

**City of Baker School Board
Board Workshop Agenda
Tuesday, July 7, 2026, 5:00 P.M.
School Board Office**

Monique Butler, President – Presiding

A) Workshop to discuss Health Insurance options for employees for 2026-2027.



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Catrina Blackmore at 225.774.5795 to describe the assistance that is necessary.

**City of Baker School Board
Board Meeting Agenda
Tuesday, July 7, 2026, 6:00 P.M.
School Board Office**

Monique Butler, President – Presiding

“The beautiful thing about learning is that no one can take it away from you.” - B.B. King

A. Meeting Commencement

1. Call to Order
2. Roll Call
3. Silent Meditation
4. Pledge of Allegiance

B. Welcome of Visitors

C. Recognitions

1. DIBELS Scores presentation Charita Sellars
2. Football team and Cheer team-Service at Lions Club in Zachary

D. Approval of Agenda (Action)

E. Action Items-The public may comment on Action Items. Public Comment is limited to 2 minutes per individual.

1. Consideration and Approval of Minutes from the School Board Meeting of 06-02-2026 and 6-15-2026.
2. Consideration and Approval of Financial Statements ending 04-30-2026 and 5-31-2026.
3. Consideration and Approval of New Policy D-7.4c Federal Grant Procurement and Contract Administration.
4. Consideration and Approval of Settlement offer for \$2500 on Sedgwick Claim # C566544466-0006. (Executive Session may be required).
5. Consideration and approval of settlement of Claim # C566544466-0005. Claimant: Warneshia Williams obo Harry Martin DOL: 04/08/2025. (Executive Session may be required).
6. Consideration and Approval of the job description and fte for Coordinator of Data Systems, Technology Compliance & Asset Management in Federal programs.

F. Information Items

1. Report from Helix
2. New Policies
 - a. Parent Communication
 - b. Student Fees, Fines, and Charges
3. Policies from Forethought
 - a. A-5.2 — Qualifications for School Board Members
 - b. B-3 — School Board Member Continuing Education
 - c. C-3.4 — Employment of Superintendent
 - d. D-7.4c — Community Development Block Grant / CDBG Disaster Recovery Procurement
 - e. F-8 — Personnel Records
 - f. F-9.2 — Compensation
 - g. F-11.4 — Sick Leave
 - h. F-11.4b — Sick Leave Bank
 - i. F-12.11 — Use of Pronouns and Given Names
 - j. G-2.4c — Education of Students with Exceptionalities
 - k. G-2.4e — Sex Education
 - l. H-3.5b — Corporal Punishment



- m. H-3.6 — Student Health Services
- n. H-3.6b — Immunizations
- o. H-3.6c — Administration of Medication

G. Announcements

1. Date of Next Meeting – August 4, 2026

H. Adjournment (Action)



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Catrina Blackmore at 225.774.5795 to describe the assistance that is necessary.

City of Baker School Board Meeting
Special Board Meeting
Monday, June 15, 2026
1:00 pm
MINUTES

The City of Baker School Board held a meeting beginning at 1:00 p.m. on Monday, June 15, 2026, at the School Board Office.

President Butler called the meeting to order and explained to visitors that the process for speaking on action agenda items is to request a comment card from Ms. Blackmore, write your name and the number of the agenda item you wish to speak on, and return the card to Ms. Blackmore. Visitors will be allowed two (2) minutes to speak.

President Butler welcomed all visitors and called the public meeting to order. She then took roll:

- Perkins: Present
- Profit: Present
- Burges: Present
- Joseph: Present
- Butler: Present

Ms. Butler announced there was a quorum, and the meeting would proceed.

Ms. Butler requested that everyone stand for a moment of silent meditation/prayer led by Ms. Butler, and the Pledge of Allegiance, to be led by Mrs. Burges.

Welcome of Vistors

President Butler welcomed all visitors

Approval of Agenda:

On motion of Mrs. Profit seconded by Mrs. Burges, the Board voted to approve the meeting agenda. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

Action Items:

1. Consideration and Approval of resolution authorizing the Superintendent to sign a Cooperative Endeavor Agreement with Department of the Treasury.

On motion of Mrs. Burges seconded by Mrs. Profit, the Board voted to approve the Superintendent to sign a Cooperative Endeavor Agreement with Department of the Treasury. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

Announcements:

Date of Next Meeting: July 7, 2026

Adjournment:

On motion of Mrs. Burges seconded by Mrs. Profit, the Board voted to adjourn the meeting. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

Board President

Secretary

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Announcements:

Date of Next Meeting: July 7, 2026

Adjournment:

On motion of Mrs. Burges seconded by Mrs. Profit, the Board voted to adjourn the meeting. Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

Board President

Secretary

CITY OF BAKER SCHOOL BOARD

Financial Report Summaries Including Budget to Actual Comparisons for Period Ending April 30, 2026

GENERAL FUND			
Description	2025-2026 Approved Revenues/ Expenditures	2025-2026 YTD Revenues/ Expenditures	Percentage % Change
Revenues			
Ad Valorem Taxes	\$ 2,785,667	\$ 2,917,254	4.72%
Sales and Use Taxes	4,975,800	3,127,634	-37.14%
Minimum Foundation Program Funding	7,851,471	3,364,668	-57.15%
State Shared Revenue	44,500	14,540	-67.33%
Local	1,000	(8)	-100.80%
State Grants	25,000	275,934	1003.74%
Facility Lease - Harding Street	240,000	120,000	-50.00%
Facility Lease - 3200 Groom Road	569,420	-	-100.00%
Interest Income	30,000	21,343	-28.86%
Reimbursement from Charter Operator for Retiree Health Insurance Costs	350,000	-	-100.00%
Reimbursement from Charter Operator for Salaries and Benefits for LSERS	706,946	-	-100.00%
Indirect Costs	33,000	-	-100.00%
Other Income	119,000	-	-100.00%
Total Revenues	17,731,804	9,841,365	-44.50%
Expenditures			
Instruction:			
Regular Program	495,000	152,703	-69.15%
Special Education Program	-	3,536	0.00%
Vocational Education Programs	-	-	0.00%
Other Instructional Programs	-	-	0.00%
Total Instruction	495,000	156,239	-68.44%
Support Services:			
Pupil Support Services	-	7,319	0.00%
Instructional Staff Services	-	2,612	0.00%
General Administration	790,184	574,602	-27.28%
School Administration	-	18,517	0.00%
Business Services	101,630	141,600	39.33%
Operations and Maintenance of Plant Services	276,835	577,031	108.44%
Student Transportation Services	520,110	302,221	-41.89%
Central Services	-	-	0.00%
Facilities Acquisition and Construction Services	195,000	110,434	-43.37%
Debt Service	669,716	153,523	-77.08%
Total Support Services	2,553,475	1,887,859	-26.07%
Total Expenditures	3,048,475	2,044,098	-32.95%
Transfers Out			
Transfer to Charter Schools	12,398,939	9,352,487	-24.57%
USDA SFS Match	10,234	-	-100.00%
Local Revenue Charter School Transfers Tpye 2, 5	2,965,410	-	-100.00%
Total Transfers Out	15,374,583	9,352,487	-39.17%
Total Change in Fund Balance	\$ (691,254)	\$ (1,555,220)	

CITY OF BAKER SCHOOL BOARD

Financial Report Summaries Including Budget to Actual Comparisons for Period Ending May 31, 2026

GENERAL FUND			
Description	2025-2026 Approved Revenues/ Expenditures	2025-2026 YTD Revenues/ Expenditures	Percentage % Change
Revenues			
Ad Valorem Taxes	\$ 2,785,667	\$ 2,989,410	7.31%
Sales and Use Taxes	4,975,800	3,559,322	-28.47%
Minimum Foundation Program Funding	7,851,471	3,364,668	-57.15%
State Shared Revenue	44,500	14,540	-67.33%
Differentiated Compensation/Certificate Stipend	-	63,612	
Local	1,000	(8)	-100.80%
State Grants	25,000	276,057	1004.23%
Facility Lease - Harding Street	240,000	-	-100.00%
Facility Lease - 3200 Groom Road	569,420	-	-100.00%
Interest Income	30,000	24,848	-17.17%
Reimbursement from Charter Operator for Retiree Health Insurance Costs	350,000	-	-100.00%
Reimbursement from Charter Operator for Salaries and Benefits for LSERS	706,946	-	-100.00%
Indirect Costs	33,000	-	-100.00%
Other Income	119,000	-	-100.00%
Total Revenues	17,731,804	10,292,449	-41.95%
Expenditures			
Instruction:			
Regular Program	495,000	160,031	-67.67%
Special Education Program	-	3,536	0.00%
Vocational Education Programs	-	-	0.00%
Other Instructional Programs	-	-	0.00%
Total Instruction	495,000	163,567	-66.96%
Support Services:			
Pupil Support Services	-	7,319	0.00%
Instructional Staff Services	-	2,612	0.00%
General Administration	790,184	631,027	-20.14%
School Administration	-	26,353	0.00%
Business Services	101,630	166,133	63.47%
Operations and Maintenance of Plant Services	276,835	604,696	118.43%
Student Transportation Services	520,110	310,720	-40.26%
Central Services	-	-	0.00%
Facilities Acquisition and Construction Services	195,000	110,434	-43.37%
Debt Service	669,716	153,523	-77.08%
Total Support Services	2,553,475	2,012,817	-21.17%
Total Expenditures	3,048,475	2,176,384	-28.61%
Transfers Out			
Transfer to Charter Schools	12,398,939	9,352,487	-24.57%
USDA SFS Match	10,234	-	-100.00%
Local Revenue Charter School Transfers Tpye 2, 5	2,965,410	-	-100.00%
Total Transfers Out	15,374,583	9,352,487	-39.17%
Total Change in Fund Balance	\$ (691,254)	\$ (1,236,422)	

FEDERAL GRANT PROCUREMENT AND CONTRACT ADMINISTRATION

The City of Baker School Board recognizes its responsibility to ensure that all purchases, contracts, and expenditures paid in whole or in part with federal grant funds are necessary, reasonable, allowable, properly documented, and made in compliance with applicable federal and state law, grant award terms, and School Board policy.

This policy shall apply to the procurement of materials, supplies, equipment, technology, services, construction, public works, professional services, and other contracts paid in whole or in part with federal funds or required matching funds. When federal, state, local, grant, or School Board requirements conflict, the most restrictive applicable requirement shall be followed.

The Superintendent or designee shall develop and maintain written administrative procedures to implement this policy and to ensure compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including applicable procurement standards under 2 CFR Part 200.

GENERAL PROCUREMENT STANDARDS

The School Board shall maintain and use documented procurement procedures for all procurement transactions under a federal award. Such procedures shall be consistent with state and local law, School Board policy, and the federal procurement standards applicable to the award.

All federally funded procurement transactions shall be conducted in a manner providing full and open competition. Contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals shall not be allowed to compete for the resulting procurement when such participation would create an unfair competitive advantage or conflict with federal procurement standards.

No purchase, contract, or public work shall be divided, separated, or structured in a manner designed to avoid federal procurement requirements, Louisiana public bid law, School Board approval requirements, or any applicable competitive procurement threshold.

STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

No School Board member, employee, officer, agent, or other person involved in the selection, award, or administration of a federally funded contract shall participate in the procurement when a real or apparent conflict of interest exists.

A conflict may exist when the person, the person's immediate family member, partner, or an organization employing or about to employ any of them has a financial or other interest in, or receives a tangible personal benefit from, a vendor, contractor, or party considered for award.

No School Board member, employee, officer, agent, or other person involved in federally funded procurement shall solicit or accept gratuities, favors, gifts, or anything of monetary value from contractors, vendors, prospective contractors, or parties to federally funded subcontracts, except as may be permitted by applicable law and School Board policy.

Violations of this section may result in disciplinary action, cancellation of the procurement, disallowance of costs, referral to appropriate authorities, or other corrective action.

METHODS OF PROCUREMENT

The Superintendent or designee shall ensure that one of the following federally authorized methods of procurement is used and documented for procurement transactions under a federal award:

Micro-Purchases

Micro-purchase procedures may be used when the aggregate dollar amount of the procurement transaction does not exceed the current federal micro-purchase threshold or any lower threshold established by state law, grant conditions, or School Board procedure. To the extent practicable, micro-purchases shall be distributed equitably among qualified suppliers. Price or rate quotations are not required when using the micro-purchase method, provided the price is

considered reasonable and the determination of reasonableness is documented.

Small Purchases / Simplified Acquisition Procedures

Small purchase procedures may be used when the procurement exceeds the micro-purchase threshold but does not exceed the current simplified acquisition threshold or any lower threshold established by state law, grant conditions, or School Board procedure. Price or rate quotations shall be obtained from an adequate number of qualified sources. The procurement file shall document the vendors contacted, quotes received, basis for selection, and reasonableness of the price.

Sealed Bids

Sealed bidding shall be used when complete, adequate, and realistic specifications are available; two or more responsible bidders are willing and able to compete; the procurement lends itself to a firm fixed-price contract; and selection can be made principally on the basis of price. Bids shall be publicly solicited, opened at the time and place stated in the solicitation, and awarded to the lowest responsive and responsible bidder, unless rejection is justified and documented. Sealed bidding shall be used when required by Louisiana public bid law or School Board policy.

Competitive Proposals

Competitive proposals may be used when sealed bidding is not appropriate. Requests for proposals shall be publicized and shall identify all evaluation factors and their relative importance. Proposals shall be solicited from an adequate number of qualified sources and evaluated using a written evaluation method. Contracts shall be awarded to the responsible proposer whose proposal is most advantageous to the program or district, with price and other factors considered.

For architectural and engineering professional services, qualifications-based selection may be used when permitted by law, provided price is not used as a selection factor and compensation is negotiated fairly and reasonably.

Noncompetitive Procurement / Sole Source

Noncompetitive procurement may be used only when permitted by federal law and when the reason is fully documented. Circumstances may include, but are not limited to, when the aggregate amount does not exceed the micro-purchase threshold; the item is available only from a single source; a public exigency or emergency will not permit delay resulting from a competitive process; the federal awarding agency or pass-through entity expressly authorizes noncompetitive procurement in writing; or, after solicitation of a number of sources, competition is determined inadequate.

Noncompetitive procurement shall require written justification, documentation of cost or price reasonableness, and approval by the Superintendent or designee. Board approval shall be obtained when required by law, grant conditions, or School Board policy.

PROCUREMENT FILE DOCUMENTATION

The Superintendent or designee shall ensure that a procurement file is maintained for each federally funded procurement. The file shall include, as applicable:

- 1 identification of the federal program or grant funding source;
- 2 determination that the purchase is necessary, reasonable, allowable, and allocable to the grant;
- 3 budget approval and account coding;
- 4 selected procurement method and justification;
- 5 independent cost estimate when required;
- 6 solicitation documents, specifications, bid or proposal advertisements, and addenda;
- 7 quotes, bids, proposals, scoring sheets, evaluation records, and award recommendation;
- 8 conflict-of-interest disclosures, if any;

- 9 suspension/debarment verification when required;
- 10 cost or price analysis when required;
- 11 contract, purchase order, board approval, and notice of award;
- 12 required federal contract provisions;
- 13 invoices, receiving documentation, deliverables, and payment records;
- 14 contract monitoring documentation;
- 15 change orders, amendments, and written justification; and
- 16 closeout documentation.

Records shall be retained for the period required by federal law, state law, grant award terms, audit requirements, and School Board records-retention procedures, whichever is longer.

COST OR PRICE ANALYSIS

A cost or price analysis shall be performed for every federally funded procurement transaction, including contract modifications, in excess of the simplified acquisition threshold, or when otherwise required by federal law, grant terms, or administrative procedure. The method and degree of analysis shall depend on the facts of the procurement. As a starting point, an independent estimate should be made before bids or proposals are received when required.

Cost-plus-a-percentage-of-cost contracting shall not be used. Time-and-materials contracts may be used only when permitted by federal law and when the district documents that no other contract type is suitable and includes a contract ceiling that the contractor exceeds at its own risk.

CONTRACT ADMINISTRATION AND MONITORING

The Superintendent or designee shall maintain a contract administration system to ensure that contractors perform in accordance with the terms, conditions, and specifications of federally funded contracts or purchase orders.

For each federally funded contract, the district shall designate an employee or official responsible for monitoring performance, reviewing invoices, confirming receipt of goods or services, documenting deliverables, and ensuring that payment is made only for allowable and properly supported costs.

All contract changes, amendments, extensions, and change orders shall be in writing, justified, reviewed for allowability, and approved before work is performed or costs are incurred, except in documented emergency circumstances permitted by law.

FEDERAL CONTRACT PROVISIONS

All federally funded contracts shall include applicable provisions required by federal law, grant terms, and 2 CFR Part 200 Appendix II. Required provisions may include, but are not limited to:

- 1 administrative, contractual, or legal remedies;
- 2 termination for cause and convenience;
- 3 Equal Employment Opportunity;
- 4 Davis-Bacon and Related Acts, when applicable;
- 5 Copeland Anti-Kickback Act, when applicable;
- 6 Contract Work Hours and Safety Standards Act, when applicable;
- 7 rights to inventions, when applicable;
- 8 Clean Air Act and Federal Water Pollution Control Act, when applicable;
- 9 suspension and debarment;

- 10 Byrd Anti-Lobbying Amendment;
- 11 domestic preferences for procurements, when applicable;
- 12 procurement of recovered materials, when applicable; and
- 13 access to records and audit rights.

DAVIS-BACON AND RELATED ACTS

For federally funded or federally assisted construction, alteration, repair, painting, decorating, or public works contracts in excess of \$2,000, the district shall determine whether Davis-Bacon and Related Acts requirements apply.

When Davis-Bacon applies, the district shall ensure that:

- 1 the applicable prevailing wage determination is included in the solicitation and contract;
- 2 the contract contains required Davis-Bacon and Copeland Anti-Kickback Act clauses;
- 3 award is conditioned upon acceptance of the applicable wage determination;
- 4 contractors and subcontractors pay covered laborers and mechanics not less than the required prevailing wages and fringe benefits;
- 5 certified payroll records are submitted and reviewed as required;
- 6 suspected or reported violations are documented and reported to the appropriate federal awarding agency or pass-through entity; and
- 7 payroll, wage-determination, and monitoring records are retained in the procurement file.

SUSPENSION AND DEBARMENT

Before awarding a federally funded contract when required by federal law or grant conditions, the district shall verify that the vendor, contractor, or subrecipient is not suspended, debarred, or otherwise excluded from participation in federal programs. Verification may include checking the federal System for Award Management or obtaining an appropriate certification from the vendor or contractor.

SMALL, MINORITY, WOMEN'S, VETERAN-OWNED, AND LABOR SURPLUS AREA FIRMS

When possible, the district shall ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered for federally funded procurement opportunities. Such consideration may include placing such businesses on solicitation lists, soliciting them when they are potential sources, dividing requirements when economically feasible, establishing delivery schedules that encourage participation, and requiring prime contractors to take similar steps when subcontracting opportunities exist.

DOMESTIC PREFERENCES AND RECOVERED MATERIALS

When applicable, federally funded procurement shall comply with federal domestic preference requirements and recovered-materials requirements. The Superintendent or designee shall ensure that bid specifications, requests for proposals, and contracts include such requirements when required by federal law, grant award terms, or 2 CFR Part 200.

BOARD APPROVAL

Nothing in this policy shall eliminate the requirement for School Board approval when approval is required by Louisiana law, School Board policy, grant terms, or administrative procedure. Federally funded procurement shall also remain subject to the district's regular purchasing, budgeting, public works, ethics, and contract-approval procedures.

TRAINING AND INTERNAL CONTROLS

The Superintendent or designee shall ensure that employees responsible for federal grant procurement, contract administration, invoice approval, project management, and grant documentation receive training on this policy and

related administrative procedures.

The Superintendent or designee shall periodically review federally funded procurement files to determine whether procurement procedures, documentation, contract provisions, allowability review, Davis-Bacon monitoring, and payment controls are being followed.

ADMINISTRATIVE PROCEDURES

The Superintendent or designee is authorized to develop forms, checklists, approval workflows, contract templates, and other procedures necessary to implement this policy. Such procedures shall include, at minimum:

- 1 federal procurement checklist;
- 2 conflict-of-interest disclosure form;
- 3 cost/price analysis form;
- 4 sole-source/noncompetitive procurement justification form;
- 5 suspension/debarment verification form;
- 6 Davis-Bacon applicability checklist;
- 7 certified payroll review process;
- 8 contract monitoring checklist; and
- 9 procurement closeout checklist.

New policy: _____

Ref: 2 CFR Part 200; 2 CFR §§200.317-200.327; 2 CFR Part 200 Appendix II; 40 U.S.C. §§3141-3148; 29 CFR Parts 3 and 5; La. Rev. Stat. Ann. §§38:2211 et seq.; La. Rev. Stat. Ann. §§39:1551 et seq.; Board minutes, _____.

City of Baker School System (CBSS)

Draft for review by Superintendent, Human Resources, Business Office, and Board Counsel before adoption

Coordinator of Data Systems, Technology Compliance & Asset Management

Position Summary

Position Title:	Federal Programs Compliance and Inventory Assistant
Department:	Federal Programs / Central Office
Reports To:	Federal Programs Director or Superintendent designee
Supervises:	No direct supervisory responsibilities
FLSA Status:	Non-exempt recommended; final classification to be confirmed by Human Resources and Board counsel
Work Year:	12-month classified position, or as established by the Board Salary
Pay Grade:	As established by the Board salary schedule
Funding Source:	Primary Purpose Federal Programs funds as allowable; local or other funds must be used for non-federal or general district technology duties if assigned

Primary Purpose

The Coordinator of Data Systems, Technology Compliance & Asset Management provides districtwide leadership in the areas of data governance, technology compliance, cybersecurity alignment, and fixed-asset management. This role ensures that all CBSS data systems, technology platforms, and federally purchased assets meet the requirements of Uniform Guidance (2 CFR 200), LDOE data governance standards, and state and federal audit expectations. The coordinator supports accurate reporting, secure technology operations, and compliant inventory practices that directly impact instructional quality, accountability, and district operations.

Essential Duties & Responsibilities

1. Data Systems Governance

- Oversees district data systems including SIS, EdLink, SER, eGMS reporting modules, and accountability data pipelines.
- Ensures data accuracy, integrity, and compliance with LDOE reporting timelines and validation rules.
- Conducts internal data audits to ensure alignment with state and federal requirements.
- Develops and maintains district data governance procedures and documentation.
- Supports school and district staff with data-driven decision-making tools.

2. Technology Compliance & Cybersecurity

- Ensures district technology practices comply with LDOE security standards, FERPA, data-privacy laws, and cybersecurity protocols.
- Oversees user access controls, data-sharing agreements, and system permissions.
- Coordinates technology lifecycle planning, device deployment, and system integration.

- Supports Title IV-A technology initiatives and digital learning infrastructure.
- Collaborates with staff to maintain secure and compliant systems.

3. Asset Management (Uniform Guidance–Aligned)

- Manages districtwide fixed-asset tracking in accordance with 2 CFR 200.313 and LDOE inventory requirements.
- Oversees tagging, tracking, reconciliation, and disposal of federally and state-funded equipment.
- Maintains audit-ready documentation for all assets purchased with Title I, Title II, Title IV-A, IDEA, and other federal funds.
- Coordinates with Finance, Special Education, Technology, and Federal Programs to ensure accurate asset records.
- Conducts annual physical inventory and ensures corrective actions are completed.

4. Compliance Related to Data, Technology & Assets

- Ensures compliance in areas tied to data accuracy, technology security, and fixed-asset management.
- Prepares documentation for LDOE monitoring related to data systems, technology controls, and asset management.
- Supports corrective actions related to data quality, cybersecurity safeguards, and inventory findings.
- Ensures district procedures align with Uniform Guidance, LDOE policy, and internal CBSS controls.

5. Cross-Department Collaboration

- Partners with Technology, Finance, Accountability, Special Education, and Federal Programs to ensure aligned data and asset practices.
- Provides training to school and district staff on data accuracy, cybersecurity, and asset procedures.
- Supports school leaders with data-driven reporting and compliance needs.

Minimum Qualifications

- High school diploma or equivalent required; associate degree, technical training, or comparable office experience preferred.
- Experience with inventory records, purchasing, bookkeeping, grants, school office operations, technology asset tracking, or compliance documentation preferred.
- Strong computer skills, including spreadsheets, shared drives, document scanning, email, web-based systems, and basic database or financial software entry.
- Ability to maintain accurate records, meet deadlines, organize large volumes of documentation, and follow detailed procedures.
- Ability to communicate professionally with district staff, school staff, parents, vendors, auditors, monitors, and state agency personnel.
- Ability to pass all background checks and employment requirements established by the district and state law.

Knowledge, Skills, and Abilities

- Knowledge of basic office practices, purchasing procedures, inventory control, and records management.
- Ability to use spreadsheets to sort, filter, reconcile, and track equipment, purchase orders, invoices, deadlines, and compliance evidence.

- Ability to learn federal-program requirements related to equipment-management procedures, and district technology / IT systems.
- Ability to maintain accurate asset records using serial numbers, barcodes, tags, location data, funding sources, condition notes, and disposition records.
- Ability to prioritize multiple deadlines, follow up on missing IT/ asset/ fixed inventory / website/ social media documentation, and maintain a high level of attention to detail.
- Ability to maintain confidentiality and handle sensitive program, student, personnel, and financial records appropriately.

Physical Requirements and Work Environment

- Frequent sitting, standing, walking, typing, filing, scanning, and use of office equipment.
 - May require lifting, carrying, moving, or inspecting boxes, laptops, tablets, devices, equipment, or records up to 30 pounds, with assistance when needed.
 - May require travel between district sites to verify inventory, collect documentation, or assist with federal program records.
 - Work is generally performed in an office or school setting with frequent interruptions and competing deadlines.
-

Performance Indicators

- Federal-program inventory records are complete, current, and reconciled to physical equipment checks.
- Purchase and monitoring IT/ Technology / Data management files containing required approvals, invoices, budget information, procurement evidence, receiving records, and inventory records when applicable.
- Required website postings and public notices are tracked, dated, documented, and available for review.
- Federal-program deadlines are tracked, and reminders are provided in advance.
- Documentation requests from auditors, monitors, the Business Office, and the Federal Programs Director are completed accurately and on time.
- The position supports federal-program compliance without being diverted into unsupported general district technology or clerical duties.

Funding Alignment (Braided Model)

This position may be supported through braided federal funding when duties align to allowable uses:

- **Title IV-A:** technology systems, cybersecurity, data infrastructure
- **IDEA 611/619:** SER reporting, SPED asset tracking
- **Title I:** data reporting, Title I asset management
- **Title II:** systems supporting educator effectiveness and PD data

FILE: G-11.____

Cf: G-11.1, G-11.2, G-11.4

ACADEMIC PROGRESS COMMUNICATION AND PARENT/GUARDIAN NOTIFICATION

The City of Baker School Board recognizes that timely, clear, and meaningful communication between school personnel, students, and parents/guardians is essential to student academic success. The School Board further recognizes that students benefit when they are active participants in understanding their academic progress, identifying barriers, and developing a plan to improve.

The School Board directs the Superintendent or designee to establish procedures to ensure that parents/guardians are notified in a timely manner when a student's academic performance indicates concern, including but not limited to failing grades, repeated missing assignments, a substantial decline in performance, or other academic concerns that may affect promotion, course credit, graduation progress, or successful completion of required coursework.

School personnel shall make reasonable efforts to maintain regular, meaningful, and two-way communication with parents/guardians regarding student academic progress. Such communication may include parent conferences, progress reports, electronic gradebook notices, phone calls, written notices, electronic messages, student academic accountability communications, or other methods approved by the Superintendent or designee.

When a student has a failing grade, repeated missing assignments, or another academic concern requiring intervention, the student may be required, under staff direction, to participate in an academic accountability communication. Such communication may require the student to identify the missing work or academic concern, explain the reason for the concern, and state the action steps and timeline the student will take to correct or improve the situation.

The student's teacher, counselor, dean of students, principal, or other appropriate school personnel may be included in such communication when the employee has a legitimate educational interest in supporting the student's academic progress. All communications involving student grades, assignments, academic performance, or personally identifiable student information shall comply with applicable federal and state student privacy laws and School Board policy.

STUDENTS AGE EIGHTEEN OR OLDER / ELIGIBLE STUDENTS

When a student reaches eighteen (18) years of age or otherwise becomes an eligible student under the Family Educational Rights and Privacy Act (FERPA), the rights afforded to parents under FERPA transfer to the student, except as otherwise permitted by law.

In order to support continued parent/guardian involvement in the student's academic progress, the Superintendent or designee shall establish procedures for requesting that such students complete a written consent form authorizing the district to continue communicating with the student's parent/guardian regarding academic progress, grades, missing assignments, attendance, graduation progress, discipline when applicable, and related educational matters.

The consent form shall be signed and dated by the eligible student and shall identify the records or information that may be disclosed, the purpose of the disclosure, and the parent(s), guardian(s), custodian(s), or other authorized person(s) to whom disclosure may be made. The form shall also state whether the consent remains in effect for the school year or until withdrawn in writing by the eligible student.

An eligible student may decline to sign the consent form or may revoke consent in writing at any time. No adverse academic or disciplinary consequence shall result solely from an eligible student's refusal or revocation of consent.

A student's refusal or failure to sign such consent shall not prevent school personnel from communicating directly with the student regarding academic performance, interventions, attendance, discipline, graduation requirements, or other educational matters. Nothing in this policy shall limit the district's ability to disclose information to parents/guardians or other appropriate parties when such disclosure is otherwise permitted by FERPA or applicable law.

The Superintendent or designee shall ensure that procedures involving eligible students are designed to protect student privacy while also encouraging continued family engagement and support.

IMPLEMENTATION PROCEDURES

The Superintendent or designee shall develop administrative procedures for implementing this policy, including procedures for:

1. notifying parents/guardians of failing grades, repeated missing assignments, substantial academic decline, or other academic concerns requiring intervention;
2. documenting parent/guardian communication and student academic accountability communications;
3. involving counselors, deans, administrators, or other support personnel when appropriate;
4. protecting student privacy and limiting access to school personnel with a legitimate educational interest;
5. requesting FERPA consent from students who are eighteen (18) years of age or older or otherwise become eligible students under FERPA;
6. maintaining signed consent forms in the student's educational record;
7. providing communication, to the extent practicable, in a format and language understandable to parents/guardians; and
8. aligning school-level procedures with the Student Handbook, grading procedures, pupil progression requirements, and applicable law.

Nothing in this policy shall prohibit a teacher, counselor, dean, principal, or other appropriate school employee from contacting a parent/guardian sooner or more frequently when student academic performance, attendance, behavior, or welfare warrants such communication, provided such communication is permitted by law.

New policy: _____

Ref:

20 U.S.C. 1232g; 34 C.F.R. Part 99; La. Rev. Stat. Ann. secs. 17:81, 17:221, 17:233; Board minutes,
_____.

STUDENT FEES, FINES AND CHARGES

The East Baton Rouge Parish School Board may impose certain student fees or charges to help offset costs associated with classes or class or school activities or enrollment. Students should not be denied or delayed admission nor denied access to any required instructional activity due to failure or inability of their parent or guardian to pay a fee. Report cards and other academic records cannot be withheld for failure to pay a fee, pursuant to La. Rev. Stat. Ann. §17:112(C).

The School Board shall publish the *Student Fees, Fines and Charges* policy and procedures on its website. Each school shall publish the policy on its website and include it in the school's student handbook which shall be provided to each student and his/her parent or legal guardian at the beginning of each school year in the manner determined by the School Board.

The *Student Fees, Fines and Charges* policy shall be reviewed annually and revised as necessary.

DEFINITIONS

Fees shall mean any monetary payment or supplies required as a condition of a student being enrolled in school or participating in any curricular or co-curricular activity. Fees shall not include supplies or monetary payment for extracurricular activities. Fees shall not mean the cost of school meals.

Curricular and co-curricular activities are activities that are relevant, supportive, that are an integral part of the program of studies in which the student is enrolled, and that are under the supervision and/or coordination of the school instructional staff.

Extracurricular activities are those activities which are not directly related to the program of studies, which are under the supervision and/or coordination of the school instructional staff, and which are considered valuable for the overall development of the student.

REGULATIONS

1. A school shall not charge or access a fee unless the fee has been set and included in the School Board's approved *Schedule of Fees*.
2. Fees charged for the same item or service shall be consistent among all schools under the jurisdiction of the School Board.
3. Failure by a student, or parent on behalf of their child, to pay any required fee shall not result in the withholding of a student's educational record.

SCHEDULE OF FEES

The Schedule of Fees for all school within East Baton Rouge Parish School System is found in Appendix A to this policy. A school shall not charge or assess a fee unless the fee has been set and included in said Schedule of Fees. This policy, including the Schedule of Fees (Appendix A), shall be reviewed and revised as necessary.

ECONOMIC HARDSHIP WAIVERS

A student or his/her parent or legal guardian may request and receive a waiver of payment of a fee due to economic hardship. Waivers of fees shall be granted based on objective criteria which shall include, but not be limited to the following, relative to the student or his/her family:

1. Is receiving unemployment benefits or public assistance including Temporary Assistance for Needy Families, Supplemental Nutrition Assistance Program, supplemental security income, or Medicaid.
2. Is in foster care or is caring for children in foster care.
3. Is homeless.
4. Is serving in, or within the previous year has served in, active military service.
5. Is eligible for free or reduced priced meals in schools not participating in the Community Eligibility Provision Program.
6. Is an emancipated minor.

Waiver Application Procedure

A written request for a waiver of fees shall be submitted to the principal of the school or his/her designee for consideration. Proof of eligibility shall be included with the fee waiver request. A written decision on the waiver request shall be rendered within five (5) school days of the date of receipt of the request. Should the initial request to the principal of the school for a waiver be denied, a written appeal may be made to the Superintendent or his/her designee, who shall respond to the appeal in writing within five (5) school days of the receipt of the appeal.

All requests for economic hardship waivers of student fees and any and all supporting documentation used in considering the validity of any request for a waiver shall be *confidential*.

All records associated with a fee waiver request due to economic hardship shall not constitute a *public record*, but may be audited to ensure compliance with the School Board's

policy. A student's *personally identifiable information* associated with such a waiver request shall **not** be made public.

SCHOOL SUPPLIES

School supplies requested by classroom teachers of a student's parent or legal guardian shall not exceed a published amount per student per school year as determined by the School Board. Each school principal shall approve all school supplies requested by classroom teachers. Prior to assessing a fee for school supplies or developing a school supply list, consideration shall be given to the existing school supply inventory. A student shall not be denied the opportunity to participate in a classroom activity due to his or her inability to provide requested supplies.

DAMAGE TO TEXTBOOKS/INSTRUCTIONAL MATERIALS

The School Board may require parents and/or legal guardians to compensate the school district for lost, destroyed, or unnecessarily damaged books and materials, and for any books which are not returned to the proper schools at the end of each school year or upon withdrawal of their dependent child. Under no circumstances may a student of school age be held financially responsible for fees associated with textbook replacement.

Compensation by parents or guardians may be in the form of monetary fees or community/school service activities, as determined by the School Board. In the case of monetary fees, fines shall be limited to no more than the replacement cost of the textbook or material, but may, at the discretion of the School Board, be adjusted according to the physical condition of the lost or destroyed textbook. A school system may waive or reduce the payment required if the student is from a family of low income and may provide for a method of payment other than lump-sum payment.

In lieu of monetary payments, both school systems and parents/guardians may elect to have students perform school/community service activities, provided that such are arranged so as not to conflict with school instructional time, are properly supervised by school staff, and are suitable to the age of the child.

Under no circumstances may a school or school district refuse the parent/guardian the right to inspect relevant grades or records pertaining to the child nor may the school or school district refuse to promptly transfer the records of any child withdrawing or transferring from the school, per requirements of the *Federal Family Educational Rights and Privacy Act*.

Under no circumstances may a school or school district deny a student promotional opportunities, as a result of failure to compensate the school district for lost or damaged textbooks. Students shall not be denied continual enrollment each grading period nor re-entry in succeeding school years as a result of lost or damaged books. However, in accordance with state law, students who are suspended for damage to property shall not

be admitted to school until the damage is paid in full.

Students shall not be denied the use of a textbook during school hours each day. The school system shall annually inform parents and/or legal guardians of the locally adopted procedures pursuant to state law and regulation, regarding reasonable and proper control of textbooks.

Revised: September 21, 2017

Revised: August, 2019

Ref: 20 USC 1232(g-i) (*Family Educational and Privacy Rights*); La. Rev. Stat. Ann. §§17:8, 17:81, 17:112, 17:177, 17:178; Board minutes, 9-21-17.

QUALIFICATIONS FOR SCHOOL BOARD MEMBERS

Persons eligible to serve as members of the City of Baker School Board shall have the following minimum qualifications:

1. A School Board member shall have attained the age of eighteen (18).
2. A School Board member shall be domiciled in the election district for the preceding year, except after a reapportionment.
3. A School Board member shall have resided in the state for the preceding two (2) years.
4. A School Board member shall possess a high school diploma or its equivalent, as determined by the Louisiana Department of Education.
5. A School Board member shall be able to read and write.
6. A School Board member shall not be serving on certain other boards specified in the Constitution of Louisiana's prohibition against dual office holding.
7. A School Board member shall have affirmed to the prescribed oath.

Should any member of the School Board move his/her domicile from the election district from which such member was elected, the seat held by said member shall be declared vacant, and such vacant seat shall be filled in accordance with applicable law of the State of Louisiana.

It is desirable that members of the School Board have a genuine interest in and devotion to public education; a willingness to give time and effort to the work; a capacity for understanding people; and the ability to work cooperatively with others.

Each School Board member should recognize that he/she is a public official charged with an important responsibility. In view of the fact that School Board members are elected to their position, each member has a responsibility to the voters who have elected him/her; however, representation should serve the best interest of the school system as a whole rather than that of a single district.

Revised: October 1, 2024

Ref: Constitution of Louisiana, Art. VIII, Sec. 8 (a); La. Rev. Stat. Ann. "17:52, 17.71.2, 17:71.3, 17:72, 42:141; Board minutes, 10-1-24.

SCHOOL BOARD MEMBER CONTINUING EDUCATION

SCHOOL BOARD MEMBER TRAINING

Each City of Baker School Board member shall be required to receive a minimum of six (6) hours of training and instruction annually. Training and instruction shall address such topics as the school laws of Louisiana, laws governing the powers, duties and responsibilities of school boards, the Open Meetings law, the public bid law, and in educational trends, research, and policy. Training and instruction shall also include education policy issues, including but not limited to, special education, the minimum foundation program and formula, leadership development, dropout prevention, school discipline, and harassment, intimidation, and bullying. In a school district with a school(s) identified as academically unacceptable or in need of academic assistance, at least two (2) of the required hours shall focus on the improvement of schools identified as failing schools.

Training and instruction may be received from a post-secondary education institution in Louisiana, from instruction sponsored by the Louisiana Department of Education, from an in-service training program conducted by a school board central office or the Louisiana School Boards Association (LSBA), provided that the instruction and method for demonstrating attendance has been pre-approved by the LSBA, or training and instruction received at any conference presented by the National School Boards Association or by the Council of the Great City Schools, provided that verification of attendance by the School Board members at any such training is obtained. Each School Board's member's attendance shall be reported by the instructor to the LSBA.

Distinguished School Board Member

A School Board member who has received a certificate of completion for a minimum of sixteen (16) hours of training and instruction during his/her first year of service on the School Board and has also received an annual certificate of completion of the required training for the subsequent three (3) consecutive years shall receive the designation of *Distinguished School Board Member*.

Verification and Disclosure of Training

The Superintendent shall be responsible for verifying that any of the training or instruction received by the School Board member meets statutory requirements. The provider of any School Board member training and instruction shall issue a certificate of completion annually to those members who complete the required instruction. A copy of the certificate shall be entered into the minutes of the School Board.

At least annually, the Superintendent shall transmit to the School Board's official journal a press release detailing the training and instruction received by each School Board

member, as well as information on each School Board member who has been designated a *Distinguished School Board Member*.

ETHICS EDUCATION AND TRAINING

Each School Board member is required to receive a minimum of one (1) hour of education and training on the Louisiana Code of Governmental Ethics during each year of his/her office. All newly elected School Board members shall receive the required one (1) hour of education training within the first ninety (90) days after taking the oath of office.

Campaign Finance Disclosure Training

In addition to ethics training, a School Board member shall be required to receive a minimum of one (1) hour of education and training on the Campaign Finance Disclosure Act during his/her term of office.

Revised: May 19, 2009

Revised: November, 2010

Revised: May, 2013

Revised: May 3, 2016

Revised: October 1, 2024

Ref: La. Rev. Stat. Ann. §§17:53, 42:1170; Board minutes, 5-19-09, 5-3-16, 10-1-24.

EMPLOYMENT OF SUPERINTENDENT

The City of Baker School Board shall employ the Superintendent pursuant to a written contract for a period not to exceed four (4) years, which period, however, may extend no longer than two (2) years after the expiration of the term of office of the members of the School Board electing the Superintendent. Such contract shall provide that the Superintendent is subject to a performance evaluation by the School Board in accordance with La. Rev. Stat. Ann. §17:54. Such contract shall ~~contain but need not be limited to also provide for~~ specific performance objectives/performance targets as required by La. Rev. Stat. Ann. §17:54. In case of a discrepancy between the contract and any policy, the contract provisions shall prevail.

The School Board shall submit a copy of its current employment contract with the Superintendent to the State Superintendent of Education.

The Superintendent may choose not to enter into a subsequent contract and may either terminate his/her employment or, if he/she has acquired permanent status as a teacher, resume employment as a teacher.

The Superintendent shall be retained during the term of a contract unless the Superintendent is found incompetent, unworthy, or inefficient or is found to have failed to fulfill the terms and performance objectives of his/her contract or to comply with School Board policy. However, before the Superintendent can be removed during the contract period, he/she shall have the right to written charges and a fair hearing before the School Board after reasonable written notice.

The School Board shall negotiate and offer the Superintendent a new contract at the expiration of each existing contract unless a *majority of the School Board membership* votes at least ninety (90) days prior to the termination of the existing contract against offering a new contract. For new or extended contracts entered into after July 1, 2012, the School Board shall notify the Superintendent of termination of his/her contract not less than thirty (30) days prior to contract termination.

If the Superintendent is found incompetent, unworthy, or inefficient or is found to have failed to fulfill the terms and performance objectives of his/her contract or to comply with School Board policy, then the Superintendent shall be removed from office prior to the expiration of his/her contract by the concurring vote of at least ***two-thirds (2/3) of the membership of the entire School Board*** at any regular or special meeting after due notice. Before the Superintendent can be removed during the contract period, he/she shall have the right to written charges and a fair hearing before the School Board after written notice.

A School Board may place a Superintendent on paid administrative leave prior to the expiration of his/her contract:

1. For the purpose of investigating cause for termination.

2. Without cause during the final three (3) months of the term of his/her contract when the School Board has voted not to extend a new contract offer.
3. At a time as agreed by the Superintendent.
4. At a time as provided for in his/her contract.

Paid administrative leave shall be subject to the following:

1. Approval of a *majority of the membership of the School Board*.
2. A three (3) month time limit within a six (6) month period.
3. All compensation afforded under the terms of the existing contract.

The School Board shall notify the State Superintendent of Education any time it terminates or fails to renew its employment contract with the Superintendent, along with the reasons therefor.

INTERIM SUPERINTENDENT

The School Board may, by a *majority vote of its membership*, select a person to serve as the interim Superintendent in the event of the death, resignation, or termination of the Superintendent or his/her being placed on paid administrative leave in accordance with this policy.

An interim Superintendent shall have the same authority as a Superintendent. If at any point in the final three (3) months of a Superintendent's contract he/she has been placed on notice that the School Board has voted not to offer him/her a new contract and an interim Superintendent has been selected in accordance with State law, the authority delegated to the Superintendent by the School Board for hiring and placement of all school personnel shall extend to the interim Superintendent without action of the School Board.

The election of an interim Superintendent is not subject to the School Board's policy applicable to the process of selection or employment of a Superintendent or to the requirement or content of a contract.

A School Board shall not employ an interim Superintendent for longer than six (6) months in any given twelve (12) month period unless the appointment is made during the final year of the term of the majority of members.

Revised: May 3, 2016
Revised: November 18, 2020

Revised: January 14, 2025

Ref: La. Rev. Stat. Ann. §17:54; Board minutes, 9-6-05, 5-3-16, 11-18-20, 1-14-25.

PERSONNEL RECORDS

The City of Baker School Board shall require the maintenance of a uniform system of personnel records for all employees. It shall be the responsibility of the Superintendent or designee to keep the records updated and complete in accordance with statutory provisions.

A personnel file shall be accurately maintained in the central administrative office for each present and former employee. These files shall contain applications for employment, references, and records relative to compensation, payroll deductions, evaluations, and such other matters as may be considered pertinent to the proper maintenance of all personnel records. It is the duty of the employee to furnish the personnel office with certificates, transcripts, statements of degrees, and other educational experience related documentation.

The Superintendent shall be designated as custodian of all personnel files and shall have the overall responsibility for maintaining and preserving the confidentiality of the files. The Superintendent may, however, designate another official to perform the duties of records management on the understanding that this official is to be held responsible for granting or denying access to records on the basis of these guidelines.

GENERAL ACCESS TO AN EMPLOYEE'S PERSONNEL FILE

Any school employee requesting to see his/her personnel file shall be given access to his/her entire personnel file, including but not limited to all documents placed in the employee's file on or before September 1, 1987. The contents of a school employee's personnel file shall not be divulged to third parties without the express written consent of the school employee, except when ordered by a court or by subpoena, or in accordance with this policy. No school system employee other than the personnel file custodian or the Superintendent for the system, or the designee of either, who shall be a school system employee, shall be allowed access to a school employee's personnel file without the school employee's expressed written consent, unless that employee is charged with the duty of supervising that particular school employee's performance. A School Board member or any other person authorized pursuant to this policy shall be permitted to examine any and all records of the school system, except school employee records relative to evaluations, observations, formal complaints, and grievances. However, in accordance with La. Rev. Stat. Ann. §17:81, the School Board, *upon a majority vote of the total School Board membership*, shall have the right to examine any and all records of the school system, including personnel records.

In case a personnel file should be accessed by the School Board or anyone else, the employee whose file was so accessed shall receive written notice of the fact and the name and title of the person who was permitted access. All persons permitted access shall maintain the confidentiality of those documents in the file that are not matters of public record.

If an employee wishes to review and/or obtain a copy of his/her personnel file, the employee must make a written request to the Superintendent or his/her designee not less than forty-eight (48) hours before the date the file will be reviewed.

REQUESTS FOR ACCESS AND INSPECTION

Additions to Personnel File

No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:

1. Each document concerning a school employee shall be placed in the employee's personnel file within a reasonable time and no document, except those resulting from routine recordkeeping, shall be placed in a school employee's personnel file by any school system employee, unless and until that school employee is presented with the original document and a copy thereof prior to its filing.
2. Upon receipt of the original document and copy of the same, the school employee shall sign the original document as an acknowledgement of the receipt of the copy of the document. Such signature shall not be construed as an agreement to the contents of the document.

Rebuttal and Response

Each school employee shall be given the opportunity to rebut and to respond to a document placed in his/her personnel file including but not limited to any document placed in such file on or before September 1, 1987.

1. The rebuttal and response must be in written form and once filed shall be attached to the document to which the response and rebuttal applies, and thus become a permanent part of the school employee's personnel file as long as the document remains a part of the personnel file.
2. No document or copy thereof, to which a response and rebuttal has been filed, shall be used for any purpose whatsoever unless the rebuttal and response or copy thereof is attached to the document or copy sought to be used.
3. A school employee shall have the right to receive proof of any allegations and statements contained in a document placed in his/her file that the school employee believes to be inaccurate, invalid, or misrepresented. If such proof is not presented, the document containing the allegations and statement shall be removed from the school employee's personnel file and destroyed.

If, at any time, the Superintendent takes any personnel action against an employee based upon any document that was placed in the employee's file on or before September 1, 1987, the employee shall be given the opportunity to rebut and respond to such

document.

Procedure for Filing of Rebuttal and Response

1. Any rebuttal and response to a document placed in a school employee's personnel file shall be filed by the employee within fifteen (15) school days from the date on which the school employee signs the document acknowledging its receipt.
2. The school employee may be granted an additional ten (10) school days for the filing of the rebuttal and response, provided the school employee requests such an extension in writing addressed to the personnel file custodian within the original fifteen-day period. The personnel file custodian's consent to the ten-day extension of time shall not be unreasonably withheld.
3. The rebuttal and response shall be deemed filed by the delivery of the original and one copy of the rebuttal and response to the personnel file custodian. The personnel file custodian shall then sign and date the original rebuttal and response and file the same into the school employee's personnel file. The personnel file custodian shall also sign and date a copy of the rebuttal and response and return the same to the school employee.

CONFIDENTIAL INFORMATION

Certain items in the personnel records of School Board employees shall be confidential, including:

1. The home and personal wireless telephone number of the employee.
2. The home address of the employee.
3. The personal email address of the employee.
4. The social security number and financial institution direct deposit information as contained in the personnel records of an employee of the School Board. However, when the employee's social security number or financial institution direct deposit information is required to be disclosed pursuant to any other provision of law, including such purposes as child support enforcement, health insurance, retirement reporting, or to officials or employees of the school, School Board, Louisiana Department of Education, or Board of Elementary and Secondary Education (BESE), in the performance of duties or responsibilities of the official or employee, the social security number or financial institution direct deposit information of the employee shall be disclosed pursuant to such provision of law.
5. The name and account number of any financial institution to which the public employee's wages or salary is directly deposited by an electronic direct deposit payroll system or other direct deposit system.

The above information shall not be divulged to third parties.

HEALTH AND MEDICAL RECORDS

An employee's health and medical records are deemed confidential and shall be maintained in a separate file apart from the employee's general personnel file. Such records will include:

1. Medical/health records, claim forms, life insurance application, requests for payment of benefits and all other health records of an employee and his/her dependents enrolled in the City of Baker School Board adopted insurance plan.
2. All medical records of an employee, all records of payment of compensation to an employee or his/her dependent and other records which would ascertain the identity of the injured employee or his/her dependent in a Worker's Compensation action.
3. Medical information obtained as a result of an employee's request for a reasonable work accommodation due to a disability.

There may be instances where an employee's medical information will need to be made available to certain supervisory personnel, such as where a request for a reasonable accommodation has been granted, to inform a supervisor of necessary work duties or restrictions due to an on-the-job injury, emergency treatment required by the employee, or if specific procedures are needed to aid the employee in case of fire or other evacuations. Supervisors, however, shall not have unlimited access to an employee's medical file or to information about an employee's medical condition which is unnecessary to the performance of the employee's job.

Medical information may also be made available to third parties as required by law or business necessity. For example, the School Board may be required to release such information to government officials investigating the School Board's compliance with the *Americans with Disabilities Act*, to state worker's compensation offices in accordance with Louisiana worker's compensation laws, or to insurance companies where the insurer requires a medical examination before providing health or life insurance to employees.

RELEASE OF PERSONNEL RECORDS PERMITTED

There are conditions under which personnel records of employees may be released. These conditions are:

1. Personnel records may be released to persons other than the affected employee with the written consent of the employee or as required by law or the courts.
2. Information relating to dependents and beneficiaries of deceased employees. Requests for such information may be required to be in writing.

3. In all cases, an employee shall have unlimited access to any and all information contained in or pertaining to his/her own health record.

DEFINITIONS

Document means any written or otherwise tangible material intended to be or actually used as a part of or any evidence of the work history of any employee including but not limited to any and all reports, comments, reprimands, correspondence, memoranda, evaluations, observations, and grievances relative to a particular employee.

Personnel file means those file(s) which contain the cumulative collection of any and all documents maintained by the school system with respect to each individual employee.

Personnel file custodians (file custodians) means those persons employed by the school system charged with the duty of maintaining and preserving the personnel files.

Third party means any person or entity not regularly employed, or employed under a contract by the school system in which the employee is employed.

Revised: October, 2001

Revised: November, 2003

Revised: January 9, 2007

Revised: May 3, 2016

Revised: January 14, 2025

Ref: 5 USCA §552 (*Privacy Act of 1974*); La. Rev. Stat. Ann. §§17:81, 17:440, 17:1231, 17:1232, 17:1233, 17:1234, 17:1235, 17:1236, 17:1237, 17:1238, 23:1127, 23:1131, 23:1293, 44:1, 44:2, 44.4, 44:11, 44:12; Board minutes, 1-9-07, 5-3-16, 1-14-25.

COMPENSATION

SALARY SCHEDULES

Upon the recommendation of the Superintendent, the City of Baker School Board shall establish salary schedules that shall be used to determine the salaries to be paid to teachers and all other school employees. Salaries of all teachers shall be set by the Superintendent. The salaries of all personnel are generally based upon an established salary schedule; provided, however, that salaries may be stated in and controlled by an employment contract. The Administrative Procedures have been set forth to establish initial placement on the *Single Lane Salary Schedule*.

Salary schedules shall be established and published not later than June thirtieth annually and shall apply during the school year that begins that year. The salaries as provided in any salary schedule shall be considered as compensation for the work performed by each employee within his/her duties and responsibilities which include only those specifically identified and described in the employee's job description.

Additional compensation shall be provided as follows:

1. In addition to all other compensation to which a teacher is entitled, the School Board shall compensate any teacher who is not afforded the minimum uninterrupted planning time required by La. Rev. Stat. Ann. §17:434(A) at the effective hourly rate of that teacher for each hour of planning time. A teacher's effective hourly rate shall be calculated by converting the teacher's annual salary on the teacher's salary schedule into an hourly rate of pay.
2. The School Board shall adopt a uniform supplemental salary schedule that addresses compensation for duties performed by certified employees beyond the scope of their prescribed duties and responsibilities, in accordance with requirements of La. Rev. Stat. Ann. §17:418 (A).

Salary schedules established for teachers, administrators, and other certified school personnel shall be based upon the following criteria, with no one criterion accounting for more than fifty percent (50%) of the formula used to compute such employees' salaries:

1. Effectiveness, as determined by the performance evaluation program as provided in La. Rev. Stat. Ann. §§17:3881 through 3905.
2. Demand, inclusive of area of certification, particular school need, geographic area, and subject area, which may include advanced degree levels.
3. Experience.

No teacher or administrator who is rated *ineffective* pursuant to the Board's performance evaluation program shall receive a higher salary in the year following the evaluation than the teacher/administrator received in the year of the evaluation.

The amount of the annual salary paid to any employee in any school year shall not be reduced below the amount of such salary paid during the previous school year, nor shall the amount of the annual salary paid to any employee be reduced at any time during an academic year. The limitations on the reduction in the amount of the annual salary paid to any employee shall not be applicable to:

1. The correction of any accounting errors or to a reduction necessitated by the elimination of a state program or state funding;
3. The reduction of any local salary supplement funded, in whole or in part, from a revenue source requiring voter approval, when such voter approval has not been obtained;
- 4.
3. An employee who has been promoted and subsequently demoted to a lower position. In this case, the employee's salary shall return to the salary previously received in the lower position from which promoted; or
4. The elimination, discontinuance, or reorganization of the position to which the employee is assigned that results in the employee working fewer hours, days, or months. In such case, the employee's salary for that academic year shall not be reduced. After that year, the employee's salary shall be determined in accordance with the applicable salary schedule for the employee's position.

Ordinarily, no teacher shall be placed on the payroll of the school district unless the teacher holds a valid certificate as required by law, and a copy of the teacher's contract has been filed with the Superintendent. Exceptions may be made only when qualified teachers with valid certification are not available for employment.

Experience Credit

A *year of teaching experience* is defined as each scholastic year of employment as a certified teacher in public schools within any of the fifty states of the United States of America, or within any of its territorial possessions; or as a teacher in a private or parochial school, as an employee in a state department of education, or as an instructor in an institution of higher learning. All such experience must have been as a teacher in an institution or school accredited by one of the recognized regional accrediting agencies in the United States of America (e.g., SACS). Experience outside the United States of America, its territories or possessions must be in an institution or school accredited by an accrediting agency recognized by the United States of America.

A year of teaching experience shall be granted if the person was employed for at least

ninety-one (91) instructional days during one scholastic year, excluding holidays, as verified by the Superintendent. However, not more than one (1) year of experience shall be granted for a period inclusive of twelve (12) consecutive calendar months. All experience must have been on a full-time basis.

Any teacher holding a valid Louisiana teaching certificate in the public school system of Louisiana who has transferred to Louisiana from a public school system of another state and who, at the time of such transfer, held a valid teacher's certificate from that state, shall be given full credit under the salary schedule for the years of satisfactory teaching service previously rendered in the public school system of that state. Credit for previous teaching experience shall also be granted to anyone employed who holds a valid Louisiana teaching certificate and is employed or has been employed by another public school system in the state.

Advanced Degree

When a teacher earns additional college credit, is awarded an advanced degree, or receives additional training that would result in an increase in salary, said teacher shall be paid for the advanced degree or training beginning with the next school semester after all necessary documentation has been received from the Louisiana Department of Education. It shall be the responsibility of the employee to assure proper notification is given to the Superintendent or his/her designee. The increase in salary shall be prorated based on the number of contract days left in the fiscal year based upon the date of the advanced degree placed by the Louisiana Department of Education of the higher degree on the educator's licensure. Any advanced degree obtained between one school year and another school year shall take effect during the upcoming school year.

Retirees

The salary of any retiree who is reemployed as a full-time teacher shall be based on the salary schedule which accounts for all prior years of teaching service and pertinent experience. The status of any retiree who is reemployed shall be the same as a full-time active employee, subject to all applicable rules, procedures, policies, and statutes that apply to all such full-time active employees.

The retirement of an employee prior to his/her re-employment as a retiree shall constitute a break in his/her service with the School Board for purposes of tenure and sabbatical leave. The retiree shall not be allowed to carry forward annual leave days accumulated by him/her as of the date of his/her retirement, but he/she may carry forward accumulated sick leave days provided that he/she has returned to employment within five (5) years of his/her last employment as a teacher within the school system. A retiree shall have the right to earn additional sick leave and annual leave, if applicable, on the same basis as other similarly situated newly hired employees while a retiree.

School Employees

Compensation for all school employees shall be based on applicable salary schedules or hourly rates established by the City of Baker School Board, with the exception that no employee shall receive less than the minimum established by state or federal law.

For the purposes of determination of initial salaries of new school employees, the City of Baker School System shall have the flexibility to use up to fifty percent (50%) of the total number of years of comparable and/or related service/experience in a private setting/agency; however, all verifiable public school full-time experience will be given.

For the purpose of this subsection, *school employee* shall mean any employee of the School Board who is not required to hold a teacher's certificate as a condition of employment, including, but not limited to, bus operator, food service worker, paraeducator, custodian, and maintenance personnel.

Revised: October, 2001

Combined with F-10.1: September, 2006

Revised: June, 2012

Revised: May 3, 2016

Revised: July 25, 2018

Revised: July 11, 2023

Revised: October 1, 2024

Ref: 29 USC 201 et seq. (*Fair Labor Standards Act of 1938, as amended*); La. Rev. Stat. Ann. §§11:710, 17:81; 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:418, 17:419.2, 17:421.4, 17:422.6, 17:496, 17:496.1, 17:497, 17:497.1, 17:498; Wright v. Caldwell Parish School Board, 30.448 (La. App. 2 Cir. 6/16/99); Garcia v. San Antonio Metropolitan Transit Authority et al., 105 S. Ct. 1005 (February 1985); Harrah Independent School District v. Martin, 99 S. Ct. 1062 (1979); Board minutes, 3-8-00, 5-3-16, 7-25-18, 7-11-23, 10-1-24.

SICK LEAVE BANK

The City of Baker School Board recognizes that major illnesses and catastrophic injuries may warrant the need for additional sick leave by an employee. The School Board shall create and maintain a *Sick Leave Bank* which provides an opportunity for employees to donate sick leave days, which in turn may be used by employees in emergency situations when their own sick leave days have been exhausted.

Donations of sick leave days may be made to the Sick Leave Bank or directly to individual employees. Three (3) separate accounts shall be established within the Sick Leave Bank: one for teachers, one for bus operators, and one for school employees. Donations to the Sick Leave Bank shall be credited to the appropriate account depending on the classification of the donor. Donations made directly to individuals shall only be allowed within the appropriate classification. All donations shall be made by notarized *Acts of Donation*, and shall be made in accordance with other provisions of this policy. Once executed, any donation made shall be *irrevocable*.

Receipt of sick leave days from the Sick Leave Bank shall be based on a written application submitted by an employee to the Superintendent and/or his/her designee. Assessment and any decisions regarding the granting of days from the Sick Leave Bank shall be the responsibility of the Superintendent. His/her decisions shall be *final*, and such decisions shall not be subject to review by the School Board or subject to the School Board's grievance procedures.

ADMINISTRATION OF SICK LEAVE BANK

Applications for receipt of donated sick leave days from the Sick Leave Bank shall be in writing and include a statement from a licensed physician certifying a *medical necessity* for the employee to be absent from work. The application shall be submitted at least twenty (20) work days prior to the anticipated beginning date of leave. In cases of extenuating circumstances, the Superintendent may waive or alter the application deadline. Upon review of the applications, if questions about the validity or accuracy of the certification arise, the Superintendent may require additional medical certification as outlined under *Extended Sick Leave* in policy *GBRIB, Sick Leave*.

Medical necessity shall be the result of a catastrophic illness or injury, which means a life-threatening, chronic, or incapacitating condition of the employee or a member of his/her immediate family. *Immediate family member* shall mean a spouse, parent, or child of the employee.

All records generated in the administration of the Sick Leave Bank and direct donations to individual employees, as well as the confidentiality of applicable records, shall be properly maintained by the Superintendent and staff in accordance with statutory

provisions.

Donor Eligibility

1. Employees who wish to donate accrued sick leave days shall have been actively employed by the School Board for a period of thirty-six (36) consecutive months as of the date of the intended donation.
2. Only employees with a balance of more than fifty (50) sick leave days as of the date of the intended donation shall be permitted to donate to the Sick Leave Bank. No donation shall be permitted which causes the donor's sick leave balance to fall below fifty (50) days. A maximum of ten (10) days may be donated in a fiscal year. An individual may make only one (1) donation in a fiscal year.
3. Employees wishing to donate sick leave shall complete the appropriate *Act of Donation Form*. The donation shall irrevocably relinquish all future claims and rights to such donated sick leave. The days donated shall be permanently deducted from the total number of accumulated sick leave days the employee has on the date the donation is approved.
4. All donations shall be strictly voluntary.
5. No transfer shall become valid until all forms, verifications and signatures have been completed and signed by the Superintendent.
6. All donations shall be in units of whole days.
7. An employee may donate sick leave directly to another employee in an amount not to exceed one-half of the donating employee's accumulated leave as calculated at the beginning of the school year.

Recipient Eligibility

1. Recipients shall be actively employed by the School Board at the time that medical necessity is determined.
2. Recipients shall have been employed by the School Board for at least thirty-six (36) consecutive months as of the date of the intended usage.
3. Employees who are recipients shall have exhausted all current and accumulated sick leave and have used all days of extended sick leave and any other applicable leave to which the employee may be entitled. In addition, those employees who receive annual leave shall have exhausted all annual leave time before becoming eligible to receive sick leave days from the Sick Leave Bank.

4. The maximum number of sick leave days that may be granted to a recipient at one time shall be twenty (20) work days.
5. Of those days granted, any remaining unused at the end of the fiscal year shall be returned to the Sick Leave Bank.
6. A separate application shall be submitted for each occasion that an employee may request receipt of sick leave days from the Sick Leave Bank. Each application shall include necessary documentation attesting to medical necessity. The physician's certification must address circumstances relative to each separate request. The separate application requirement may be waived by the Superintendent as circumstances may warrant.
7. Donated sick leave shall not be used on an intermittent daily basis.

Miscellaneous Provisions

1. The Superintendent shall be authorized to make determinations and clarifications of these provisions. All determinations and clarifications made by the Superintendent shall be **final**.
2. All transactions shall become part of the permanent personnel files of the employees. *Act of Donation Forms* shall be placed in donor personnel files depicting the actual number of days deducted from accrued sick leave days on file after the donation is made.
3. The number of days withdrawn from the Sick Leave Bank shall not exceed the number of days available within the appropriate account of the Bank.
4. At least ninety percent (90%) of the leave balance shall be retained in each account of the bank from one school year to the next.

New policy: May 3, 2016
Revised: October 1, 2024

Ref: La. Rev. Stat. Ann. §§17:81, 17:500.2, 17:1202, 17:1205, 17:1206.2; La. Civil Code, Art. 1541, 1542, 1833; Board minutes, 5-3-16, 10-1-24.

SICK LEAVE

The City of Baker School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies or special circumstances without loss of pay. Sick leave shall be granted according to the following:

Nine and ten month employees	10 days per year
Eleven month employees	11 days per year
Twelve month employees	12 days per year

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a *teacher* employed by the School Board shall not be allowed any sick leave until he or she reports for duty and actually performs work.

The minimum of ten (10) days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed, and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only *three days* of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

TERMINOLOGY

Statutes governing sick leave for School Board personnel include differing provisions for different categories of employees. For purposes of this policy, the following terminology shall apply:

- A *teacher* shall mean any employee who holds a valid teaching certificate or whose employment requires the holding of a teaching certificate, or any social worker, school counselor, or school psychologist who holds, as applicable, a valid professional ancillary certificate.
- A *bus operator* shall mean any employee who is employed as a school bus operator.
- A *school employee* shall mean an employee who is not a teacher or a school bus operator.
- The use of the term *employee* shall include all three (3) categories of personnel.

CERTIFICATION OF ABSENCE

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a clinician certifying such illness. *Clinician* means a physician, physician assistant providing healthcare services in accordance with Louisiana law, or an advanced practice registered nurse providing healthcare services in accordance with Louisiana law. In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a clinician specified by the Superintendent or School Board, in order to verify the existence of a medical necessity.

Excuses for employee absences due to illness or injury must be provided on clinician's letterhead containing the clinician's name, address, and telephone number, typed, printed, or as part of the letterhead. The clinician's typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the illness or injury, date of the illness or injury, and the anticipated return-to-work date.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

SICK LEAVE FOR EMERGENCIES

Emergencies for sick leave purposes shall be defined by the School Board as:

1. Illness or death within the immediate family - husband, wife, children and their spouses, parents, brothers and sisters and their spouses; spouse's parents, brothers and sisters and their spouses; grandparents and grandchildren (including step-relations);
2. Weather conditions - hurricane, tornado, snowstorm, flood, accident, when approved by the Superintendent or designee;
3. Court summons; or
4. Other unusual circumstances as approved by the Superintendent or designee.

EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the

extended sick leave is set to begin. All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

Unused days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

Definitions

Child means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing in *loco parentis* to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

Immediate family member shall mean a spouse, parent, or child of the employee.

Infant means a child under one year of age.

Medical necessity shall be the result of a catastrophic illness or injury, a life-threatening, chronic, or incapacitating condition, as certified by a clinician, of the employee or a member of his/her immediate family.

Parent means the biological parent of an employee or an individual who stood in *loco parentis* to the employee.

Extended Sick Leave for Maternity or Adoptive Purposes

Each employee granted maternity or adoptive leave in accordance with state law and who has no remaining sick leave balance available may be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal illness relating to pregnancy, illness of an infant, or for required medical visits certified by a clinician as relating to infant or maternal health, prior to extended sick leave being taken.

Gainful Employment Permitted

An employee may undertake additional gainful employment while on extended sick leave, provided **all** of the following conditions are met:

1. The employee can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the employee has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
2. The clinician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the employee to return to the School Board all compensation paid during any week of extended sick leave in which the employee worked more than twenty (20) hours and to reimburse the School Board all related employment costs attributable to such period as calculated by the School Board, without any restoration of leave days.

Application Process

On every occasion that an employee uses extended sick leave, a statement from a clinician certifying that it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health, or that it is a medical necessity, shall be presented prior to extended sick leave being taken.

The required clinician's statement may be presented along with the request for extended sick leave subsequent to the employee's return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation are presented within three (3) days after the employee returns to service. However, the School Board or Superintendent reserves the right to question the validity of the medical certification after the three (3) day period.

If the period an employee is on extended sick leave is anticipated to carry over from one school year to the start of the next school year, another application and clinician's statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. A *teacher* shall be required to provide a certificate

from a physician certifying the disability. A *bus operator* or *school employee* shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

Disability, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any employee is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

Any *teacher* who is disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while disabled as a result of rendering such assistance. Any *school employee*, but not a *bus operator*, disabled, as defined in La. Rev. Stat. Ann. §17:1200(C), in a similar manner shall receive up to one (1) year of such sick leave. The *teacher* or *school employee* shall be required to present a certificate from a physician certifying the disability. The School Board may extend the period of sick leave beyond the allowable period at its discretion.

The School Board shall not reduce the pay or accrued sick leave of any *teacher* or *school employee* who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student.

If the *teacher's* or *school employee's* physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the *teacher's* or *school employee's* leave shall be granted or continued as provided by statute.

VALIDITY OF CLINICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the clinician's physician's certification for any type of sick leave request made by a *teacher*, or for extended leave or leave requested as a result of physical assault or battery made by a *bus operator* or *school employee*, the School Board may require the employee to be examined by a clinician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the clinician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a clinician selected by the School Board or Superintendent. If the clinician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected clinician disagrees with the original medical certification from the clinician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a *third* clinician, whose name appears next in the rotation of clinicians on a list established by the local medical society and maintained by the School Board or Superintendent. The final determination of medical necessity or certification of a disability shall be based on the opinion of the third clinician.
3. In the determination of the validity of a clinician's certification, the opinion of *all* clinicians consulted shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a clinician shall be confidential and shall not be subject to the public records law.

The School Board shall pay all costs of any examinations and tests determined to be necessary.

SICK LEAVE/WORKERS' COMPENSATION

Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the *teacher* shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the *teacher's* option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the *teacher* was receiving at the time of injury or disability. The *teacher* shall be required to present a certificate from a physician certifying such injury or incapacitation.

VESTING OF SICK LEAVE

All sick leave accumulated by a *teacher* or *school employee*, but *not a bus operator*, shall be vested in the *teacher* or *school employee* by whom such leave has been accumulated. In the event of the transfer of a *teacher* or *school employee* from one school system to another in Louisiana, or upon the return of such *teacher* or *school employee* to the same school system within five (5) years or such longer period that may be approved by the School Board to which the *teacher* or *school employee* returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the *teacher* or *school employee*, such vested leave which remains unused or for which the *teacher* or *school employee* has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to, or continued by the School Board and shall be retained to the credit of *teacher* or *school employee*.

PAYMENT UPON RETIREMENT OR DEATH

Upon the retirement of any employee, or upon the employee entering DROP, or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the City of Baker School Board who participates in the *Deferred Retirement Option Program* (DROP) shall be eligible for and may elect to receive on a one-time basis severance pay (accrued sick leave up to a maximum of twenty-five (25) days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

Revised: August, 2001
Revised: January 21, 2003
Revised: September, 2004
Revised: February 3, 2009
Revised: July, 2012
Revised: May 3, 2016

Revised: July 25, 2018
Revised: March 3, 2020
Revised: May 4, 2021
Revised: February 1, 2022
Revised: December 6, 2022
Revised: October 1, 2024

Ref: La. Rev. Stat. Ann. §§14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 1-21-03, 2-3-09, 5-3-16, 7-25-18, 3-3-20, 5-4-21, 2-1-22, 12-6-22, 10-1-24.

USE OF PRONOUNS AND GIVEN NAMES

An employee of the City of Baker School Board shall not be required to address a student by a name other than the student's legal name, or a derivative thereof, and the employee shall not be required to use a pronoun that is inconsistent with the student's sex.

An employee shall not be subject to adverse employment action for declining or refusing to do any of the following:

- Address a person using a name other than the person's legal name, or a derivative thereof, or by a pronoun that is inconsistent with the person's sex.
- Identify his/her own pronouns, in violation of La. Rev. Stat. Ann. §17:2122.

A student shall not be subject to disciplinary action for declining or refusing to do any of the following:

- Address a person using a name other than the person's legal name, or a derivative thereof, or by a pronoun that is inconsistent with the person's sex.
- Identify his/her own pronouns, in violation of La. Rev. Stat. Ann. §17:2122.

If a school employee refers to a minor student by a pronoun that is inconsistent with the student's sex or refers to the student by a name other than the student's legal name, or a derivative thereof, the parent may seek corrective action by the school principal so that the student will be addressed according to the student's sex, as defined below.

If the school principal intentionally refuses to implement corrective action, or, if after the school principal implements corrective action, an employee intentionally refuses to honor the corrective action, then the parent shall have remedies as follow:

- An employee, parent of a minor student, or a student who has reached the age of majority aggrieved by an intentional violation of La. Rev. Stat. Ann. §17:2122 by a public school shall have a private cause of action for injunctive relief, monetary damages, reasonable attorney fees and costs, and any other appropriate relief.
- All civil actions brought pursuant to La. Rev. Stat. Ann. §17:2122 shall be initiated within two years of the violation occurring.

This policy shall not be construed to permit employees to disclose student information as prohibited under the Federal Education Records Privacy Act (FERPA), 20 U.S.C.A. §1232(g).

DEFINITIONS

As used herein, the following terms have the following meanings:

Employee means any individual working in any capacity at a public school including but not limited to teacher s and other school employees, school bus operators, extracurricular personnel, and independent contractors.

Legal name means a person's name as may be evidenced on his/her original birth certificate issued at or near the time of birth.

Parent means a student's parent or legal guardian.

Sex means a person's immutable biological sex, either female or male, as may be evidenced on his original birth certificate issued at or near the time of birth.

Female means an individual whose biological reproductive system is developed to produce ova and who has, had, will have, or would have, but for a developmental or genetic anomaly or historical accident, the reproductive system that at some point produces, transports, and utilizes eggs for fertilization.

Male means an individual whose biological reproductive system is developed to fertilize the ova of a female who has had, will have, or would have, but for a developmental or genetic anomaly or historical accident, the reproductive system that at some point produces, transports, and utilizes sperm for fertilization.

Student means a person enrolled at a public school on a full-time or part-time basis.

New policy: January 14, 2025

Ref: La. Rev. Stat. Ann. '17:2122. Board minutes, 1-14-25.

EDUCATION OF STUDENTS WITH EXCEPTIONALITIES

The City of Baker School Board shall make available a free appropriate public education in the least restrictive educational environment to each student with an exceptionality, ages three through twenty-one, who is a resident of the geographical boundaries of the school district. Special education and related services may be provided by the School Board to eligible children with exceptionalities under three years of age. Generally, identified children shall be screened and evaluated to determine eligibility to receive special education and related services. If it is determined through the evaluation process that a child has a disability and, by reason thereof, needs special education and related services, then the child is classified in accordance with Louisiana's Pupil Appraisal Handbook, Bulletin 1508, and becomes eligible to receive special education services. All special education services shall be provided to eligible students with exceptionalities in accordance with the regulations outlined in Regulations for the Implementation of the Exceptional Children's Act, Bulletin 1706 and all other applicable federal and state regulations.

The School Board shall establish and maintain policies and procedures in accordance with federal and state laws and regulations to ensure that students with exceptionalities and their parents are provided the necessary procedural safeguards with respect to the provision of free appropriate public education by the School Board.

NOTIFICATION OF INDIVIDUAL RIGHTS

Each school shall provide parents, legal guardians, or tutors of students with exceptionalities written information regarding legal procedures affecting the transfer of individual rights from parent, legal guardian, or tutor to child when the child attains the age of majority, including but not limited to supported decision making, power of attorney, continuing or permanent tutorship, and limited and full interdiction. The document shall inform parents, legal guardians, or tutors and how each option relates to such transfer of rights.

At the child's first Individualized Education Program (IEP) meeting of the school year, the document shall be provided to a parent, legal guardian, or tutor of each child who is fourteen, fifteen, sixteen, or seventeen years old who participates in alternate assessment pursuant to La. Rev. Stat. Ann. §17:24.4(F)(3) or an alternate pathway to promotion pursuant to La. Rev. Stat. Ann. §17:24.4(H). Parents, legal guardians, or tutors shall be provided a form by which to confirm receipt of the information.

SECLUSION AND RESTRAINT

The School Board recognizes that, in order for students to receive a free appropriate public education, a safe learning environment needs to be provided. In doing so, the School Board also recognizes that there are circumstances in school under which

reasonable and appropriate measures and techniques will need to be employed in dealing with students with exceptionalities who pose an imminent risk of harm to self or others.

The School Board fully supports the use of positive behavior interventions and support when addressing student behavior. The School Board reserves its right, however, to use physical restraint and/or seclusion consistent with state law to address the behavior of a student with an exceptionality when school personnel reasonably believe the behavior poses an imminent risk of harm to the student or others. The School Board shall not preclude the use of physical restraint and/or seclusion performed consistent with the requirements of a student's *Individualized Education Program* (IEP) or behavior intervention/management plan.

The provisions regarding seclusion and restraint shall not be applicable to a student who has been deemed to be gifted or talented under Bulletin 1508, unless the student has been identified as also having a disability under Bulletin 1508.

Definitions

Imminent risk of harm shall mean an immediate and impending threat of a person causing substantial physical injury to self or others.

Seclusion shall mean a procedure that isolates and confines a student in a separate room or area until he or she is no longer an immediate danger to self or others.

Seclusion room means a room or other confined area, used on an individual basis, in which a student is removed from the regular classroom setting for a limited time to allow the student the opportunity to regain control in a private setting and from which the student is involuntarily prevented from leaving.

Mechanical restraint means the application of any device or object used to limit a person's movement. Mechanical restraint does *not* include: (1) A protective or stabilizing device used in strict accordance with the manufacturer's instructions for proper use and which is used in compliance with orders issued by an appropriately licensed health care provider; and (2) Any device used by a duly licensed law enforcement officer in the execution of his/her official duties.

Physical restraint means bodily force used to limit a person's movement. Physical restraint does *not* include: (1) Consensual, solicited, or unintentional contact; (2) Momentary blocking of a student's action if the student's action is likely to result in harm to the student or other person; (3) Holding of a student, by one school employee, for the purpose of calming or comforting the student, provided the student's freedom of movement or normal access to his or her body is not restricted; (4) Minimal physical contact for the purpose of safely escorting a student from one area to another; (5) Minimal physical contact for the purpose of assisting the student in completing a task or response.

Positive behavior interventions and support means a systematic approach to embed

evidence-based practices and data-driven decision making when addressing student behavior in order to improve school climate and culture.

School employee means a teacher, paraprofessional, administrator, support staff member, or a provider of related services.

Documentation and Notification

The parent or other legal guardian of a student who has been placed in seclusion or physically restrained shall be notified as soon as possible. The student's parent or other legal guardian shall also be notified in writing, within twenty-four (24) hours, of each incident of seclusion or physical restraint. Such notice shall include the reason for such seclusion or physical restraint, the procedures used, the length of time of the student's seclusion or physical restraint, and the names and titles of any school employee involved.

The director or supervisor of special education shall be notified any time a student is placed in seclusion or is physically restrained.

A school employee who has placed a student in seclusion or who has physically restrained a student shall document and report each incident. Such report shall be submitted to the school principal not later than the school day immediately following the day on which the student was placed in seclusion or physically restrained and a copy shall be provided to the student's parent or legal guardian.

The guidelines and procedures regarding seclusion and restraint maintained by the Superintendent and staff shall be provided to the Louisiana Department of Education (LDE), all school employees, and every parent of a student identified with a disability under Bulletin 1508.

All instances where seclusion or physical restraint is used to address student behavior of students with disabilities under Bulletin 1508 shall be reported, in accordance with the Louisiana Board of Elementary and Secondary Education (BESE) policy, by the School Board to the LDE.

Guidelines and Procedures

The School Board shall require the Superintendent and staff to maintain adequate written guidelines and procedures governing the use of seclusion and physical restraint of students in accordance with federal and state law, as well as regulations and guidelines promulgated by BESE. The School Board shall approve written guidelines and procedures regarding appropriate responses to student behavior that may require immediate intervention using seclusion and/or restraint. The written guidelines and procedures shall be provided to all school employees and every parent of a student with an exceptionality and shall include reporting requirements and follow-up procedures, including notification requirements for school officials, notification to the student's parent or legal guardian, and reporting of seclusion and restraint incidents to the LDE.

The written guidelines and procedures shall be posted at each school under the jurisdiction of the School Board, and on the School Board's website.

Follow-Up

Following any situation resulting in the use of seclusion or restraint of a student, a *Functional Behavioral Assessment* (FBA) should be considered. If a student subject to the use of seclusion or physical restraint is involved in five (5) such incidents in the school year, the student's *Individualized Education Program* (IEP) team shall review and revise the student's Behavior Intervention Plan (BIP) to include any appropriate and necessary behavioral supports. Thereafter, if the student's challenging behavior continues or escalates, requiring repeated use of seclusion or physical restraint practices, the special education director or supervisor or his/her designee shall review the student's plans at least once every three (3) weeks.

Employee Training Requirements

The Superintendent or his/her designee shall be responsible for conducting or obtaining appropriate training programs for school personnel designed to address the use of seclusion and restraint techniques with students with disabilities. In addition, positive behavioral intervention strategies, crisis intervention, and de-escalation, as well as other procedures, may also be included in any training.

Charter Schools

Notwithstanding any state law, rule, or regulation to the contrary and except as may be otherwise specifically provided for in an approved charter, a charter school established and operated in accordance with State law, including its approved charter and the school's officers and employees, shall be subject to the School Board's policy and written procedures and guidelines regarding the use of seclusion and restraint with students with exceptionalities.

Revised: May 19, 2009
Revised: December, 2011
Revised: February, 2012
Revised: May 3, 2016
Revised: July 25, 2018
Revised: February 1, 2022

Revised: January 14, 2025

Ref: 20 USCA '1400 et seq. (*Individuals with Disabilities Education Act*); 34 CFR '300 (*Assistance to States for the Education of Children with Disabilities*); La. Rev. Stat. Ann. "17:7, 17:416.21, 17:1941, 17:1942, 17:1943, 17:1944, 17:1945, 17:1946, 17:1947; Pupil Appraisal Handbook, Bulletin 1508, Louisiana Department of Education; Regulations for the Implementation of the Exceptional Children's Act, Bulletin 1706, Louisiana Department of Education; Board minutes, 5-19-09, 5-3-16, 7-25-18, 2-1-22, 1-14-25.

SEX EDUCATION

In order to better educate and meet the growing awareness of today's youth, School Boards have been granted the discretion, if so desired, of conducting classes in subject matter designated as sex education. Said subject matter shall be integrated into an existing course of study in grades seven through twelve (7-12). When offered, such instruction shall be offered to non-graded special education students at age-appropriate levels. Whenever instruction in sex education is offered by a school, such instruction shall be available also to any student in such school regardless of the student's grade level who is pregnant or who is a mother or father.

No religious beliefs, values, customs, practices in human sexuality nor the subjective moral and ethical judgment of any person shall be included in the study of sex education. Students shall not be tested, quizzed, or surveyed about their personal or family beliefs or practices in sex, morality, or religion.

All instructional materials used during the course of study of sex education shall be submitted to and approved by the City of Baker School Board and by a parental review committee, whose membership shall be determined by the Board. The major emphasis of any sex education institution offered in this parish shall be to encourage sexual abstinence between unmarried persons and any instruction shall:

- (a) Emphasize abstinence from sexual activity outside of marriage as the expected standard for all school children.
- (b) Emphasize that abstinence from sexual activity is a way to avoid unwanted pregnancy, sexually transmitted disease, including acquired immune deficiency syndrome and other associated health problems.
- (c) Emphasize that each student has the power to control personal behavior and to encourage students to base action on reasoning, self-esteem and respect of others.

Any child may be excused from receiving instruction in sex education at the option and discretion of his/her parent or guardian.

INSTRUCTION OR DISCUSSION ON SEXUAL ORIENTATION, GENDER IDENTITY

No teacher, school employee, or other presenter at a school shall engage in the following discussions with students in grades kindergarten through twelve:

1. Covering the topics of sexual orientation or gender identity in any classroom discussion or instruction in a manner that deviates from state content standards or curricula developed or approved by the School Board.

2. Covering the topics of sexual orientation or gender identity during any extracurricular academic, athletic, or social activity under the jurisdiction of the school or School Board.
3. Discussing his/her own sexual orientation or gender identity.

Nothing in this policy shall be construed to mean a student may not seek out guidance from a teacher or licensed mental health professional outside classroom hours with prior parental consent.

Revised: January 14, 2025.

Ref: La. Rev. Stat. Ann §§17:281, 17:412. Board minutes, 1-14-25.

CORPORAL PUNISHMENT

Every teacher is authorized to hold every pupil to a strict accountability for any disorderly conduct in school or on the playground of the school, or on any school bus going to or returning from school, or during intermission or recess.

Corporal punishment shall not be allowed in the City of Baker School System.

In accordance with Louisiana statutory provisions, *corporal punishment* means using physical force to discipline a student, with or without an object. Corporal punishment includes hitting, paddling, striking, spanking, slapping, or any other physical force that causes pain or physical discomfort. Taping a student's mouth shut or otherwise restricting his or her airway in any manner is prohibited.

Corporal punishment does not include:

1. The use of reasonable and necessary physical restraint of a student to protect the student, or others, from bodily harm or to obtain possession of a weapon or other dangerous object from a student.
2. The use of seclusion and restraint as provided in La. Rev. Stat. Ann. §17:416.21.

Nothing contained herein shall be interpreted as prohibiting an employee from using physical force, reasonable and appropriate under the circumstances, in defending himself/herself against a physical attack by a student or to restrain a student from attacking another student or employee, or to prevent acts of misconduct which are so anti-social or disruptive in nature as to shock the conscience.

Revised: July 25, 2018

Revised: October 1, 2024

Ref: US Constitution, Amend. XIII; US Constitution, Amend. XIV §1; Ingraham v. Wright, 97 S. Ct. 1401, (1977); Baker v. Owen, 96 S. Ct. 210 affirming 395 F. Supp. 294 (M.D.N.C., 1975); La. Rev. Stat. Ann. §§17:81.6, 17:223, 17:416, 17:416.1; Board minutes, 7-25-18, 10-1-24.

IMMUNIZATIONS

The City of Baker School Board shall require each student entering any school for the first time, and at any other time as required by the state, to present satisfactory evidence of immunity to or immunization against vaccine-preventable diseases according to state law and a schedule approved by the state Department of Health and Hospitals (DHH), Office of Public Health (OPH), or present evidence of an immunization program in progress. The School Board may require immunizations or proof of immunity more extensive than required by the Department of Health and Hospitals (DHH), Office of Public Health (OPH). Any student failing to meet the immunization standards shall be prohibited from attending school until such time as the immunization standards are met.

In progress shall mean that the student has an immunization due after the date school has begun, because the student began his/her immunization late, or because the student's pediatrician has provided written orders for the student to receive an immunization after a certain date.

TRANSFERRING STUDENTS

A student transferring from another school system in or out of the state shall submit either a certificate of immunization or a letter from his/her personal physician or a public health clinic indicating immunization against the diseases in the schedule approved by the Office of Public Health have been performed, or a statement that such immunizations are in progress.

If booster injections for the diseases enumerated on the state schedule are advised, such booster injections shall be administered before the student enters a school system within the state.

ENFORCEMENT

Principals or their designated representatives shall be responsible for checking students' records to see that the provisions of this policy are enforced, and to electronically transmit immunization reports to the OPH through the *Louisiana Immunization Network for Kids Statewide*, when capable.

EXCEPTIONS

No student seeking to enter any public school in the City of Baker shall be required to comply with the provisions of this written policy if the student or his/her parent or guardian submits either a written statement from a physician stating that this procedure is contraindicated for medical reasons, or a written dissent from the student or his/her parents.

Exception in compliance may also apply to any person who is unable to comply due to a shortage in the supply of available vaccinations.

No teacher or school employee or administrator shall distinguish between students based on whether a student has or has not received vaccines from the schedules provided for in this policy. Actions prohibited include but are not limited to discrimination based on a student's vaccination status in any of the following acts:

1. Determination of eligibility for athletics or other extracurricular activity.
2. Allowing or denying participation inside and outside of the classroom.
3. Issuance of surveys to students relative to vaccination status.
4. Organizing seating arrangements.

EXCLUSION FROM ATTENDANCE

If an outbreak of a vaccine-preventable disease occurs, upon the recommendation of the state Office of Public Health, school administrators may exclude from attendance unimmunized students until the appropriate disease incubation period has expired, or the unimmunized person presents evidence of immunization.

Notwithstanding any other provision of law to the contrary, no student shall be required to receive a COVID-19 vaccine as a condition of initial enrollment or continuing attendance at any school in the City of Baker School District.

Approved: May 19, 2009
Revised: March 3, 2020
Revised: October 1, 2024

Ref: La. Rev. Stat. Ann. §§17:170, 17:170.1, 17:170.2, 17:170.3, 17:170.4; Health and Safety, Bulletin 135, Louisiana Department of Education; Board minutes, 5-19-09, 3-3-20, 10-1-24.

ADMINISTRATION OF MEDICATION

It is the policy of the City of Baker School Board that the administration of medication to students at school shall meet the following conditions and limitations. As used in this policy, the term *medication* shall include all prescription and non-prescription drugs.

1. WRITTEN ORDERS, APPROPRIATE CONTAINERS, LABELS, AND INFORMATION

A. Medication shall not be administered to any student without a completed *Medication Order* from a physician or dentist licensed to practice medicine in the state of Louisiana or any other state of the United States, or any other authorized prescriber authorized in the state of Louisiana or any other state of the United States to prescribe medication or devices, **and** a letter of request and authorization from the student's parent or guardian. The following information shall be included:

- 1) the student's name
- 2) the name and signature of the physician/dentist/other authorized prescriber
- 3) physician's/dentist's/other authorized prescriber's business address, office phone number, and emergency phone numbers
- 4) relevant diagnosis
- 5) name, amount of each school dose, time of school administration, route of medication, and reason for use of medication
- 6) a written statement of the desired effects and the child specific potential adverse effects

B. Medication shall be provided to the school by the parent/legal guardian in the container that meets acceptable pharmaceutical standards and shall include the following information:

- 1) name of pharmacy
- 2) address and telephone number of pharmacy
- 3) prescription number
- 4) date dispensed
- 5) name of student
- 6) clear directions for use, including the route, frequency, and other as indicated
- 7) drug name and strength
- 8) last name and initial of pharmacist
- 9) cautionary auxiliary labels, if applicable
- 10) physician's/dentist's/other authorized prescriber's name

Labels of prepackaged medications, when dispensed, shall contain the following information in addition to the regular pharmacy label:

- 1) drug name
- 2) dosage form
- 3) strength
- 4) quantity
- 5) name of manufacturer and/or distributor
- 6) manufacturer's lot or batch number

2. ADMINISTRATION OF MEDICATION: GENERAL PROVISIONS

- A. Once trained, the school employee who administers medication may not decline to perform such service at the time indicated, unless exempted in writing by the MD or RN.
- B. During the period when the medication is administered the person administering medication must be relieved of all other duties. This requirement does not include the observation period required in 2.-F below.
- C. Except in the case of a trained unlicensed diabetes care assistant administering diabetes medications (if applicable) or in life-threatening situations, trained unlicensed school personnel may not administer injectable medications.
- D. All medications must be stored in a secured locked area or locked drawer with limited access except by authorized trained school personnel.
- E. Only oral, inhalant, topical ointment for diaper rash, and emergency medications may be administered at school by unlicensed, but trained, school personnel. Under special circumstances, other medications not mentioned above may be administered as necessary, as approved by the school nurse.
- F. Each student must be observed by a school employee for a period of 45 minutes following the administration of medication. This observation may occur during instruction time.
- G. School medication orders shall be limited to medication which cannot be administered before or after school hours.

3. PRINCIPAL

The principal shall designate at least two (2) employees to receive training and administer medications in each school.

4. TEACHER

The classroom teacher who is not otherwise previously contractually required shall not be assigned to administer medications to students. A teacher may request in writing to volunteer to administer medications to his/her own students. The administration of medications shall not be a condition of employment of teachers employed subsequent to July 1, 1994. A regular education teacher who is assigned an exceptional child shall not be required to administer medications.

5. SCHOOL NURSE

- A. The school nurse, in collaboration with the principal, shall supervise the implementation of the school policies for the administration of medications in schools to ensure the safety, health and welfare of the students.
- B. The school nurse shall be responsible for the training of non-medical personnel who have been designated by each principal to administer medications in each school. The training must be at least six (6) hours and include but not be limited to the following provisions:
 - 1) Proper procedures for administration of medications including controlled substances
 - 2) Storage and disposal of medications
 - 3) Appropriate and correct record keeping
 - 4) Appropriate actions when unusual circumstances or medication reactions occur
 - 5) Appropriate use of resources

6. PARENT/LEGAL GUARDIAN

- A. The parent/legal guardian who wishes medication administered to his/her child shall provide the following:
 - 1) A letter of request and authorization that contains the following information:
 - a. the student's name;
 - b. clear instructions for school administration;
 - c. prescription number, if any;
 - d. current date;
 - e. relevant diagnosis;
 - f. name, amount of each school dose, time of school administration, route of medication, and reason for use of medication;
 - g. physician's/dentist's/other authorized prescriber's name;

- h. the parent's/legal guardian's printed name and signature;
 - i. parent's/legal guardian's emergency phone number;
 - j. statement granting or withholding release of medical information;
- 2) A written order for each medication to be given at school, including annual renewals at the beginning of the school year. The new orders dated before July of that school year shall not be accepted. No corrections shall be accepted on the physician's *Medication Order* form. Alteration of this form in any way or falsification of the signature is grounds for prosecution. Orders for multiple medications on the same form, an incomplete form, or a form with a physician's/dentist's/other authorized prescriber's stamp shall not be accepted. Faxed orders may be accepted; original orders must be received within five (5) business days.
- 3) A prescription for all medications to be administered at school, including medications that might ordinarily be available over-the-counter. **Only** the physician/dentist/other authorized prescriber or his/her staff may write on the *Medication Order* form. This form must be signed by the physician/dentist/other authorized prescriber.
- 4) A list of all medications that the student is currently receiving at home and school, if that listing is not a violation of confidentiality or contrary to the request of the parent/legal guardian or student.
- 5) A list of names and telephone numbers of persons to be notified in case of medication emergency in addition to the parent/legal guardian and licensed physician/dentist/other authorized prescriber.
- 6) Arrangements for the safe delivery of the medication to and from school in the properly labeled container as dispensed by the pharmacist; the medication must be delivered by a responsible adult. The parent/ legal guardian will need to get two (2) containers for each prescription from the pharmacist in order that the parent/legal guardian, as well as the school, will have a properly labeled container. If the medication is not properly labeled and does not match the physician's order exactly, it will not be given.
- B. All aerosol medications shall be delivered to the school in pre-measured dosage.
- C. Provide no more than a thirty-five (35) school day supply of medication in a properly labeled container to be kept at school.

- D. The initial dose of a medication shall be administered by the student's parent/legal guardian outside the school jurisdiction with sufficient time for observation for adverse reactions.
- E. The parent/legal guardian shall work with those personnel designated to administer medication as follows:
 - 1) Cooperate in counting the medication with the designated school personnel who receives it and sign the *Drug Receipt* form.
 - 2) Cooperate with school staff to provide for safe, appropriate administration of medications to students, such as positioning, and suggestions for liquids or foods to be given with the medication.
 - 3) Assist in the development of the emergency plan for each student.
 - 4) Comply with written and verbal communication regarding school policies.
 - 5) Grant permission for school nurse/physician/ dentist/other authorized prescriber consultation.
 - 6) Remove or give permission to destroy unused, contaminated, discontinued, or out-of-date medications according to the school guidelines.

7. STUDENT SELF-MEDICATION

Only those medical conditions which require immediate access to medications to prevent a life threatening or potentially debilitating situation shall be considered for self-administration of medication. Compliance with the school policy for a drug-free zone shall also be met if possible.

Asthma, Diabetes, or the Use of Auto-Injectable Epinephrine

Self-administration of medications by a student with asthma or diabetes or the use of auto-injectable epinephrine by a student at risk of anaphylaxis shall be permitted by the School Board, provided the student's parent or other legal guardian provides the school in which the student is enrolled with the following documentation:

- A. Written authorization for the student to carry and self-administer such prescribed medications.
- B. Written certification from a licensed medical physician or other authorized prescriber that the student:

- 1) has asthma, diabetes, or is at risk of having anaphylaxis
 - 2) has received instruction in the proper method of self-administration of the student's prescribed medications to treat asthma, diabetes, or anaphylaxis
- C. A written treatment plan from the student's licensed physician or authorized prescriber for managing asthma, diabetes, or anaphylactic episodes. The treatment plan shall be signed by the student, the student's parent or other legal guardian, and the student's physician or other authorized prescriber. The treatment plan shall contain the following information:
- 1) The name, purpose, and prescribed dosage of the medications to be self-administered.
 - 2) The time or times the medications are to be regularly administered and under what additional special circumstances the medications are to be administered.
 - 3) The length of time for which the medications are prescribed.
- D. Any other documentation required by the School Board.

The required documentation shall be maintained in the office of the school nurse or other designated school official.

The School Board shall inform the parent or other legal guardian of the student in writing that the school and its employees shall incur no liability as a result of any injury sustained by the student from the self-administration of medications used to treat asthma, diabetes, or anaphylaxis. The parent or other legal guardian of the student shall sign a statement acknowledging that the school shall incur no liability and that the parent or other legal guardian shall indemnify and hold harmless the school and its employees against any claims that may arise relating to the self-administration of medications used to treat asthma, diabetes, or anaphylaxis.

A student who has been granted permission to self-administer medication by the School Board shall be allowed to carry and store with the school nurse or other designated school official an inhaler, auto-injectable epinephrine, or insulin, at all times.

Permission for the self-administration of asthma or diabetes medications or use of auto-injectable epinephrine by a student shall be effective only for the school year in which permission is granted. Permission for self-administration of asthma or diabetes medications or the use of auto-injectable epinephrine by a student shall be granted by the School Board each subsequent school year, provided all of the

requirements of this part of the policy are fulfilled.

Upon obtaining permission to self-administer asthma or diabetes medication or to use auto-injectable epinephrine, a student shall be permitted to possess and self-administer such prescribed medication at any time while on school property or while attending a school sponsored activity. A student who uses any medication permitted by this policy in a manner other than as prescribed shall be subject to disciplinary action; however, such disciplinary action shall not limit or restrict such student's immediate access to such prescribed medication.

Auto-injectable epinephrine means a medical device for the immediate self-administration of epinephrine by a person at risk for anaphylaxis.

Glucagon means a hormone that raises the level of glucose in the blood. Glucagon, given by injection is used to treat severe hypoglycemia.

Inhaler means a medical device that delivers a metered dose of medication to alleviate the symptoms of asthma.

Insulin Pen means a pen-like device used to put insulin into the body.

Insulin Pump means a computerized device that is programmed to deliver small, steady, doses of insulin.

Other Permitted Medications

Self-administration of other medications by a student may be permitted by the School Board, provided that:

- A. *Medication Order* from the physician or authorized prescriber and from the student's parent or guardian shall be on file and communication with the prescriber has been established.
- B. The school nurse has evaluated the situation and deemed it to be safe and appropriate, and has developed a medical administration plan for general supervision. The administration plan may include observation of the procedure, student health counseling and health instruction regarding the principles of self-care.
- C. The principal and appropriate staff are informed that the student is self-administering the prescribed medication.
- D. The medication is handled in a safe, appropriate manner.
- E. The school principal and the school employed registered nurse determine

a safe place for storing the medication.

The medication must be accessible if the student's health needs require it; this information is included in the medication administration plan.

- F. Some medication should have a backup supply readily available.
- G. The student records the medication administration and reports unusual circumstances (as a general rule the student must record all dates and times he/she is self-medicating during school hours. The medication log shall be kept in the main office where the student shall record this information unless otherwise noted on the student's *Individual Administration Plan*).
- H. The school employed registered nurse, and/or the designated employee monitors the student.

8. ACCEPTABLE SCHOOL MEDICATIONS

School medication orders shall be limited to medication which cannot be administered before or after school hours. Parents may come to school and administer medication to their children at any time during the school day.

Medications which may be considered as acceptable under this policy:

- A. Medication to modify behavior (e.g., Ritalin, when the sustained action form of this medication is not effective.)
- B. Severe allergic reactions - must have specific written instructions from a physician.
- C. Anticonvulsive medication.
- D. Medication for asthma or diabetes.
- E. Medication given in extenuating circumstances.
- F. Non-prescription (over-the-counter) drugs will only be given if medical certification of extenuating circumstances and prescription is obtained.
- G. Antibiotics and other short-term medications will not be given at school, unless so ordered by a physician, dentist, or authorized prescriber.
- H. The school nurse or trained school employee shall have the authority to administer auto-injectable epinephrine, as defined elsewhere in this policy,

to a student who the school nurse or trained school employee believes is having an anaphylactic reaction, whether or not the student has a prescription for epinephrine. At least one employee at each school shall receive training from a registered nurse or licensed medical physician in the administration of epinephrine.

- I. Other specific illnesses that require medication.
- J. The school nurse shall have the authority to maintain a supply of naloxone or other opioid antagonists per La. Rev. Stat. Ann. §17:436.1(M). The school nurse or trained school personnel may administer naloxone or other opioid antagonists to any student or other person on school grounds in the event of an actual or perceived opioid emergency.

Trained school personnel means a school employee or volunteer who has received the training on life-saving medication that addresses techniques on how to recognize signs of a life-threatening emergency, standards and procedures for the storage and administration of the medication, and emergency follow-up procedures, including the requirement to summon emergency services either immediately before or immediately after administering the medication.

9. DIABETES

Each student with diabetes who seeks care for his/her diabetes while at school or while participating in a school-related activity shall submit a diabetes management and treatment plan on an annual basis. Such plan shall be developed by a physician licensed in the state of Louisiana or any other state of the United States, or any other authorized prescriber authorized in the state of Louisiana or any other state of the United States who is selected by the parent or legal guardian to be responsible for such student's diabetes treatment. *School-related activities* include, but are not limited to, extracurricular activities and sports.

A student's diabetes management and treatment plan shall be kept on file in the school in which the student is enrolled and shall contain:

- A. A detailed evaluation of the student's level of understanding of his/her condition and his/her ability to manage his/her diabetes.
- B. The diabetes-related healthcare services the student may receive or self-administer at school or during a school-related activity.
- C. A timetable, including dosage instructions, of any diabetes medications to be administered to the student or self-administered by the student.

- D. The signature of the student (if age appropriate), the student's parent or legal guardian, and the physician or other authorized health care prescriber responsible for the student's diabetes treatment.

The parent or legal guardian of a student with diabetes shall annually submit a copy of the student's diabetes management and treatment plan to the principal or appropriately designated school personnel of the school where the student is enrolled. The plan shall be reviewed by appropriate school personnel either prior to or within five (5) days after the beginning of each school year, or upon enrollment if the student enrolls after the beginning of the school year or as soon as practicable following the student being diagnosed with diabetes, or as warranted by changes in the student's medical condition.

Upon receipt of the student's diabetes management and treatment plan, the school nurse shall conduct a nursing assessment of the student's condition and develop an *Individualized Healthcare Plan* (IHP). The school nurse shall be given not less than five (5) school days to develop the IHP and shall implement the IHP within ten (10) school days of receipt of the diabetes treatment plan. The school nurse must assess the stability of the student's diabetes both at home and in the school setting prior to the development of the IHP for care in the school setting.

The parent or legal guardian shall be responsible for all care related to the student's diabetes management and treatment plan until the IHP is developed, the parents or legal guardian have agreed to and signed the IHP, and the diabetes management and treatment plan is put into place by the school nurse.

The School Board may utilize an unlicensed diabetes care assistant to provide appropriate care to a diabetic student, or assist a student with self-care of his/her diabetes, in accordance with the student's diabetes management and treatment plan, the student's IHP, and regulations contained in *Health and Safety*, Bulletin 135. An *unlicensed diabetes care assistant* is defined as a school employee who is not a healthcare professional, who is willing to complete training requirements established by BESE, and is determined competent by the school nurse to provide care and treatment to students with diabetes. An *unlicensed diabetes care assistant* also means an employee of an entity that contracts with the school or school system to provide school nurses who are responsible for providing health care services required by law or the Department of Education.

In accordance with the student's diabetes management and treatment plan, the student shall be permitted to self-manage his/her diabetes care as outlined in the student's management and treatment plan.

With written permission of a student's parent or legal guardian, a school may provide a school employee with responsibility for providing transportation for a student with diabetes, or supervising a student with diabetes with an off-campus

activity. An information sheet with pertinent information about the student's condition and contact information in cases of emergency shall be provided the employee.

10. CLASSROOM STORAGE AND ADMINISTRATION OF AUTO-INJECTABLE EPINEPHRINE BY TEACHERS

The School Board shall allow a supply of auto-injectable epinephrine, as defined above, to be maintained in a secure location in each classroom assigned to a student who is deemed by his/her physician to be at high risk for anaphylactic reaction and incapable of self-administration of auto-injectable epinephrine.

The student's parent or other legal guardian shall annually provide the school in which the student is enrolled with all of the following:

- A. The supply of auto-injectable epinephrine to be kept in each classroom.
- B. Written authorization for the student to be administered the medication.
- C. Written certification from the student's licensed medical physician or other authorized prescriber that the student is at high risk of having anaphylaxis and is not capable of self-administration of auto-injectable epinephrine.
- D. A written treatment plan, as defined above from the student's licensed medical physician or other authorized prescriber for managing anaphylactic episodes.

The required documentation required shall be kept on file in the office of the school nurse or other designated school official.

The teacher in each classroom where auto-injectable epinephrine is stored shall be provided information regarding accessing and administering auto-injectable epinephrine, the signs and symptoms of anaphylactic reactions and specific information regarding condition, care, and treatment of the student assigned to the classroom who is at high risk of anaphylactic reaction.

The School Board shall inform the parent or other legal guardian of the student in writing that the school and its employees shall incur no liability as a result of any injury sustained by the student from the good faith administration of auto-injectable epinephrine. The parent or other legal guardian of the student shall sign a statement acknowledging that the school shall incur no liability and that the parent or other legal guardian shall indemnify and hold harmless the school and its employees against any claims that may arise relating to the good faith administration of auto-injectable epinephrine.

This information shall be included in the student handbook of each school and posted on each school's website. Such policy shall also be disclosed to any parent or other legal guardian who notifies the school in which the student is enrolled, in writing, that the student has a condition which puts him at risk of anaphylaxis.

11. ADMINISTRATION OF MEDICATION ON FIELD TRIPS AND OTHER EXTRA-CURRICULAR ACTIVITIES

If a student with an identified medical need is to attend a field trip or other school-sponsored activity, the parents shall be notified to ascertain if any medication must be administered on the field trip or school-sponsored activity away from school. If so, the parent/legal guardian shall accompany the student to the activity to administer any medication.

If the parent/legal guardian cannot attend the field trip/activity with his/her child, the parent/legal guardian shall request in writing that the medication be administered on a pending field trip/activity by a non-School Board employee designated by the parent, or another trained person designated by the School Board. Such request shall include supporting documentation as outlined in this policy. The request shall state that the parent/legal guardian gives permission for the designee or another trained person to administer the medication. If the parent does not designate a non-School Board employee to attend the field trip/activity, once the proper documentation has been submitted, the School Board shall assign a trained School Board employee to accompany the student on the field trip or other school-sponsored activity.

12. EXTENDED DAY CARE

In the event that a student attends extended day care and requires medication outside school hours (before or after school), medication orders that include the dosage(s), time(s), and medication(s), shall be obtained from the physician/dentist/other authorized prescriber before any administration of medication may be administered by properly trained personnel.

13. SUNSCREEN

In accordance with statutory provisions, *sunscreen* means a compound topically applied to prevent sunburn, and for the purpose of this policy shall not be considered medication. A student may possess and self-apply sunscreen at school, on a school bus, or at a school-sponsored function or activity without parental consent or the authorization of a physician.

If a student is unable to self-apply sunscreen, a school employee may volunteer to apply the sunscreen to the student. However, a school employee may apply sunscreen to a student *only* if his/her parent or legal guardian has provided

written consent for this application. Neither the School Board nor the school employee shall be held liable for any adverse reaction relating to the employee's application of the sunscreen or his/her cessation of such application.

14. STUDENT CONFIDENTIALITY

All student information shall be kept confidential. The parent/legal guardian shall be required to sign the *Authorization for Release of Confidential Information* form, so that health information can be shared between the School Board and health care providers, such as hospitals, physician, service agency, school nurse, and/or other health provider.

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Ref: La. Rev. Stat. Ann. §§17:81, 17:436.1, 17:436.3; Health and Safety, Bulletin 135, Louisiana Department of Education; Board minutes, 11-3-09, 5-3-16, 7-25-18, 12-6-22, 8-1-23, 10-1-24.

STUDENT HEALTH SERVICES

HEALTH CARE CENTERS

In order to provide adequate health care and services to students, the City of Baker School Board may authorize the establishment of student health care centers in the schools of the parish. Any health clinic established shall be supervised by a school nurse, who shall be licensed in accordance with state law. Health care centers shall provide services which include, but are not limited to the following: treatment of minor illness and injury, routine physical examinations, immunizations, referrals to alcohol and drug abuse prevention program counselors, and mental health services. No student shall receive any type of service unless the required standardized school health forms as outlined in *Health and Safety*, Bulletin 135, Louisiana Department of Education, have been signed, returned to school, and have been filed in the clinic.

HEARING AND VISION SCREENING

The School Board, during the first semester of the school year, or within thirty (30) days after the admission of students entering school late in the session, shall test the sight, including color screening for all first grade students, and hearing of students according to the schedule outlined by the American Academy of Pediatrics, except those students whose parents or guardians may object to such tests. Students may also be tested upon referral or requests of teachers and/or parents.

A record of such examination shall be kept and the administrators shall be required to follow up on the deficiencies within sixty (60) days, and shall notify in writing the parent or tutor of every student found to have any defect of sight or hearing.

EDUCATIONAL SCREENING AND EVALUATION

Every student in grades kindergarten through third shall be screened, at least once, for the existence of impediments to a successful school experience. No student shall be screened if his/her parent or guardian objects to such screening. Such impediments shall include:

1. dyslexia and related disorders;
2. attention deficit disorder; and
3. social and environmental factors that put a student "at risk."

Students in need of services and/or assistance shall have it provided to them. The screenings shall be done directly by elementary school counselors, pupil appraisal personnel, teachers, or any other professional employees of the School Board who have been appropriately trained, all of whom shall operate as advocates for the students identified as needing services or assistance. No screenings shall be done by persons who have not been trained to do such screenings.

The School Board shall ensure that educational screening activities, conducted by a committee at the school level, shall be completed before a student is referred for an individual evaluation through pupil appraisal services.

Students who are experiencing learning or adjustment difficulties in a regular program, but are not thought to be exceptional, may receive support services from pupil appraisal by a referral from a committee at the school level.

Testing for Dyslexia

A dyslexia screener selected by the Louisiana Department of Education shall be administered to each student in the second half of kindergarten, or upon the request of a teacher or parent or legal guardian. The School Board shall provide remediation for students with dyslexia or related disorders in an appropriate education program.

For purposes of this policy, *dyslexia* shall be defined as an unexpected difficulty in reading for an individual who has the intelligence to be a much better reader, most commonly caused by a difficulty in phonological processing, which affects the ability of an individual to speak, read, and spell. *Phonological processing* means the appreciation of the individual sounds of spoken and written language.

OTHER HEALTH CONSIDERATIONS

The School Board acknowledges that only properly trained personnel shall make recommendations regarding certain health issues of students.

The School Board shall prohibit, in accordance with statutory provisions, any teacher employed by the School Board from recommending that a student be administered a psychotropic drug, specifying or identifying any specific mental health diagnosis for a student, or using a parent's or guardian's refusal to consent to the administration of a psychotropic drug to a student or to a psychiatric evaluation, screening, or examination of a student as grounds for prohibiting the student from attending any class or participating in any school-related activity or as the sole basis of accusations of child abuse or neglect against the parent or guardian.

The provisions of the above paragraph shall not be construed so as to prohibit any of the following:

1. An employee of the School Board who is a registered nurse, nurse practitioner, physician, or an appropriately credentialed mental health professional or teacher from recommending that a student be evaluated by an appropriate medical practitioner.
2. A teacher or other certified employee of the School Board from suggesting a student be assessed or evaluated by qualified employees of the School Board who perform such function.

3. A teacher assessing or evaluating any element of a student's academic readiness, performance, or achievement.
4. Any employee of the School Board from discussing any aspect of a student's behavior or academic progress with the student's parent or guardian or any other employee of the School Board.

Definitions

Psychotropic drug shall mean a substance that is used in the diagnosis, treatment, or prevention of a disease or as a component of a medication and is intended to have an altering effect on perception, emotion, or behavior.

Teacher, for purposes of this section of the policy, shall mean any person employed by the School Board, who, as a condition of employment, is required to hold a valid teaching certificate issued by the Louisiana Department of Education and any person employed by the School Board as a substitute teacher.

SEIZURE TREATMENT AND TRAINING

The parent or guardian of a student with a seizure disorder may submit to the administration of the student's school a seizure management and treatment plan developed by the student's parent and treating physician for review and use by school employees with whom the student has regular interaction. The plan shall include the following:

1. The health care services the student may receive at school or while participating in a school activity.
2. Evaluation of the student's ability to manage and understand his/her seizure disorder.
3. Signatures from the student's parent or guardian and from the treating physician.

School nurses and such school employees and school bus operators who have regular interactions with a student for whom there is a seizure management and treatment plan shall be required to biennially successfully complete instruction provided by the Department of Education.

ADMINISTERING CATHETERS

The School Board shall not require any employee other than a registered nurse or a licensed medical physician to catheterize any student until all of the following conditions have been met:

1. A registered nurse or licensed medical physician, employed by the School Board, has assessed the health status of the specific child in his/her specific educational setting. The registered nurse has determined that the procedure could be safely performed, the results are predictable and could be delegated to someone other than a registered nurse following documented training.
2. The registered nurse or licensed medical physician shall train at least two (2) employees to catheterize the specific child in his/her educational setting. The employees shall be given not less than eight (8) hours of training in the area of catheterization of students.
3. Following the training provided for in #2, no catheterization may be performed unless prescribed in writing by a licensed medical physician. The employee, other than the registered nurse or licensed medical physician, shall be required to complete, under the direct supervision of a registered nurse, a minimum of five (5) catheterizations. Upon one hundred percent successful completion of these catheterizations, the registered nurse or licensed medical physician and the trainee shall sign a standard form indicating that the trainee has attained the prescribed level of competency. A copy of this form shall be kept on file by the school system.
4. Individuals who are required to perform catheterizations and have been trained according to statutory provisions, may not decline to perform such service except as exempted by a licensed medical physician or a registered nurse. The reasons for such exemption shall be documented and certified by the licensed medical physician or a registered nurse within seventy-two (72) hours.
5. Any employee shall have the right to request that another School Board employee be present while catheterizing the student, to serve as a witness to the procedure. After making such a request, the employee shall not be required to catheterize a student without such a witness.

The provisions of this part of the policy shall be restricted to those students who have had intermittent catheterization prescribed as a treatment for urinary or neurologic dysfunction and not for continuous bladder drainage or to obtain urine specimens for diagnostic purposes. No employee shall be requested to catheterize any student for continuous bladder drainage or to obtain urine specimens for diagnostic purposes.

PERFORMING NONCOMPLEX HEALTH PROCEDURES

The term *noncomplex health procedure* shall mean a task which is safely performed according to exact directions, with no need to alter the standard procedure, and which yields predictable results. It shall include the following:

1. Modified activities of daily living which require special instruction such as toileting/diapering, bowel/bladder training, toilet training, oral/dental hygiene, lifting/positioning, and oral feeding.
2. Health maintenance procedures such as postural drainage, percussion, tracheostomy suctioning, gastrostomy feeding and monitoring of these procedures.
3. Screenings such as growth, vital signs, hearing, vision, and scoliosis.

No noncomplex health procedure, except screenings and activities of daily living such as toileting/diapering, toilet training, oral/dental hygiene, oral feeding, lifting, and positioning may be performed unless prescribed in writing by a physician licensed to practice medicine in the state of Louisiana or any other state of the United States.

The School Board shall not require any employee other than a registered nurse, licensed medical physician, an appropriate licensed health professional, or, in the case of tracheostomy suctioning procedure, any hired and trained unlicensed nursing personnel or unlicensed assistive personnel as defined by the Louisiana State Board of Nursing, to perform noncomplex health procedures until all the following conditions have been met:

1. A registered nurse or a licensed medical physician and, when appropriate, another licensed health professional employed by the School Board, has assessed the health status of the specific child in his/her specific educational setting and has determined that, according to the legal standards of the respective licensed health professional performing such procedure, the procedure can be safely performed, the results are predictable, and the procedure can be delegated to someone other than a licensed health professional following documented training.
2. The registered nurse or the licensed medical physician and, when appropriate, another licensed health professional shall train, in his or her area of expertise, at least two (2) such employees to perform noncomplex health procedures on the specific child in his/her educational setting. The employees shall be given not less than four (4) hours of training in the area of noncomplex health procedures.
3. Following the training provided for in #2, no noncomplex health procedure, except screenings and activities of daily living such as toileting/diapering, toilet training, oral/dental hygiene, oral feeding, lifting, and positioning may be performed unless prescribed in writing by a physician licensed to practice medicine in the state of Louisiana or an adjacent state.

The employee, other than the registered nurse, licensed medical physician, or appropriate licensed health professional shall be required to complete,

under the direct supervision or coordination of a registered nurse, a minimum of three (3) satisfactory demonstrations. Upon satisfactory completion of these noncomplex health procedures, the registered nurse, licensed medical physician, or appropriate licensed health professional and the trainee shall sign a standard form indicating that the trainee has attained the prescribed level of competency. A copy of this form shall be kept on file by the school system.

4. Individuals who are required to perform noncomplex health procedures and have been trained according to the provisions of state law and this policy may not decline to perform such service at the time indicated except as exempted for reasons as noted by the licensed medical physician or registered nurse. The reasons for such exemption shall be documented and certified by the licensed medical physician or a registered nurse within seventy-two (72) hours.
5. An employee shall have the right to request that another School Board employee be present while he/she is performing noncomplex health procedures for a student, to serve as a witness to the procedure. After making such a request, the employee shall not be required to perform noncomplex health procedures without such a witness.
6. Employees who have volunteered to perform a tracheostomy suctioning procedure and who comply with the training and demonstration requirements outlined in #2 and #3 above may be allowed to perform such procedure on a child in an educational setting.

The School Board shall provide the necessary safety equipment, materials, and supplies to each employee who performs noncomplex health procedures. Such safety equipment, materials, and supplies shall include but not be limited to gloves, anti-bacterial soaps and wipes, paper towels and masks.

For the purposes of this section of the policy, *employee* means any appropriate member of the education staff, and *appropriate licensed health professional* shall include a licensed practical nurse.

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