENDER, CRAIG, SECONDARY TEACHER, Practitioner, H L BOURGEOIS HIGH - 08/08/19

MOBLEY, ALLISON, ELEM 1-8 TEACHER, Certified, COTEAU-BAYOU BLUE ELEMENTARY - 08/08/19

MOSLEY, TAMIKA, ELEM 1-8 TEACHER, Degreed/Non-Certified, OAKLAWN MIDDLE - 08/08/19

MUNOZ-SIMS, MARCIA, ALT SND TEACHER, Certified, EAST STREET - 08/08/19

NGUYEN, JOSEPH, ELEM 1-8 TEACHER, Degreed/Non-Certified, HOUMA JUNIOR HIGH - 08/08/19

NGUYEN, THANG, ELEM 1-8 TEACHER, Practitioner, VILLAGE EAST ELEMENTARY - 08/08/19

O'NEAL, KATELYN, ELEM 1-8 TEACHER, Certified, MULBERRY ELEMENTARY - 08/08/19

ONCALE, KAYLA, ELEM 1-8 TEACHER, Practitioner, LISA PARK ELEMENTARY - 08/08/19

ORDOYNE, NINA, M/M INCLUSION TCHR, Certified, SCHRIEVER ELEMENTARY - 08/08/19

ORGERON, ANDREA, M/M INCLUSION TCHR, Degreed/Non-Certified, TERREBONNE HIGH - 08/08/19

ORGERON, MARK, TALENTED TEACHER, Certified, TERREBONNE HIGH - 08/08/19

PELLEGRIN, GABRIELLE, ELEM 1-8 TEACHER, Certified, UPPER LITTLE CAILLOU ELEM - 08/08/19

PIERCE, SHANTE, ELEMENTARY LIBRARIAN, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

PITRE, JULIA, ELEM 1-8 TEACHER, Certified, GIBSON ELEMENTARY - 08/08/19

PIZZUTO, GABRIELLE, ELEM 1-8 TEACHER, Certified, DULARGE ELEMENTARY - 08/08/19

PLAISANCE, MIRANDA, ELEM 1-8 TEACHER, Certified, LACACHE MIDDLE - 08/08/19

PORCHE, REBEKAH, M/M INCLUSION TCHR, Degreed/Non-Certified, H L BOURGEOIS HIGH - 08/08/19

PRESTENBACH, MELISSA, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - 08/08/19

PRICE, KAYLEE, ECSE TEACHER, Certified, UPPER LITTLE CAILLOU ELEM - 08/08/19

PUGH, MICHAEL, M/M INCLUSION TCHR, Certified, OAKLAWN MIDDLE - 08/08/19

REDMOND, AL, SECONDARY TEACHER, Degreed/Non-Certified, ELLENDER MEMORIAL HIGH - 08/08/19

RHODES, ALYSSA, ELEM 1-8 TEACHER, Certified, LEGION PARK ELEMENTARY - 08/08/19

RHODES, HAYLEY, GIFTED TEACHER, Certified, SOUTH TERREBONNE HIGH - 08/08/19

RICHARD, SALENA, EIS BHVRL FCLTR 9.5M, Certified, WEST PARK ANNEX SP ED - 08/01/19

RIVERA, TAMMY, SECONDARY TEACHER, Degreed/Non-Certified, TERREBONNE HIGH - 08/08/19

ROGERS, BETHANY, ELEM 1-8 TEACHER, Certified, OAKSHIRE ELEMENTARY - 08/08/19

RUSKEY, SARAH, M/M RESOURCE/SC TCHR, Certified, MULBERRY ELEMENTARY - 08/08/19

SIMMONS, CLAIRE, ELEM 1-8 TEACHER, Certified, COTEAU-BAYOU BLUE ELEMENTARY - 08/08/19

SIMMONS, LAMEKA, M/M INCLUSION TCHR, Degreed/Non-Certified, EVERGREEN JUNIOR HIGH - 08/08/19

SMITH, ALDRIAN, ELEM 1-8 TEACHER, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

SMITH, HEATHER, ELEM 1-8 TEACHER, Practitioner, HOUMA JUNIOR HIGH - 08/08/19

SMITH, TAMMY, SECONDARY TEACHER, Degreed/Non-Certified - ELLENDER MEMORIAL HIGH - 08/08/19

SONS, ADRIENNE, ELEM 1-8 TEACHER, Practitioner, EVERGREEN JUNIOR HIGH - 08/08/19

SPIESE, CHRISTINE, BUSINESS TEACHER, Certified, H L BOURGEOIS HIGH - 08/08/19

STEPHENS, GWENDOLYN, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - 08/08/19

TAPLET, KELCIE, ELEM 1-8 TEACHER, Practitioner, ACADIAN ELEMENTARY - 08/08/19

THERIOT, ANASTATIA, ELEM 1-8 TEACHER, Certified, EVERGREEN JUNIOR HIGH - 08/08/19

THERIOT, CHANTEL, ESL TEACHER, Certified, WEST PARK ANNEX – FEDERAL - 08/08/19

THOMPSON, JORDAN, ELEM 1-8 TEACHER, Certified, ACADIAN ELEMENTARY - 08/08/19

TOUPS, BREANNA, ELEM 1-8 TEACHER, Certified, OAKSHIRE ELEMENTARY - 08/08/19

TRAHAN, BRIANNA, ELEM 1-8 TEACHER, Certified, GRAND CAILLOU MIDDLE - 08/08/19

VERRET, MANDY, GIFTED TEACHER, Degreed/Non-Certified, LACACHE MIDDLE - 08/08/19

VERRETT, PAMELA, ELEM 1-8 TEACHER, Certified, SOUTHDOWN ELEMENTARY - 08/08/19

VILLAVASO, JERRI, HEALTH NURSE GEN SCH, Certified, VILLAGE EAST ELEMENTARY - 08/08/19

VOTAW, MICHELLE, BUSINESS TEACHER, Certified, H L BOURGEOIS HIGH - 08/08/19

WALKER, WHITNEY, KINDERGARTEN TEACHER, Certified, DULARGE ELEMENTARY - 08/08/19

WARD, JUSTIN, ELEM 1-8 TEACHER, Degreed/Non-Certified, OAKLAWN MIDDLE - 08/08/19

9/03/2019 SCHOOL BOARD MEETING

WASHINGTON, HENRY, M/M RESOURCE/SC TCHR, Degreed/Non-Certified, SCHOOL FOR EXCEPT CHILDREN - 08/12/19

WATTS, HEATHER, ELEM 1-8 TEACHER, Certified, OAKSHIRE ELEMENTARY - 08/08/19

WILLIAMS, ANN, HOME EC TEACHER, Practitioner, ELLENDER MEMORIAL HIGH - 08/08/19

WILLIAMS, MIESHA, ELEM 1-8 TEACHER, Certified, LEGION PARK ELEMENTARY - 08/08/19

WILSON, JEROME, SECONDARY TEACHER, Certified, ELLENDER MEMORIAL HIGH - 08/08/19

#### **New Employees - Non-Instructional Personnel**

ADAMS, KEVIN, BUS DRIVER REG ED, TRANSPORTATION - 08/08/19

BRODEN, CHELSEY, CUSTODIAN III-A 12M, MULBERRY ELEMENTARY - 08/06/19

CHAUVIN, TRICIA, SCH SECRETARY I 195D, SCHOOL FOR EXCEPT CHILDREN - 07/29/19

COLLINS, CYNTHIA, BUS DRIVER REG ED, TRANSPORTATION - 08/08/19

ESCHETE, HERMAN, GEN MAINT TECH II, MAINTENANCE - 07/29/19

FELARISE, VALERIE, PRE-K PARA, HONDURAS ELEMENTARY - 08/08/19

GRAY, CORION, SPECIAL ED PARA, SCHOOL FOR EXCEPT CHILDREN - 08/08/19

HEBERT, ELIZABETH, SPECIAL ED PARA, TERREBONNE HIGH - 08/08/19

HENRY, DANIELLE, SPECIAL ED PARA, SOUTH TERREBONNE HIGH - 08/08/19

LANDRY, SHERYL, SPECIAL ED PARA, MULBERRY ELEMENTARY - 08/08/19

LEWIS, IYANNA, SPECIAL ED PARA, OAKLAWN MIDDLE - 08/12/19

NEIL, LORITA, BUS DRIVER REG ED, TRANSPORTATION - 08/08/19

NIXON, QUINTELL, BUS DRIVER REG ED, TRANSPORTATION - 08/08/19

PREJEAN, LAURA, SPECIAL ED PARA, BAYOU BLACK ELEMENTARY - 08/08/19

PRINCE, ELIZABETH, CUSTODIAN III-A 12M, CALDWELL MIDDLE - 08/16/19

ROBICHAUX, SANDRA, BUS DRIVER REG ED, TRANSPORTATION - 08/08/19

SEVIN, SHELLY, ECSE PARA, OAKSHIRE ELEMENTARY - 08/08/19

VERDIN, ANGELLE, SPECIAL ED PARA, GRAND CAILLOU ELEMENTARY - 08/08/19

VERDIN, SUNNIE, SPECIAL ED PARA, LISA PARK ELEMENTARY - 08/08/19

WILLIAMS, ELESHA, SPECIAL ED PARA, EAST STREET - 08/16/19

WILLIAMS, GLEN, CUSTODIAN III-A 12M, BROADMOOR ELEMENTARY - 08/05/19

#### **Resignations - Professional Instructional Personnel**

ADAMS, RICHARD, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - Contract Completed, 05/24/19

AUPIED, TIMOTHY, ADAPTIVE PE TEACHER, Certified, SCHOOL FOR EXCEPT CHILDREN - Contract Completed, 05/24/19

BREAUX, MEGGIE, ELEM 1-8 TEACHER, Degreed/Non-Certified, HOUMA JUNIOR HIGH - Contract Completed, 05/24/19

BUTLER, REBECCA, M/M INCLUSION TCHR, Degreed/Non-Certified, SOUTHDOWN PRIMARY (PREK-3) - Contract Completed, 05/24/19

CARTER, ALFRED, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH – Resigned, 05/24/19

CHARLET, SANDY, ELEM 1-8 TEACHER, Practitioner, MULBERRY ELEMENTARY - Contract Completed, 05/24/19

DANIELS, JESSICA, JAG TEACHER, Degreed/Non-Certified, OAKLAWN MIDDLE - Contract Completed, 05/24/19

GAUTREAUX, LEAH, SECONDARY TEACHER, Certified, TERREBONNE HIGH – Resigned, 05/24/19

HEBERT, BEVERLY, SECONDARY TEACHER, Certified, H L BOURGEOIS HIGH - Contract Completed, 05/24/19

HEBERT, TRISHA, ELEM 1-8 TEACHER, Certified, UPPER LITTLE CAILLOU ELEM - Contract Completed, 05/24/19

HENNETY, BRANDON, SECONDARY TEACHER, Degreed/Non-Certified, H L BOURGEOIS HIGH - Contract Completed, 05/24/19

HENRY, EDDIE, ELEM 1-8 TEACHER, Certified, AMBULATORY – Resigned, 08/13/19

HODGE, JANITA, ELEM 1-8 TEACHER, Degreed/Non-Certified, HOUMA JUNIOR HIGH - Contract Completed, 05/24/19

JENKINS, JOCELYN, ELEM 1-8 TEACHER, Degreed/Non-Certified, LEGION PARK ELEMENTARY - Contract Completed, 05/24/19

KIDDER, AMY, ELEM 1-8 TEACHER, Certified, CALDWELL MIDDLE - Contract Completed, 05/24/19

LIVAS, PHILLIP, SECONDARY TEACHER, Practitioner, ELLENDER MEMORIAL HIGH - Contract Completed, 05/24/19

MELTON, HEATHER, ELEM 1-8 TEACHER, Practitioner, SCHRIEVER ELEMENTARY - Contract Completed, 05/24/19

NAQUIN, BRANDI, M/M RESOURCE/SC TCHR, Certified, LEGION PARK ELEMENTARY - Resigned, 05/24/19

NIXON, JAMAL, M/M INCLUSION TCHR, Degreed/Non-Certified, ELLENDER MEMORIAL HIGH - Contract Completed, 05/24/19

PATTERSON, GERALDINE, ELEMENTARY LIBRARIAN, Certified, SOUTHDOWN UPPER (4-6) - Contract Completed, 05/24/19

REDDEN, CHELSEA, ELEM 1-8 TEACHER, Certified, MULBERRY ELEMENTARY - Contract Completed, 05/24/19

RODRIGUE, KAITLIN, ELEM 1-8 TEACHER, Certified, DULARGE ELEMENTARY - Contract Completed, 05/24/19

SANCHEZ, VENESSA, ELEM 1-8 TEACHER, Practitioner, GIBSON ELEMENTARY - Contract Completed, 05/24/19

SHARP, TESSIE, INTERVENTIONIST, Certified, GRAND CAILLOU MIDDLE – Resigned, 05/24/19

SIMMONS, VICTORIA, GIFTED TEACHER, Certified, H L BOURGEOIS HIGH - Contract Completed, 05/24/19

SUTTLE, JAMES, M/M INCLUSION TCHR, Certified, SOUTH TERREBONNE HIGH - Contract Completed, 05/24/19

TRAHAN, DORIS, ELEM 1-8 TEACHER, Certified, HOUMA JUNIOR HIGH - Contract Completed, 05/24/19

VICE, MANDEE, ELEM 1-8 TEACHER, Certified, LISA PARK ELEMENTARY – Resigned, 05/24/19

WASHINGTON, KIAMNI, IN-SCHOOL INT TCHR, Degreed/Non-Certified, H L BOURGEOIS HIGH - Contract Completed, 05/24/19

#### **Resignations - Non-Instructional Personnel**

BRANCH, ERICA, BUS DRIVER REG ED, TRANSPORTATION – Resigned, 05/24/19

DAVIS, KENA, BUS DRIVER REG ED, TRANSPORTATION – Resigned, 05/24/19

GOLDEN, BRENDA, CUSTODIAN III-A 12M, BROADMOOR ELEMENTARY – Resigned, 08/14/19

PARKER, CHELSEA, BUS DRIVER REG ED, TRANSPORTATION – Resigned, 05/24/19

ROZANDS, COURTNEY, SFS TECHNICIAN, SCHRIEVER ELEMENTARY – Resigned, 07/15/19

THOMAS, ZENOBIA, SFS TECHNICIAN, MONTEGUT MIDDLE – Resigned, 05/24/19

#### **Retirements - Professional Instructional Personnel**

BOUDREAUX, KAYLA, ELEM COMP LAB TCHR, 25.00 YEARS, MULBERRY ELEMENTARY - Service Retirement, 08/14/19

LABAT, GARY, SCH PSYCHOLOGIST 9.5M, 31.00 YEARS, WEST PARK ANNEX SP ED - Service Retirement, 05/29/19

#### **Retirements - Non-Instructional Personnel**

PARKER, BARBARA, CUSTODIAN III-A 12M, 22.75 YEARS, CALDWELL MIDDLE - Service Retirement, 08/19/19

Motion of Mr. Ford, seconded by Mr. Hamner, unanimously carried, the Board voted to go into executive session, at this time (6:58 P.M.), to discuss the parent appeal for readmission of Student #149172.

Motion of Mr. DeHart, seconded by Mrs. Solet, unanimously carried, the Board reconvened in regular session (7:14 P.M.) with all members present.

Mr. Harding moved, seconded by Mr. LaGarde, that the Board allow Student #149172 to return to the base school tomorrow, subject to signing a contract.

A roll call vote having been called for on the motion, the vote thereon was as follows:

**YEAS:** Mr. LaGarde, Mr. Harding, Mr. Ford, and Mr. Voisin

**NAYS:** Mrs. Benoit, Mrs. Solet, Mr. Hamner, Mr. DeHart, and Dr. Trahan

**ABSENT:** None

President Benoit declared the foregoing motion failed to carry.

Mr. Hamner, seconded by Mr. Ford, offered another motion that the Board allow Student #149172 to return to school at the end of the first grading period, subject to signing a contract.

A roll call vote having been called for on the motion, the vote thereon was as follows:

**YEAS:** Mr. LaGarde, Mr. Harding, Mr. Ford, Mrs. Benoit, Mrs. Solet, Mr. Hamner, Mr. DeHart, Dr. Trahan, and Mr. Voisin

**NAYS:** None

**ABSENT:** None

President Benoit declared the foregoing motion carried.

Motion of Mr. Hamner, seconded by Mr. DeHart, unanimously carried, the Board voted to go into executive session, at this time (7:25 P.M.), to discuss the parent appeal for readmission of Student #136442.

Motion of Mrs. Solet, seconded by Mr. Voisin, unanimously carried, the Board reconvened in regular session (7:40 P.M.) with all members present.

Mr. Voisin moved, seconded by Dr. Trahan, that the Board deny the parent appeal and allow Student #136442 to remain at East Street Alternative School for the duration of the expulsion period.

A roll call vote having been called for on the motion, the vote thereon was as follows:

**YEAS:** Mr. Ford, Mrs. Benoit, Mrs. Solet, Mr. Hamner, Mr. DeHart, Dr. Trahan, and Mr. Voisin

**NAYS:** Mr. LaGarde and Mr. Harding

**ABSENT:** None

President Benoit declared the foregoing motion carried.

Motion of Mr. Hamner, seconded by Mr. Voisin, unanimously carried, the Board voted to go into executive session, at this time (7:42 P.M.), to discuss the parent appeal for readmission of Student #145406.

Motion of Mr. Ford, seconded by Mr. DeHart, unanimously carried, the Board reconvened in regular session (7:55 P.M.) with all members present.

Mr. Hamner moved, seconded by Mr. Harding, that the Board allow Student #145406 to return to the base school at the beginning of the second grading period, subject to signing a contract.

A roll call vote having been called for on the motion, the vote thereon was as follows:

**YEAS:** Mr. LaGarde, Mr. Harding, Mr. Ford, Mrs. Benoit, Mrs. Solet, Mr. Hamner, Mr. DeHart, Dr. Trahan, and Mr. Voisin

**NAYS:** None

**ABSENT:** None

President Benoit declared the foregoing motion carried.

Mr. Ford addressed the Board regarding “Matter pertaining to the implementation of a 5% increase in pay overall for all non-instructional support personnel in the district, effective at the beginning of the 2020-2021 school year.”

Following a lengthy discussion, Mr. Ford moved, seconded by Mr. DeHart, that the Superintendent and staff be requested to research a potential 5% increase in pay overall for all non-instructional support personnel in the district, effective at the beginning of the 2020-2021 school year, for a report back to the Board.

A roll call vote having been called for on the motion, the vote thereon was as follows:

**YEAS:** Mr. LaGarde, Mr. Harding, Mr. Ford, and Mr. DeHart

**NAYS:** Mrs. Benoit, Mrs. Solet, Mr. Hamner, Dr. Trahan, and Mr. Voisin

**ABSENT:** None

President Benoit declared the foregoing motion failed to carry.

Motion of Mr. Voisin, seconded by Mr. LaGarde, unanimously carried, the Board voted to adjourn its meeting **(8:20 P.M.)**.

/s/ Philip Martin, Secretary

/s/ Debi Benoit, President

RLB