

THE OFFICIAL PROCEEDINGS OF THE GRANT PARISH SCHOOL
BOARD OF THE PARISH OF GRANT, STATE OF LOUISIANA, TAKEN
AT A REGULAR MEETING
HELD ON TUESDAY, OCTOBER 5, 2021

The Parish School Board of the Parish of Grant, State of Louisiana, met in its regular meeting place, the Grant Parish School Board Office, Colfax, Louisiana, in Regular Session, Tuesday, October 5, 2021 at 6:00 o'clock P.M.

There were present Mr. Lloyd Whitman, Mr. Randy Browning, Mrs. Lisa Roberts, Mr. Mike Slaughter, Mrs. Deborah "Debbie" McFarland and Mr. William "Bill" Riggs. Mrs. Mary Bullock and Mrs. Karen Layton were absent.

Mr. Paxton Teddlie, Secretary-Treasurer was also present.

The Parish School Board of the Parish of Grant, State of Louisiana, was duly convened by Mrs. Deborah "Debbie" McFarland, President of the Grant Parish School Board, who then stated that the Grant Parish School Board was ready to transact any business which may come before the Board.

Motion by Mr. Riggs, seconded by Mr. Slaughter and unanimously approved the September 7, 2021 Regular Meeting Minutes and the September 30, 2021 Special Construction Committee Meeting Minutes.

The following guest was not present: Stacey Duvic Neal – Director, Community Competitiveness: Community Competitiveness Initiative and Louisiana Development Ready Communities 2021 Application (2021-2024) Planning.

No other guests signed in to be recognized.

Retirement: Cindy Maxwell – Teacher at Georgetown High School, effective September 18, 2021. Ms. Maxwell was not present.

Committee items:

The Finance Committee discussed, Proposed Budget Revision: District: Grant Jr. High - \$5,500 for parking lot striping and \$6,500 for furnace repair, Proposed Budget Revision: District: South Grant - \$4,000 for parking lot striping and Proposed Budget Revision: Parishwide: Central Office - \$5,000 for parking lot striping.

The Transportation and Maintenance Committee had no items to discuss.

The Construction Committee gave a report on items discussed and reviewed at the September 30, 2021 Special Board Meeting concerning Hurricane and Ice Storm damages at Regular Meeting.

Motion by Mr. Whitman, seconded by Mr. Slaughter and unanimously approved Proposed Budget Revision: District: Grant Jr. High - \$5,500 for parking lot striping, Proposed Budget Revision: District: South Grant - \$4,000 for parking lot striping and Proposed Budget Revision: Parishwide: Central Office - \$5,000 for parking lot striping.

Motion by Mr. Whitman, seconded by Mr. Slaughter and unanimously approved payment of the 2% Stipend on Wednesday, October 6, 2021.

Motion by Mr. Riggs, seconded by Mrs. Roberts and unanimously approved to move the January 4, 2022 Board Meeting to January 11, 2022.

Motion by Mr. Riggs, seconded by Mr. Browning and unanimously approved to amend the School Calendar to reflect November 4, 2021 as a full day due to the cancellation of the Pecan Festival.

Motion by Mrs. Roberts, seconded by Mr. Browning and unanimously approved to postpone pending BESSE meeting next week and legal guidance on revising Strong Start Guidance regarding quarantine procedures.

Motion by Mr. Browning, seconded by Mr. Slaughter and unanimously approved to postpone pending BESSE meeting next week and legal guidance on giving Superintendent authority to enter into agreement to provide free COVID Testing if deemed necessary.

Motion by Mrs. Roberts, seconded by Mr. Whitman and unanimously approved a Resolution confirming an election date change pursuant to Executive Order of the Governor; establishing a new date to canvass the returns of the elections; and providing for other matters in connection therewith.

The following resolution was offered by Lisa Roberts and seconded by Lloyd Whitman:

RESOLUTION

A resolution confirming an election date change pursuant to Executive Order of the Governor; establishing a new date to canvass the returns of the elections; and providing for other matters in connection therewith.

WHEREAS, the Parish School Board of the Parish of Grant, State of Louisiana, acting as the governing authority of (i) the Parish of Grant, State of Louisiana, for school purposes, (ii) School District No. 1 of the Parish of Grant, Louisiana, (iii) Consolidated School District No. 11 of the Parish of Grant, Louisiana, (iv) Verda School District No. 31 of the Parish of Grant, Louisiana, and (v) Consolidated School District No. 33 of the Parish of Grant, Louisiana, heretofore called for elections to be held on Saturday, November 13, 2021; and

WHEREAS, the Governor issued Executive Order Number 2021 JBE 13 on September 9, 2021 (said Executive Order, with any supplements or modifications, herein the "Executive Order"), to reschedule elections due to the Statewide State of Emergency caused by Hurricane Ida;

NOW THEREFORE, BE IT RESOLVED the Parish School Board of the Parish of Grant, State of Louisiana (the "Governing Authority"), acting as the governing authority of (i) the Parish of Grant, State of Louisiana, for school purposes, (ii) School District No. 1 of the Parish of Grant, Louisiana, (iii) Consolidated School District No. 11 of the Parish of Grant, Louisiana, (iv) Verda School District No. 31 of the Parish of Grant, Louisiana, and (v) Consolidated School District No. 33 of the Parish of Grant, Louisiana (the "Parish and Districts"), that:

SECTION 1. This Governing Authority acknowledges the change in the election date, pursuant to the Executive Order, from November 13, 2021 to December 11, 2021.

SECTION 2. This Governing Authority shall meet at its regular meeting place, the Grant Parish School Board Meeting Room, 512 Main Street, Colfax, Louisiana, on **TUESDAY, JANUARY 11, 2022, at SIX O'CLOCK (6:00) P.M.**, and shall examine and canvass the returns and declare the result of the said special election.

SECTION 3. All provisions of the election call resolution previously adopted by this Governing Authority, other than the change in the election date and the canvass date, shall remain in full force and effect.

SECTION 4. The President and/or Secretary are further authorized, empowered and directed to take any and all further action required by State and/or Federal authorities to conduct the elections.

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

MEMBERS:	YEAS:	NAYS:	ABSENT:	ABSTAINING:
Mary Bullock	_____	_____	<u>✓</u>	_____
Lloyd Whitman	<u>✓</u>	_____	_____	_____
Karen Layton	_____	_____	<u>✓</u>	_____
Randy Browning	<u>✓</u>	_____	_____	_____
Lisa Roberts	<u>✓</u>	_____	_____	_____
Mike Slaughter	<u>✓</u>	_____	_____	_____
Deborah "Debbie" McFarland	<u>✓</u>	_____	_____	_____
William "Bill" Riggs	<u>✓</u>	_____	_____	_____

And the resolution was declared adopted on this, the 5th day of October, 2021.

/s/ Paxton Teddlie
Secretary

/s/ Deborah "Debbie" McFarland
President

STATE OF LOUISIANA

PARISH OF GRANT

I, the undersigned Secretary of the Parish School Board of the Parish of Grant, State of Louisiana (the "Governing Authority"), the governing authority of (i) the Parish of Grant, State of Louisiana, for school purposes, (ii) School District No. 1 of the Parish of Grant, Louisiana, (iii) Consolidated School District No. 11 of the Parish of Grant, Louisiana, (iv) Verda School District No. 31 of the Parish of Grant, Louisiana, and (v) Consolidated School District No. 33 of the Parish of Grant, Louisiana (the "Parish and Districts"), do hereby certify that the foregoing pages constitute a true and correct copy of the proceedings taken by the Governing Authority on October 5, 2021, confirming an election date change pursuant to proclamation of the Governor; establishing a new date to canvass the returns of the elections; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature at Colfax, Louisiana, on this, the 5th day of October, 2021.


Secretary

Motion by Mr. Riggs, seconded by Mrs. Roberts and unanimously approved Resolution authorizing the Superintendent to sign the Louisiana Uninsured/Underinsured Motorist form reflecting the selection of or rejection of Uninsured/Underinsured Motorist Bodily Injury Coverage.

Louisiana Public Schools Risk Management Agency
Uninsured/Underinsured Motorists Bodily Injury Resolution

The following resolution should be placed in the minutes of Grant Parish School Board held on October, 5 2021.

Agency Item XV. Resolution authorizing the superintendent to sign the required Louisiana Uninsured/Underinsured Motorist form reflecting the selection of or rejection of Uninsured/Underinsured Motorists Bodily Injury Coverage.

William "Bill" Riggs moved, and seconded by Lisa Roberts

to authorize the superintendent to sign the required Louisiana Uninsured/Underinsured Motorists form reflection of or rejection of Uninsured/Underinsured Motorists Coverage. This selection is application to Commercial Automobile Insurance Coverage for the period of October 1, 2021 to October 1, 2022 as presented.

LARMA UM/UIM Resolution 10/21

Motion by Mr. Browning, seconded by Mr. Riggs and unanimously approved Resolution authorizing the Superintendent to sign the LARMA Interlocal Agreement and adoption of it's bylaws on behalf of Grant Parish School Board.

LARMA INTERLOCAL AGREEMENT RESOLUTION

Be it resolved that at the October 5, 2021 meeting of the GRANT Parish School Board, approval was granted to join the Louisiana Public Schools Risk Management Agency, an interlocal risk management agency through the execution of the interlocal agreement and adoption of its bylaws. Continued participation is contingent upon payment of annual contributions.

Therefore, be it further resolved that Superintendent be authorized to execute the Interlocal Agreement on behalf of the GRANT Parish School Board.

Signed, on behalf of the GRANT Parish School Board,


Board President


Secretary

October 5, 2021
Date

Motion by Mrs. Roberts, seconded by Mr. Riggs and unanimously approved Emergency Shelter Agreement Disaster Assistance Plan between Grant Parish School Board and CommCare Corporation including the following: Broussard Community Care Center, Jennings Community Care Center, Lafayette Community Care Center and Northridge Community Care Center.

EMERGENCY SHELTER AGREEMENT

This *Emergency Shelter Agreement* (hereinafter the "Agreement") is entered into this 15th day of October, 2021, by and between: the **Grant Parish School Board**, a political subdivision of the State of Louisiana ("School Board"); and **Broussard Community Care Center**, a Louisiana skilled nursing and long-term care facility licensed to do business in the State of Louisiana ("Facility"). This Agreement will remain in effect for a period of one (1) year, and can be renewed on an annual basis by agreement of the Parties, unless earlier terminated as provided hereinbelow.

Recitals

WHEREAS, FACILITY houses elderly patients and other individuals who are in need of long-term care; and

WHEREAS, if a natural disaster, or other emergency event, were to occur at or near Facility, the Facility would need to evacuate its patients/residents to secure areas outside of any disaster area; and

WHEREAS, the School Board owns facilities that are suitable for use as temporary shelters in the event of a natural disaster or other emergency event; and

WHEREAS, Facility has requested that the School Board assist it by allowing use of its facility(ies) to serve as temporary shelters during emergency events; and

WHEREAS, the School Board is willing to enter into this Agreement to memorialize its commitment to attempt to assist Facility in the event of an emergency evacuation.

NOW, THEREFORE, in consideration of the foregoing mutual covenants and agreements hereinafter set forth, the parties hereby agree as set forth below.

Terms and Conditions

I. School Board's Commitment

In the event of a disaster requiring the emergency evacuation of Facility, the School Board agrees to use reasonable efforts to attempt to assist Facility by providing temporary use of its facility(ies). Facility acknowledges and agrees that the School Board's obligation under this Agreement is to attempt to assist Facility. The School Board does not guarantee that it can or will be able to assist Facility should an emergency evacuation become necessary. For purposes of specificity, the School Board cannot, and does not, guarantee that any of its facilities will be available to assist Facility in the event of an emergency evacuation. The School Board shall have no liability in the event it is unable to assist.

II. Facility's Obligations

In the event it becomes necessary to conduct an emergency evacuation of Facility, and the School Board provides assistance, Facility will provide the necessary administration, coordination, and support

needed to effectuate the evacuation to the School Board's facility(ies), operate and maintain the School Board's facility(ies) during Facility's emergency use, supervise its employees and agents during Facility's emergency use, and administer care to Facility's patients whom are evacuated to the School Board's facility(ies). Facility's duties include, determining the order of patients to be evacuated, providing any supplies/materials needed by patient during transport, determining whether patients can or should be transported, the loading/unloading of patients, determining the location patients are to be evacuated to, record keeping as to which patients were placed on each bus, and any other decision incidentally related to the evacuation of the patients.

Should the School Board and/or DS assist Facility in an emergency evacuation, Facility hereby agrees to reimburse the School Board and DS for all costs and expenses incurred by School Board and/or DS in the provision of assistance. Such expenses include, but are not limited to, fuel for buses, compensation paid to drivers, supplies expended, the care of all of Facility's patients relocated to the School Board's facility(ies), and any other costs reasonably expended by School Board relating to Facility's emergency use of the School Board's facility(ies). Facility shall also pay to have the facility(ies) cleaned after services are complete.

III. Non-Exclusivity

It is understood that the School Board may have similar agreements with other entities, therefore resources may be designated on a first come first serve basis at the discretion of School Board.

IV. Termination

This Agreement may be terminated at any time, and for any reason, by any party upon thirty (30) days written notice to the other party. In the event one party terminates this Agreement, the other party reserves the right to enter into a new agreement.

V. Damage to School Board Facilities

In the event Facility uses a School Board facility in connection of this Agreement, Facility shall be responsible for any damages to the School Board's facility(ies) caused by Facility or any of its patients, employees, volunteers, or invitees.

VI. Indemnification

Facility agrees to hold harmless and indemnify the School Board from and against any and all claims, losses, liabilities, demands, suits, damages, judgments, or causes of actions asserted against the School Board, which arise out of or is in any way related to, in whole or in part, any negligent act or omission on the part of Facility or any breach of this Agreement by Facility, its officers, agents, employees, subcontractors, patients and/or guests. Additionally, should any of Facility's patients (or patients' families) assert a claim for bodily injury or damage against the School Board that relates in any way to the patients' use of the School Board's facility(ies) pursuant this Agreement, Facility shall hold harmless and indemnify the School Board (including their employees or agents) against any and all such claims, damages, or losses, UNLESS SUCH CLAIM/DAMAGE/LOSS IS THE RESULT OF THE SOLE NEGLIGENT ACT OR OMISSION ON THE PART OF SCHOOL BOARD. Such

indemnification shall include attorneys' fees, courts costs, and costs of litigation incurred by the School Board.

VII. Insurance

Facility, at its sole cost and expense, will maintain such policies of general and premises liability and other insurance as shall be necessary to insure Facility and its employees or agents against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with Facility's operations. The School Board shall be named as an additional insured on such policies, and proof of such shall be provided to the School Board prior to Facility's use of any School Board facility(ies) pursuant to this Agreement. Waivers of Subrogation in favor of the School Board shall be granted for the General Liability, Premises Liability, Auto Liability, and Workers' Compensation insurance policies.

VIII. MISC.

Facility shall be considered an independent contractor for any and all purposes under this Agreement. This Agreement shall not render Facility or any of its employees, as employees, partners, agents or joint ventures of the School Board for any purpose.

The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

The Agreement may not be assigned by either party without the written consent of the other.

No waiver of any default hereunder shall be construed to be or shall constitute a waiver of any subsequent default.

This Agreement supersedes all prior negotiations, representations or agreements, if any. The Article and Section headings are solely for convenience and shall not be deemed to limit the subject of the Articles and Sections or be considered in their interpretation. Any Schedules or Exhibits referred to herein are made a part of this Agreement by the respective references to them. This Agreement constitutes the entire agreement between the parties hereto.

If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement shall not be altered, modified, or amended except by written instrument executed by both parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or related to this Agreement shall be litigated only in the 35th Judicial District

Court for the Parish of Grant.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement on the date set forth in the first paragraph.

Grant Parish School Board

By: Paxton Teddie
Name (Printed): Paxton Teddie
Title: Superintendent

Broussard Community Care Center

By: _____
Name (Printed): _____
Title: _____

EMERGENCY SHELTER AGREEMENT

This *Emergency Shelter Agreement* (hereinafter the "Agreement") is entered into this 15th day of October, 2021, by and between: the **Grant Parish School Board**, a political subdivision of the State of Louisiana ("School Board"); and **Jennings Community Care Center**, a Louisiana skilled nursing and long-term care facility licensed to do business in the State of Louisiana ("Facility"). This Agreement will remain in effect for a period of one (1) year, and can be renewed on an annual basis by agreement of the Parties, unless earlier terminated as provided hereinbelow.

Recitals

WHEREAS, FACILITY houses elderly patients and other individuals who are in need of long-term care; and

WHEREAS, if a natural disaster, or other emergency event, were to occur at or near Facility, the Facility would need to evacuate its patients/residents to secure areas outside of any disaster area; and

WHEREAS, the School Board owns facilities that are suitable for use as temporary shelters in the event of a natural disaster or other emergency event; and

WHEREAS, Facility has requested that the School Board assist it by allowing use of its facility(ies) to serve as temporary shelters during emergency events; and

WHEREAS, the School Board is willing to enter into this Agreement to memorialize its commitment to attempt to assist Facility in the event of an emergency evacuation.

NOW, THEREFORE, in consideration of the foregoing mutual covenants and agreements hereinafter set forth, the parties hereby agree as set forth below.

Terms and Conditions

I. School Board's Commitment

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needed to effectuate the evacuation to the School Board's facility(ies), operate and maintain the School Board's facility(ies) during Facility's emergency use, supervise its employees and agents during Facility's emergency use, and administer care to Facility's patients whom are evacuated to the School Board's facility(ies). Facility's duties include, determining the order of patients to be evacuated, providing any supplies/materials needed by patient during transport, determining whether patients can or should be transported, the loading/unloading of patients, determining the location patients are to be evacuated to, record keeping as to which patients were placed on each bus, and any other decision incidentally related to the evacuation of the patients.

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It is understood that the School Board may have similar agreements with other entities, therefore resources may be designated on a first come first serve basis at the discretion of School Board.

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This Agreement may be terminated at any time, and for any reason, by any party upon thirty (30) days written notice to the other party. In the event one party terminates this Agreement, the other party reserves the right to enter into a new agreement.

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In the event Facility uses a School Board facility in connection of this Agreement, Facility shall be responsible for any damages to the School Board's facility(ies) caused by Facility or any of its patients, employees, volunteers, or invitees.

VI. Indemnification

Facility agrees to hold harmless and indemnify the School Board from and against any and all claims, losses, liabilities, demands, suits, damages, judgments, or causes of actions asserted against the School Board, which arise out of or is in any way related to, in whole or in part, any negligent act or omission on the part of Facility or any breach of this Agreement by Facility, its officers, agents, employees, subcontractors, patients and/or guests. Additionally, should any of Facility's patients (or patients' families) assert a claim for bodily injury or damage against the School Board that relates in any way to the patients' use of the School Board's facility(ies) pursuant this Agreement, Facility shall hold harmless and indemnify the School Board (including their employees or agents) against any and all such claims, damages, or losses, UNLESS SUCH CLAIM/DAMAGE/LOSS IS THE RESULT OF THE SOLE NEGLIGENT ACT OR OMISSION ON THE PART OF SCHOOL BOARD. Such

indemnification shall include attorneys' fees, courts costs, and costs of litigation incurred by the School Board.

VII. Insurance

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VIII. MISC.

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The Agreement may not be assigned by either party without the written consent of the other.

No waiver of any default hereunder shall be construed to be or shall constitute a waiver of any subsequent default.

This Agreement supersedes all prior negotiations, representations or agreements, if any. The Article and Section headings are solely for convenience and shall not be deemed to limit the subject of the Articles and Sections or be considered in their interpretation. Any Schedules or Exhibits referred to herein are made a part of this Agreement by the respective references to them. This Agreement constitutes the entire agreement between the parties hereto.

If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement shall not be altered, modified, or amended except by written instrument executed by both parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or related to this Agreement shall be litigated only in the 35th Judicial District

Court for the Parish of Grant.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement on the date set forth in the first paragraph.

Grant Parish School Board

By: Paxton Teddlie
Name (Printed): Paxton Teddlie
Title: Superintendent

Jennings Community Care Center

By: _____
Name (Printed): _____
Title: _____

EMERGENCY SHELTER AGREEMENT

This *Emergency Shelter Agreement* (hereinafter the "Agreement") is entered into this 15th day of October, 2021, by and between: the **Grant Parish School Board**, a political subdivision of the State of Louisiana ("School Board"); and **Lafayette Community Care Center**, a Louisiana skilled nursing and long-term care facility licensed to do business in the State of Louisiana ("Facility"). This Agreement will remain in effect for a period of one (1) year, and can be renewed on an annual basis by agreement of the Parties, unless earlier terminated as provided hereinbelow.

Recitals

WHEREAS, FACILITY houses elderly patients and other individuals who are in need of long-term care; and

WHEREAS, if a natural disaster, or other emergency event, were to occur at or near Facility, the Facility would need to evacuate its patients/residents to secure areas outside of any disaster area; and

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WHEREAS, Facility has requested that the School Board assist it by allowing use of its facility(ies) to serve as temporary shelters during emergency events; and

WHEREAS, the School Board is willing to enter into this Agreement to memorialize its commitment to attempt to assist Facility in the event of an emergency evacuation.

NOW, THEREFORE, in consideration of the foregoing mutual covenants and agreements hereinafter set forth, the parties hereby agree as set forth below.

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VI. Indemnification

Facility agrees to hold harmless and indemnify the School Board from and against any and all claims, losses, liabilities, demands, suits, damages, judgments, or causes of actions asserted against the School Board, which arise out of or is in any way related to, in whole or in part, any negligent act or omission on the part of Facility or any breach of this Agreement by Facility, its officers, agents, employees, subcontractors, patients and/or guests. Additionally, should any of Facility's patients (or patients' families) assert a claim for bodily injury or damage against the School Board that relates in any way to the patients' use of the School Board's facility(ies) pursuant this Agreement, Facility shall hold harmless and indemnify the School Board (including their employees or agents) against any and all such claims, damages, or losses, UNLESS SUCH CLAIM/DAMAGE/LOSS IS THE RESULT OF THE SOLE NEGLIGENT ACT OR OMISSION ON THE PART OF SCHOOL BOARD. Such

indemnification shall include attorneys' fees, courts costs, and costs of litigation incurred by the School Board.

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VIII. MISC.

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No waiver of any default hereunder shall be construed to be or shall constitute a waiver of any subsequent default.

This Agreement supersedes all prior negotiations, representations or agreements, if any. The Article and Section headings are solely for convenience and shall not be deemed to limit the subject of the Articles and Sections or be considered in their interpretation. Any Schedules or Exhibits referred to herein are made a part of this Agreement by the respective references to them. This Agreement constitutes the entire agreement between the parties hereto.

If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement shall not be altered, modified, or amended except by written instrument executed by both parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or related to this Agreement shall be litigated only in the 35th Judicial District

Court for the Parish of Grant.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement on the date set forth in the first paragraph.

Grant Parish School Board

By: Paxton Teddlie
Name (Printed): Paxton Teddlie
Title: Superintendent

Lafayette Community Care Center

By: _____
Name (Printed): _____
Title: _____

EMERGENCY SHELTER AGREEMENT

This *Emergency Shelter Agreement* (hereinafter the "Agreement") is entered into this 15th day of October, 2021, by and between: the **Grant Parish School Board**, a political subdivision of the State of Louisiana ("School Board"); and **Northridge Community Care Center**, a Louisiana skilled nursing and long-term care facility licensed to do business in the State of Louisiana ("Facility"). This Agreement will remain in effect for a period of one (1) year, and can be renewed on an annual basis by agreement of the Parties, unless earlier terminated as provided hereinbelow.

Recitals

WHEREAS, FACILITY houses elderly patients and other individuals who are in need of long-term care; and

WHEREAS, if a natural disaster, or other emergency event, were to occur at or near Facility, the Facility would need to evacuate its patients/residents to secure areas outside of any disaster area; and

WHEREAS, the School Board owns facilities that are suitable for use as temporary shelters in the event of a natural disaster or other emergency event; and

WHEREAS, Facility has requested that the School Board assist it by allowing use of its facility(ies) to serve as temporary shelters during emergency events; and

WHEREAS, the School Board is willing to enter into this Agreement to memorialize its commitment to attempt to assist Facility in the event of an emergency evacuation.

NOW, THEREFORE, in consideration of the foregoing mutual covenants and agreements hereinafter set forth, the parties hereby agree as set forth below.

Terms and Conditions

I. School Board's Commitment

In the event of a disaster requiring the emergency evacuation of Facility, the School Board agrees to use reasonable efforts to attempt to assist Facility by providing temporary use of its facility(ies). Facility acknowledges and agrees that the School Board's obligation under this Agreement is to attempt to assist Facility. The School Board does not guarantee that it can or will be able to assist Facility should an emergency evacuation become necessary. For purposes of specificity, the School Board cannot, and does not, guarantee that any of its facilities will be available to assist Facility in the event of an emergency evacuation. The School Board shall have no liability in the event it is unable to assist.

II. Facility's Obligations

In the event it becomes necessary to conduct an emergency evacuation of Facility, and the School Board provides assistance, Facility will provide the necessary administration, coordination, and support

needed to effectuate the evacuation to the School Board's facility(ies), operate and maintain the School Board's facility(ies) during Facility's emergency use, supervise its employees and agents during Facility's emergency use, and administer care to Facility's patients whom are evacuated to the School Board's facility(ies). Facility's duties include, determining the order of patients to be evacuated, providing any supplies/materials needed by patient during transport, determining whether patients can or should be transported, the loading/unloading of patients, determining the location patients are to be evacuated to, record keeping as to which patients were placed on each bus, and any other decision incidentally related to the evacuation of the patients.

Should the School Board and/or DS assist Facility in an emergency evacuation, Facility hereby agrees to reimburse the School Board and DS for all costs and expenses incurred by School Board and/or DS in the provision of assistance. Such expenses include, but are not limited to, fuel for buses, compensation paid to drivers, supplies expended, the care of all of Facility's patients relocated to the School Board's facility(ies), and any other costs reasonably expended by School Board relating to Facility's emergency use of the School Board's facility(ies). Facility shall also pay to have the facility(ies) cleaned after services are complete.

III. Non-Exclusivity

It is understood that the School Board may have similar agreements with other entities, therefore resources may be designated on a first come first serve basis at the discretion of School Board.

IV. Termination

This Agreement may be terminated at any time, and for any reason, by any party upon thirty (30) days written notice to the other party. In the event one party terminates this Agreement, the other party reserves the right to enter into a new agreement.

V. Damage to School Board Facilities

In the event Facility uses a School Board facility in connection of this Agreement, Facility shall be responsible for any damages to the School Board's facility(ies) caused by Facility or any of its patients, employees, volunteers, or invitees.

VI. Indemnification

Facility agrees to hold harmless and indemnify the School Board from and against any and all claims, losses, liabilities, demands, suits, damages, judgments, or causes of actions asserted against the School Board, which arise out of or is in any way related to, in whole or in part, any negligent act or omission on the part of Facility or any breach of this Agreement by Facility, its officers, agents, employees, subcontractors, patients and/or guests. Additionally, should any of Facility's patients (or patients' families) assert a claim for bodily injury or damage against the School Board that relates in any way to the patients' use of the School Board's facility(ies) pursuant this Agreement, Facility shall hold harmless and indemnify the School Board (including their employees or agents) against any and all such claims, damages, or losses, UNLESS SUCH CLAIM/DAMAGE/LOSS IS THE RESULT OF THE SOLE NEGLIGENCE ACT OR OMISSION ON THE PART OF SCHOOL BOARD. Such

indemnification shall include attorneys' fees, courts costs, and costs of litigation incurred by the School Board.

VII. Insurance

Facility, at its sole cost and expense, will maintain such policies of general and premises liability and other insurance as shall be necessary to insure Facility and its employees or agents against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with Facility's operations. The School Board shall be named as an additional insured on such policies, and proof of such shall be provided to the School Board prior to Facility's use of any School Board facility(ies) pursuant to this Agreement. Waivers of Subrogation in favor of the School Board shall be granted for the General Liability, Premises Liability, Auto Liability, and Workers' Compensation insurance policies.

VIII. MISC.

Facility shall be considered an independent contractor for any and all purposes under this Agreement. This Agreement shall not render Facility or any of its employees, as employees, partners, agents or joint ventures of the School Board for any purpose.

The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

The Agreement may not be assigned by either party without the written consent of the other.

No waiver of any default hereunder shall be construed to be or shall constitute a waiver of any subsequent default.

This Agreement supersedes all prior negotiations, representations or agreements, if any. The Article and Section headings are solely for convenience and shall not be deemed to limit the subject of the Articles and Sections or be considered in their interpretation. Any Schedules or Exhibits referred to herein are made a part of this Agreement by the respective references to them. This Agreement constitutes the entire agreement between the parties hereto.

If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

This Agreement shall not be altered, modified, or amended except by written instrument executed by both parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or related to this Agreement shall be litigated only in the 35th Judicial District

Court for the Parish of Grant.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement on the date set forth in the first paragraph.

Grant Parish School Board

By: Paxton Teddlie
Name (Printed): Paxton Teddlie
Title: Superintendent

Northridge Community Care Center

By: _____
Name (Printed): _____
Title: _____

Motion by Mr. Browning, seconded by Mr. Slaughter and unanimously approved Pay Application Number 4 and Number 5 to D'Argent Companies, Real Estate and Construction, Progress Bill on Georgetown High School Interim K-12 Campus in the amount of \$154,848.78 and \$51,859.19.

Received for approval at the November Meeting Policy: File JR, Student Privacy and Education Records; Policy: File JBCE, Public School Choice; Policy: File JBC, School Admission; Policy: File JBA, Compulsory School Attendance Ages; Policy: File IDDFC, Cameras in Special Education Classrooms (New Policy); Policy: File IDDF, Education of

Students with Exceptionalities; Policy: File IDCC, Kindergarten; Policy: File ID, Curriculum; and Policy: File BH School Board Ethics.

The Superintendent discussed with the board members Personnel Report, Financial Report, Calendars, COVID numbers, Virtual Numbers, Student Count, Ethics Certificate and Clarification on School Board Member Term Limits.

Motion by Mr. Whitman, seconded by Mr. Slaughter and unanimously approved adjourning the meeting.

s/Deborah "Debbie" McFarland
Deborah "Debbie" McFarland
President
Grant Parish School Board

ATTEST: _____
Paxton Teddlie
Secretary-Treasurer
Grant Parish School Board