

**City of Baker School Board  
Board Meeting Agenda  
Tuesday, August 4, 2026, 6:00 P.M.  
School Board Office**

**Monique Butler, President – Presiding**

“It is not fair to ask of others what you are not willing to do yourself.”- Eleanor Roosevelt

**A. Meeting Commencement**

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

**B. Welcome of Visitors**

**C. Recognitions**

**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 July 7, 2026, and Special Board Meeting July 28, 2026.
2. Consideration and Approval of Financial Statement ending 06-30-2026.
3. Adopt millage rates for 2026- Attorney Brandon Decuir
4. Consideration and approval of Equipment Breakdown, Worker’s Compensation, and Cyber Liability Insurance from Gallagher.
5. Consideration and Approval of policies:
  - 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
  - p. Parent Communication
  - q. Student Fees, Fines, and Charges
6. Consideration and Approval of 1 FTE and Job Description for Federal Programs Assistant.

**F. Information Items**

1. Report from Helix

**G. Announcements**

1. Date of Next Meeting – September 1, 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**  
**Board Meeting**  
**Tuesday, July 7, 2026**  
**6:00 pm**  
**MINUTES**

The City of Baker School Board held a meeting beginning at 6:00 p.m. on Tuesday, July 7, 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 Mrs. Perkins, and the Pledge of Allegiance, to be led by Mrs. Burges.

**Welcome of Vistors**

President Butler welcomed all visitors

**Recognitions**

DIBELS Scores presentation, Charita Sellers

Football team and Cheer Team-Service at Lions Club in Zachary – Sherri Collins

Mr. Davis spoke on behalf of the Lions Club, asking anyone that's interested in joining the club to please contact the Lions Club, located in Zachary, LA

**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 Minutes from the School Board meeting of 06/02/2026 and Special Board Meeting 06/15/2026.

On motion of Mrs. Burges seconded by Mrs. Profit, the Board voted to approve minutes from the School Board meeting of 06/02/2026 and Special Board Meeting 06/15/2026.

Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

2. Consideration and approval of Financial Statements ending 04/30/2026 and 05/31/2026.

On motion of Mrs. Profit seconded by Mrs. Burges, the Board voted to approval Financial Statements ending 04/30/2026 and 05/31/2026.

Voting yes: Profit, Burges, and Butler. Voting no: Perkins, and Joseph.

3. Consideration and approval of New Policy D-7, 4c Federal Grant Procurement and Contract Administration.

On motion of Mrs. Burges, seconded by Mrs. Profit, the Board voted to approve New Policy D-7, 4c Federal Grant Procurement and Contract Administration.

Voting yes: Profit, Burges, and Butler, Perkins, and Joseph. Voting no: None.

4. Consideration and approval of Settlement offer for \$2500 on Sedgwick Claim #C566544466-0006

On motion of Mrs. Burges, seconded by Mrs. Profit, the Board voted to exit for Executive Session regarding the Consideration and approval of Settlement offer for \$2500 on Sedgwick Claim #C566544466-0006

Voting yes: Profit, Burges, and Butler, Perkins, and Joseph. Voting no: None.

On motion of Mrs. Burges, seconded by Mrs. Joseph, the Board voted to reconvene back to Regular Board Meeting Session.

Voting yes: Profit, Burges, and Butler, Perkins, and Joseph. Voting no: None.

On motion of Mrs. Joseph, seconded by Mrs. Burges, the Board voted to approve the Settlement offer for \$2500 on Sedgwick Claim #C566544466-0006.

Voting yes: Profit, Burges, and Butler, Perkins, and Joseph. Voting no: None.

5. Consideration and approval of settlement of Claim # C5665444-0005. Claimant: Warneshia Williams obo Harry Martin DOL: 04/08/2025 (Executive Session may be required).

On motion of Mrs. Profit, seconded by Mrs. Joseph, the Board voted to approve settlement of Claim # C5665444-0005. Claimant: Warneshia Williams obo Harry Martin DOL: 04/08/2025.

Voting yes: Profit, Burges, and Butler, Perkins, and Joseph. Voting no: None.

6. Consideration and approval of the job description and for Coordinator of Data Systems, Technology Compliance & Asset Management in Federal Programs.

On motion of Mrs. Burges, seconded by Mrs. Profit, the Board voted to approve the job description and for Coordinator of Data Systems, Technology Compliance & Asset Management in Federal Programs.

Voting yes: Profit, Burges, and Butler, Perkins, and Joseph. Voting no: None.

### **Information Items**

Mr. Castille congratulated his staff on their outstanding achievement and for the encouragement and support they gave to the students to do well while preparing for testing at their school site.

Dr. Roberts spoke to the Board about Strengthening the Federal Programs program.

### **Announcements:**

Date of Next Meeting: July 28, 2026, 4:30 pm (Special Board Meeting)

Date of Next Meeting: August 4, 2026, 6:00 pm (Regular Board Meeting)

### **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.

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Board President

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Secretary

**City of Baker School Board Meeting**  
**Board Meeting**  
**Tuesday, July 28, 2026**  
**6:00 PM**

**MINUTES**

The City of Baker School Board held a meeting beginning at 6:00 p.m. on Tuesday, July 28, 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 Mrs. Perkins, and the Pledge of Allegiance, to be led by Ms. Butler

**Welcome of Vistors**

President Butler welcomed all visitors

**Recognitions**

No Recognitions

**Approval of Agenda:**

On motion of Mrs. Burges seconded by Mrs. Profit, 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 Insurance Package for 2026-2027.

On motion of Mrs. Burges seconded by Mrs. Profit, the Board voted to approve of Insurance Package for 2026-2027. The District will pay 100% on 2026 BlueSaver, 70% on 2026 Community Blue, and 40% on 2026 Premier Blue for the individual employee only.

Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

On motion of Mrs. Joseph seconded by Mrs. Profit, the Board voted to approve the renewal of 2026-2027- **Ameritas** -Vision and Dental insurance.

Voting yes: Perkins, Profit, Burges, Joseph, and Butler. Voting no: None.

**Information Items**

NONE

**Announcements:**

Date of Next Meeting: August 4, 2026, 6:00 pm

**Adjournment:**

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

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Board President

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Secretary

**CITY OF BAKER SCHOOL BOARD**

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

| <b>GENERAL FUND</b>                                                     |                                                |                                                     |                                    |
|-------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------|------------------------------------|
| <b>Description</b>                                                      | <b>2025-2026</b>                               |                                                     | <b>Percentage<br/>%<br/>Change</b> |
|                                                                         | <b>Approved<br/>Revenues/<br/>Expenditures</b> | <b>2025-2026<br/>YTD Revenues/<br/>Expenditures</b> |                                    |
| <b>Revenues</b>                                                         |                                                |                                                     |                                    |
| Ad Valorem Taxes                                                        | \$ 2,785,667                                   | \$ 3,014,810                                        | 8.23%                              |
| Sales and Use Taxes                                                     | 4,975,800                                      | 4,452,036                                           | -10.53%                            |
| 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                         | -                                              | (300)                                               |                                    |
| Local                                                                   | 1,000                                          | (8)                                                 | -100.80%                           |
| State Grants                                                            | 25,000                                         | 279,940                                             | 1019.76%                           |
| 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                                        | 14,763                                              | -87.59%                            |
| <b>Total Revenues</b>                                                   | <b>17,731,804</b>                              | <b>11,165,297</b>                                   | <b>-37.03%</b>                     |
| <b>Expenditures</b>                                                     |                                                |                                                     |                                    |
| Instruction:                                                            |                                                |                                                     |                                    |
| Regular Program                                                         | 495,000                                        | 181,044                                             | -63.43%                            |
| Special Education Program                                               | -                                              | 3,536                                               | 0.00%                              |
| Vocational Education Programs                                           | -                                              | 50                                                  | 0.00%                              |
| Other Instructional Programs                                            | -                                              | -                                                   | 0.00%                              |
| <b>Total Instruction</b>                                                | <b>495,000</b>                                 | <b>184,630</b>                                      | <b>-62.70%</b>                     |
| Support Services:                                                       |                                                |                                                     |                                    |
| Pupil Support Services                                                  | -                                              | 9,203                                               | 0.00%                              |
| Instructional Staff Services                                            | -                                              | 3,347                                               | 0.00%                              |
| General Administration                                                  | 790,184                                        | 844,332                                             | 6.85%                              |
| School Administration                                                   | -                                              | 31,516                                              | 0.00%                              |
| Business Services                                                       | 101,630                                        | 167,530                                             | 64.84%                             |
| Operations and Maintenance of Plant Services                            | 276,835                                        | 774,423                                             | 179.74%                            |
| Student Transportation Services                                         | 520,110                                        | 450,162                                             | -13.45%                            |
| Central Services                                                        | -                                              | 12,736                                              | 0.00%                              |
| Facilities Acquisition and Construction Services                        | 195,000                                        | 130,877                                             | -32.88%                            |
| Debt Service                                                            | 669,716                                        | 160,523                                             | -76.03%                            |
| <b>Total Support Services</b>                                           | <b>2,553,475</b>                               | <b>2,584,649</b>                                    | <b>1.22%</b>                       |
| <b>Total Expenditures</b>                                               | <b>3,048,475</b>                               | <b>2,769,279</b>                                    | <b>-9.16%</b>                      |
| <b>Transfers Out</b>                                                    |                                                |                                                     |                                    |
| Transfer to Charter Schools                                             | 12,398,939                                     | 10,065,789                                          | -18.82%                            |
| USDA SFS Match                                                          | 10,234                                         | -                                                   | -100.00%                           |
| Local Revenue Charter School Transfers Tpye 2, 5                        | 2,965,410                                      | -                                                   | -100.00%                           |
| <b>Total Transfers Out</b>                                              | <b>15,374,583</b>                              | <b>10,065,789</b>                                   | <b>-34.53%</b>                     |
| <b>Total Change in Fund Balance</b>                                     | <b>\$ (691,254)</b>                            | <b>\$ (1,669,771)</b>                               |                                    |



14750 Plank Road, Baker, Louisiana 70714  
P.O. Box 680, Baker, Louisiana 70704-0680  
Phone (225) 774-5795, Fax (225) 774-5797

## CITY OF BAKER SCHOOL SYSTEM

[www.bakerschools.org](http://www.bakerschools.org)

*James T. Stroder, Superintendent*

### Board Members

### RESOLUTION

*Linda Perkins*  
*District 1*

BE IT RESOLVED, that the following millage(s) are hereby levied on the 2026 tax roll on all property subject to taxation by City of Baker School Board:

*Alteen Profit*  
*District 2*

### MILLAGE

*Joyce Burges,*  
*Vice-President*  
*District 3*

|                                                     |                           |
|-----------------------------------------------------|---------------------------|
| Constitutional Millage                              | <b>5.00</b> mills         |
| Special School Maintenance (Voter Approved Millage) | <b><u>38.20</u></b> mills |

*Monique Butler*  
*President*  
*District 4*

*Clara Joseph*  
*District 5*

BE IT FURTHER RESOLVED that the proper administrative officials of the Parish of East Baton Rouge, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as herein above set forth, upon the assessment roll of said Parish for the year 2026, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided b law.

The foregoing resolution was read in full, the roll was called on the adoption thereof, and the resolution was adopted by the following votes:

YEAS:

NAYS:

ABSTAINED:

ABSENT:

### **CERTIFICATE**

I hereby certify that the foregoing is a true and exact copy of the resolution adopted at the meeting held on August 4, 2026, at which meeting a quorum was present and voting.

Baker \_\_\_\_\_, Louisiana, this 4th day of August, 2026  
(City, Town, Village)

(Signature of authorized person of the taxing district)



# Proposal of Insurance

## City of Baker School Board

P.O. Box 680  
14750 Plank Road  
Baker, LA 70704-0680

Presentation Date: July 21, 2026

Arthur J Gallagher Risk Management Services, LLC  
A/JG License Nos. IL 100292093 / CA 0D69293



**Gallagher**

Insurance | Risk Management | Consulting

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## Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

| <i>Service Team</i>                                      | <i>Role</i>                    | <i>Email</i>                | <i>Phone</i>       |
|----------------------------------------------------------|--------------------------------|-----------------------------|--------------------|
| <b>Butler Bourgeois</b><br>Area Executive Vice President | Producer                       | Butler_Bourgeois@ajg.com    | (225) 906-1231 (p) |
| <b>Adam Young</b><br>Client Service Manager              | Client Service Manager         | Adam_Young1@ajg.com         | (512) 652-2640 (p) |
| <b>Certificates</b><br>Certificates                      | Certificate Request            | certrequests@ajg.com        | -                  |
| <b>Claims</b><br>Claims                                  | Claims Reporting and Advocates | GGB.NRCClaimsCenter@ajg.com | (225) 906-0128 (p) |

## Program Structure

Named Insured

| Named Insured              | Equipment Breakdown | Workers' Compensation | Cyber Liability |
|----------------------------|---------------------|-----------------------|-----------------|
| City of Baker School Board | X                   | X                     | X               |

**Note:** Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

## Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

| <i>Line Of Coverage</i> | <i>Insurance Company ** (AM Best Rate/Financial Strength)</i>        | <i>Market Response *</i> | <i>Admitted ***</i> |
|-------------------------|----------------------------------------------------------------------|--------------------------|---------------------|
| Equipment Breakdown     | The Hartford Steam Boiler Inspection and Insurance Company (A++ XII) | Quoted                   | Admitted            |
| Workers' Compensation   | Louisiana Workers' Compensation Corp (A XI )                         | Quoted                   | Admitted            |
| Cyber Liability         | Underwriters at Lloyd's, London (A XV)                               | Quoted                   | Non-Admitted        |

\*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\*\*Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

\*\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

## Premium Summary

The estimated program cost for the options are outlined in the following table:

| <i>Line of Coverage</i>      |                        | <i>Expiring</i>                                            | <i>Proposed</i>                                            |
|------------------------------|------------------------|------------------------------------------------------------|------------------------------------------------------------|
|                              |                        | The Hartford Steam Boiler Inspection and Insurance Company | The Hartford Steam Boiler Inspection and Insurance Company |
| <b>Equipment Breakdown</b>   | Premium                | \$2,031.00                                                 | \$2,374.00                                                 |
|                              | <b>Estimated Cost*</b> | <b>\$2,031.00</b>                                          | <b>\$2,374.00</b>                                          |
|                              |                        | Louisiana Workers' Compensation Corp                       | Louisiana Workers' Compensation Corp                       |
| <b>Workers' Compensation</b> | Premium                | \$22,925.00                                                | \$31,113.00                                                |
|                              | <b>Estimated Cost*</b> | <b>\$22,925.00</b>                                         | <b>\$31,113.00</b>                                         |
|                              | Exposure / TIV         | Payroll / \$706,813                                        | Payroll / \$655,620                                        |
|                              |                        | Underwriters at Lloyd's, London                            | Underwriters at Lloyd's, London                            |
| <b>Cyber Liability</b>       | Premium                | \$10,000.00                                                | \$10,000.00                                                |
|                              | <b>Estimated Cost*</b> | <b>\$10,794.31</b>                                         | <b>\$10,812.33</b>                                         |
| <b>Total Program Cost</b>    |                        | <b>\$37,750.31</b>                                         | <b>\$44,299.33</b>                                         |

\*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **The Hartford Steam Boiler Inspection and Insurance Company (Hartford Financial Services Group)** is valid until **7/15/2026**

Quote from **Louisiana Workers' Compensation Corp (Louisiana Workers' Compensation Corp)** is valid until **7/15/2026**

Quote from **Underwriters at Lloyd's, London** is valid until **7/15/2026**

Gallagher is responsible for the placement of the following lines of coverage:

**Equipment Breakdown**

**Workers' Compensation**

**Excess Cyber Liability**

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

## Full Program Details

### Equipment Breakdown

| Carrier Information   | Expiring                                                           | Proposed                                                           |
|-----------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| Policy Term           | 7/15/2025 – 7/15/2026                                              | 7/15/2026 - 7/15/2027                                              |
| Carrier               | The Hartford Steam Boiler Inspection and Insurance Company         | The Hartford Steam Boiler Inspection and Insurance Company         |
| A.M. Best Rating      | A++ XII                                                            | A++ XII                                                            |
| Admitted/Non-Admitted | Admitted                                                           | Admitted                                                           |
| Payment Plan          | All Premiums and any fees are due to RPS within 20 days of binding | All Premiums and any fees are due to RPS within 20 days of binding |
| Payment Method        | Agency Bill                                                        | Agency Bill                                                        |

| Standard Coverages        | Expiring      | Proposed      |
|---------------------------|---------------|---------------|
| Equipment Breakdown Limit | \$100,000,000 | \$100,000,000 |
| Business Income Limit     | Included      | Included      |
| Property Damage           | Included      | Included      |
| Extra Expense             | Included      | Included      |

| Additional Coverages                                                                                                                | Expiring    | Proposed    |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| <b>Coverage Applies To: All Locations</b>                                                                                           | -           | -           |
| Civil Authority                                                                                                                     | Included    | Included    |
| Contingent Business Income                                                                                                          | \$2,500,000 | \$2,500,000 |
| Data Restoration                                                                                                                    | \$2,500,000 | \$2,500,000 |
| Demolition                                                                                                                          | \$2,500,000 | \$2,500,000 |
| Expediting Expenses                                                                                                                 | Included    | Included    |
| Green                                                                                                                               | \$25,000    | \$25,000    |
| Hazardous Substances                                                                                                                | \$2,500,000 | \$2,500,000 |
| Mold                                                                                                                                | \$25,000    | \$25,000    |
| Newly Acquired Locations                                                                                                            | Included    | Included    |
| Off Premises Equipment Breakdown                                                                                                    | \$2,500,000 | \$2,500,000 |
| Ordinance or Law                                                                                                                    | \$2,500,000 | \$2,500,000 |
| Perishable Goods                                                                                                                    | Included    | Included    |
| Public Relations                                                                                                                    | \$5,000     | \$5,000     |
| Service Interruption                                                                                                                | Included    | Included    |
| Newly Acquired Locations                                                                                                            | 365 Days    | 365 Days    |
| Extended Period of Restoration:                                                                                                     | 365 Days    | 365 Days    |
| Miscellaneous Unnamed Locations Limit:<br>(Applies to locations you own or lease that are not listed on the Schedule of Locations.) | \$1,000,000 | \$1,000,000 |

| Deductibles/SIR                       | Expiring | Proposed |
|---------------------------------------|----------|----------|
| Deductible - Combined, All Coverages. | \$1,000  | \$1,000  |

| Deductibles/SIR                                         | Expiring | Proposed |
|---------------------------------------------------------|----------|----------|
| Deductible - Interruption of Service<br>Waiting Period: | 4 Hours  | 4 Hours  |

| Coinsurance | Expiring                                                | Proposed                                                |
|-------------|---------------------------------------------------------|---------------------------------------------------------|
| Coinsurance | Business Income Coinsurance: Waived<br>Until 07/15/2026 | Business Income Coinsurance: Waived<br>Until 07/15/2027 |

| Endorsements (including but not limited to) |
|---------------------------------------------|
| Equipment Breakdown Coverage Form           |

**Other Significant Terms and Conditions/Restrictions:**
**Description**

Omnibus Location Wording - See Endorsement  
 Covered Cause of Loss  
 Accident - Included  
 Electronic Circuitry Impairment - Included  
 Covered Services as defined under "interruption of service" includes "cloud computing service"  
 Notice of Cancel. other than non-payment: 90 Days

## Workers' Compensation

| Carrier Information   | Expiring                             | Proposed                             |
|-----------------------|--------------------------------------|--------------------------------------|
| Policy Term           | 7/15/2025 – 7/15/2026                | 7/15/2026 - 7/15/2027                |
| Carrier               | Louisiana Workers' Compensation Corp | Louisiana Workers' Compensation Corp |
| A.M. Best Rating      | A XI                                 | A XI                                 |
| Admitted/Non-Admitted | Admitted                             | Admitted                             |
| Payment Plan          | 10% down, 9 equal installments       | 10% down, 9 equal installments       |
| Payment Method        | Direct Bill                          | Direct Bill                          |

| Experience Modification Factors |
|---------------------------------|
| 1.09 - LA                       |
| 1.09 - LA                       |
| 1.09 - LA                       |

| States                          |
|---------------------------------|
| States Covered: LA              |
| States Excluded: OH, ND, WA, WY |
| Extraterritorial Jurisdictions: |

| Standard Coverages                                                    | Expiring    | Proposed    |
|-----------------------------------------------------------------------|-------------|-------------|
| Coverage A - Workers' Compensation                                    | Statutory   | Statutory   |
| Employers' Liability Limits Bodily Injury by Accident - Each Accident | \$1,000,000 | \$1,000,000 |
| Employers' Liability Limits Bodily Injury by Disease - Each Employee  | \$1,000,000 | \$1,000,000 |
| Employers' Liability Limits Bodily Injury by Disease - Policy Limit   | \$1,000,000 | \$1,000,000 |

| Deductibles/SIR                    | Expiring | Proposed |
|------------------------------------|----------|----------|
| Deductible - Workers' Compensation | None     | None     |

| Endorsements (including but not limited to)                                                |
|--------------------------------------------------------------------------------------------|
| Policy Information Page - WC 00 00 01B                                                     |
| Workers Compensation and Employers Liability Insurance Policy - WC 00 00 00C               |
| General Endorsement - LWCC 4                                                               |
| Limited Other States Endorsement - LWCC 13B                                                |
| Premium Obligations Endorsement - LWCC 38C                                                 |
| Waiver of Our Right to Recover From Others - WC 00 03 13                                   |
| Notification of Change in Ownership Endorsement - WC 00 04 14                              |
| Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement - WC 00 04 21F    |
| Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement - WC 00 04 22C |
| Louisiana Amendatory Endorsement - LWCC 17 06 01K                                          |
| Standard Notice of Compliance - LWCC 9091                                                  |

| Exclusions (including but not limited to) |
|-------------------------------------------|
|-------------------------------------------|

**Exclusions (including but not limited to)**

|                                                                 |
|-----------------------------------------------------------------|
| Owners or Officers                                              |
| Bodily Injury to an Employee While Employed in Violation of Law |
| Bodily Injury Intentionally Caused by Insured                   |
| Longshore & Harbor Workers' Act                                 |
| Federal Employers' Liability Act                                |
| Assumptions under Contract                                      |

**Subject to Audit: Annually****Auditable Exposures:**

| State | Class Code | Description                                         | Rate per \$100 | Renewal Exposure |
|-------|------------|-----------------------------------------------------|----------------|------------------|
| LA    | 7380       | Drivers Chauffeurs & Their Helpers NOC - Commercial | \$8.80         | \$252,618        |
| LA    | 8868       | College: Professional Employees & Clerical          | \$0.60         | \$198,700        |
| LA    | 9101       | College: All Other Employees                        | \$4.28         | \$204,302        |

**Other Significant Terms and Conditions/Restrictions:****Description**

Foreign Terrorism \$1,502.00

## Cyber Liability

| Carrier Information   | Expiring                        | Proposed                        |
|-----------------------|---------------------------------|---------------------------------|
| Policy Term           | 7/15/2025 – 7/15/2026           | 7/15/2026 - 7/15/2027           |
| Carrier               | Underwriters at Lloyd's, London | Underwriters at Lloyd's, London |
| A.M. Best Rating      | A XV                            | A XV                            |
| Admitted/Non-Admitted | Non-Admitted                    | Non-Admitted                    |
| Payment Plan          | Annual                          | Annual                          |
| Payment Method        | Agency Bill                     | Agency Bill                     |

| Core Cyber Coverages                                              | Expiring                                                                                                                  | Proposed                                                                                                                  |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Insuring Clause 1: Cyber Incident Response</b>                 | -                                                                                                                         | -                                                                                                                         |
| Section A: Incident Response Costs                                | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| Section B: Legal And Regulatory Costs                             | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| Section C: It Security And Forensic Costs                         | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| Section D: Crisis Communication Costs                             | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| <b>Section E: Privacy Breach Management Costs</b>                 | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| <b>Section F: Third Party Privacy Breach Management Costs</b>     | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| Section G: Post Breach Remediation Costs                          | \$50,000 each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event | \$50,000 each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event |
| <b>Insuring Clause 2: Cyber Crime</b>                             | -                                                                                                                         | -                                                                                                                         |
| Section A: Funds Transfer Fraud                                   | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| Section B: Invoice Manipulation                                   | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| Section C: New Vendor Fraud                                       | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| Section D: Physical Goods Fraud                                   | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| Section E: Theft Of Personal Funds                                | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| Section F: Corporate Identity Theft                               | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| Section G: Theft Of Funds Held In Escrow                          | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| Section H: Theft Of Client Funds                                  | \$50,000 each and every claim                                                                                             | \$50,000 each and every claim                                                                                             |
| Section I: Customer Payment Fraud                                 | \$50,000 each and every claim                                                                                             | \$50,000 each and every claim                                                                                             |
| Section J: Telephone Hacking                                      | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| Section K: Unauthorized Use Of Computer Resources                 | \$250,000 each and every claim                                                                                            | \$250,000 each and every claim                                                                                            |
| <b>Insuring Clause 3: Cyber Extortion</b>                         | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| <b>Insuring Clause 4: System Damage And Business Interruption</b> | -                                                                                                                         | -                                                                                                                         |
| Section A: System Damage And Rectification Costs                  | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| Section B: Hardware Replacement Costs                             | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |
| Section C: Income Loss And Extra Expense                          | \$1,000,000 each and every claim                                                                                          | \$1,000,000 each and every claim                                                                                          |

| Core Cyber Coverages                                               | Expiring                                                   | Proposed                                                   |
|--------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|
| Section D: Emergency And Additional Operational Continuity Costs   | \$1,000,000 each and every claim                           | \$1,000,000 each and every claim                           |
| Section E: Voluntary And Regulatory Shutdown                       | \$1,000,000 each and every claim                           | \$1,000,000 each and every claim                           |
| Section F: Dependent Business Interruption                         | \$1,000,000 each and every claim                           | \$1,000,000 each and every claim                           |
| Section G: Consequential Reputational Harm                         | \$1,000,000 each and every claim                           | \$1,000,000 each and every claim                           |
| Section H: Lost Or Missed Bids                                     | \$1,000,000 each and every claim                           | \$1,000,000 each and every claim                           |
| Section I: Claim Preparation Costs                                 | \$25,000 each and every claim                              | \$25,000 each and every claim                              |
| <b>Insuring Clauses 5 And 7 - 9 Combined</b>                       | \$1,000,000 in the aggregate                               | \$1,000,000 in the aggregate                               |
| Aggregate limit of liability                                       | \$1,000,000 in the aggregate                               | \$1,000,000 in the aggregate                               |
| <b>Insuring Clause 5: Network Security &amp; Privacy Liability</b> | -                                                          | -                                                          |
| Section A: Network Security Liability                              | \$1,000,000 in the aggregate, including costs and expenses | \$1,000,000 in the aggregate, including costs and expenses |
| Section B: Privacy Liability                                       | \$1,000,000 in the aggregate, including costs and expenses | \$1,000,000 in the aggregate, including costs and expenses |
| Section C: Management Liability                                    | \$1,000,000 in the aggregate, including costs and expenses | \$1,000,000 in the aggregate, including costs and expenses |
| Section D: Regulatory Fines, Penalties And Investigation Costs     | \$1,000,000 in the aggregate, including costs and expenses | \$1,000,000 in the aggregate, including costs and expenses |
| Section E: PCI Fines, Penalties And Assessments                    | \$1,000,000 in the aggregate, including costs and expenses | \$1,000,000 in the aggregate, including costs and expenses |
| Section F: Contingent Bodily Injury                                | \$250,000 in the aggregate, including costs and expenses   | \$250,000 in the aggregate, including costs and expenses   |
| <b>Insuring Clause 6: Criminal Reward Cover</b>                    | \$100,000 each and every claim                             | \$100,000 each and every claim                             |
| <b>Insuring Clause 7: Media Liability</b>                          |                                                            |                                                            |
| Section A: Defamation                                              | \$1,000,000 in the aggregate, including costs and expenses | \$1,000,000 in the aggregate, including costs and expenses |
| Section B: Intellectual Property Rights Infringement               | \$1,000,000 in the aggregate, including costs and expenses | \$1,000,000 in the aggregate, including costs and expenses |
| <b>Insuring Clause 9: Court Attendance Costs</b>                   | \$100,000 in the aggregate                                 | \$100,000 in the aggregate                                 |
| Form Type                                                          | Claims-Made                                                | Claims-Made                                                |
| Retroactive Date                                                   | Unlimited                                                  | Unlimited                                                  |

| Cyber Liability Deductible | Expiring | Proposed |
|----------------------------|----------|----------|
| Deductible                 | \$10,000 | \$10,000 |

**Binding Requirements:****Description**

- Satisfactory fully completed version of the application form, dated within 30 days of the required inception date. (Terms subject to change) (prior to binding)
- Completed Renewal Application (including any additional items listed on the application)
- Most Recent Audited Financials

## Payment Plans

| <i>Carrier / Payable Carrier</i>                                                                      | <i>Line Of Coverage</i> | <i>Payment Schedule</i>                                            | <i>Payment Method</i> |
|-------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------------------------|-----------------------|
| <b>The Hartford Steam Boiler Inspection and Insurance Company (Hartford Financial Services Group)</b> | Equipment Breakdown     | All Premiums and any fees are due to RPS within 20 days of binding | Agency Bill           |
| <b>Louisiana Workers' Compensation Corp (Louisiana Workers' Compensation Corp)</b>                    | Workers' Compensation   | 10% down, 9 equal installments                                     | Direct Bill           |
| <b>Underwriters at Lloyd's, London</b>                                                                | Excess Cyber Liability  | Annual                                                             | Agency Bill           |

## Proposal Disclosures

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### ***Proposal Disclaimer***

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### ***Compensation Disclosure***

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

### ***TRIA/TRIPRA Disclaimer***

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

**Terms and Conditions**

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

**Services**

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

**Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

**Dispute Resolution**

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration

proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

#### ***Electronic Delivery***

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

#### ***Miscellaneous Terms***

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Client Signature Requirements

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 7/21/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

|                                                                 | Coverage/Carrier                                                                         |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Equipment Breakdown</b><br>The Hartford Steam Boiler Inspection and Insurance Company |
| <b>*Included</b>                                                | <b>TRIA - Equipment Breakdown</b>                                                        |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Workers' Compensation</b><br>Louisiana Workers' Compensation Corp                     |
| <b>Included*</b>                                                | <b>TRIA - Workers' Compensation</b>                                                      |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Cyber Liability</b><br>Underwriters at Lloyd's, London                                |
| <b>*Included</b>                                                | <b>TRIA - Cyber Liability</b>                                                            |

\*For this coverage, TRIA cannot be rejected

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

### Coverage Amendments and Notes:

### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special,

exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

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

Print Name (Specify Title)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## Appendix

## Compensation Disclosure Schedule

**Client Name:** City of Baker School Board

| Coverage              | Carrier Name(s)                                                                                | Wholesaler, MGA, or Intermediary Name <sup>1</sup> | Est. Annual Premium <sup>2</sup> | Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee % |
|-----------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------------|----------------------------------------------------------------------|
| Equipment Breakdown   | The Hartford Steam Boiler Inspection and Insurance Company (Hartford Financial Services Group) | Risk Placement Services                            | \$2,374.00                       | 10 %                                                                 |
| Workers' Compensation | Louisiana Workers' Compensation Corp (Louisiana Workers' Compensation Corp)                    | N/A                                                | \$31,11300                       |                                                                      |
| Cyber Liability       | Underwriters at Lloyd's, London                                                                | Risk Placement Services                            | \$10,000.00                      | 11.5 %                                                               |

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

**Note:** When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health:** 15-25%
- **Aviation:** 14-15%
- **Contract Bonds:** 20-30%
- **All Other Bonds/Surety:** 30-35%
- **Builders Risk:** 15-18%
- **Property:** 15-22%
- **Inland Marine:** 20-22.5%
- **Ocean Marine:** 15-17.5%
- **Casualty:** 14-15%
- **Commercial Auto:** 12.5-15%
- **Package / Business Owners Package:** 15-16.8%
- **Workers Compensation:** 8-11%
- **All Other Commercial:** 10-20%
- **Executive/Professional Lines:** 15-17.5%
- **Medical Malpractice:** 10-12%

**Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.**

## Binding Requirements

| Coverage (Issuing Carrier)                                | Binding Requirements                                                                                                                                              |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cyber Liability</b><br>Underwriters at Lloyd's, London | Subject to:                                                                                                                                                       |
|                                                           | - Satisfactory fully completed version of the application form, dated within 30 days of the required inception date. (Terms subject to change) (prior to binding) |
|                                                           | - Completed Renewal Application (including any additional items listed on the application)                                                                        |
|                                                           | - Most Recent Audited Financials                                                                                                                                  |

## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting to Gallagher or Assistance in Reporting

| Coverage(s): Workers' Compensation                                                               | Report To:                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Louisiana Workers' Compensation Corporation<br><br>Policy Term: 07/15/2026 - 07/15/2027 | Insurer/TPA Name: Louisiana Workers' Compensation Corporation<br><br>Phone: 800-395-0303<br><br>Fax: 225-231-0951<br><br>Email: <a href="mailto:onlineclaims@lwcc.com">onlineclaims@lwcc.com</a><br><br>Web: <a href="https://www.lwcc.com/Employers/Claims">https://www.lwcc.com/Employers/Claims</a> |

| Coverage(s): Excess Cyber Liability                                                  | Report To:                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Underwriters at Lloyd's, London<br><br>Policy Term: 07/15/2026 - 07/15/2027 | Insurer/TPA Name: Underwriters at Lloyd's, London<br><br>Phone: McCord Phone#: 402-514-6100 / F/U Jessica Schere<br><a href="mailto:jschere@mccordclaims.com">jschere@mccordclaims.com</a> 402-51-6100 ext. 6201<br><br>Fax:<br><br>Email: <a href="mailto:claims@mccordclaims.com">claims@mccordclaims.com</a><br><br>Web: <a href="https://www.intlxs.com/">https://www.intlxs.com/</a> |

| Coverage(s): Equipment Breakdown                                                                                | Report To:                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: The Hartford Steam Boiler Inspection and Insurance Company<br><br>Policy Term: 07/15/2026 - 07/15/2027 | Insurer/TPA Name: The Hartford Steam Boiler Inspection and Insurance Company<br><br>Phone: 888-472-5677<br><br>Fax: 888-329-5677<br><br>Email: <a href="mailto:new_loss@hsb.com">new_loss@hsb.com</a><br><br>Web: <a href="https://www.munichre.com/hsb/en/services/claims.html">https://www.munichre.com/hsb/en/services/claims.html</a> |

| Coverage(s): Package Liability | Report To: Cyber liability                                                                                                              |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Gallagher Claim Center</b>  | Phone: 855-497-0578<br><br>Fax: 225-663-3224<br><br>Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a> |

# Gallagher STEP



STEP



## Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

**Gallagher Safety Training Education Platform (STEP)** is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

### Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit [ajg.com/us/gallagher-step/](http://ajg.com/us/gallagher-step/) to learn more.

### Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

### Gallagher CORE360®



Gallagher CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

# Sample of Available Training Modules and Safety Shorts

## Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

## Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)

## Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

**The Gallagher Way.**  
Since 1927.

Please visit [ajg.com/us/gallagher-step/](http://ajg.com/us/gallagher-step/) to learn more.

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## Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

### To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at [support@eriskhub.com](mailto:support@eriskhub.com)

### Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

### Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.

[ajg.com](http://ajg.com) The Gallagher Way. Since 1927.



Insurance | Risk Management | Consulting

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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# Empower Your Business with Gallagher Go



Insurance | Risk Management | Consulting

Gallagher Go was designed with our clients in mind.

Experience the convenience of the Gallagher Go Client Portal, where you can effortlessly access your insurance coverages, initiate service requests, manage certificates and explore a wealth of resources to manage your risk. Whether you're at the office or on the go, Gallagher Go is available 24/7, ensuring you have everything you need at your fingertips with just a click.

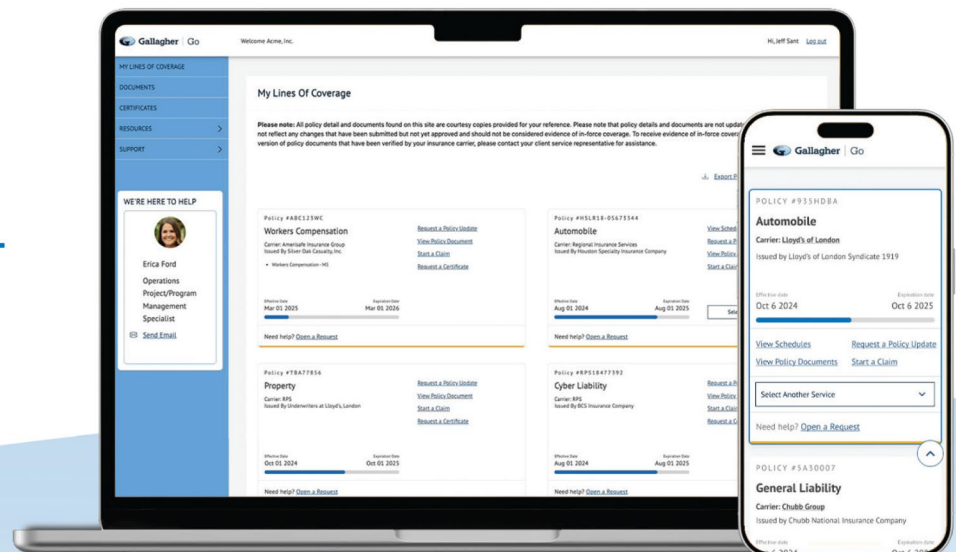
## With Gallagher Go, gain access to:

- **Simplified access:** One home for your Gallagher digital tools and resources
- **24/7 availability:** Anytime, anywhere — from a computer, phone or tablet
- **Streamlined support:** Submit requests securely and instantly to your Gallagher team

## A centralized home for your risk management needs, from services to insight:

- View your policies and coverage details
- Retrieve and share documents
- Manage certificates
- Submit service requests
- Access Gallagher Drive® reports

Get in touch with a Gallagher representative to learn more.



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# Contractual Risk Compliance



Insurance | Risk Management | Consulting

## Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**<sup>SM</sup> ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.



### Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

### Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.\*

### Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

|           |                |                             |
|-----------|----------------|-----------------------------|
| W-9 forms | OSHA mod rates | Background checks           |
| MVRs      | Contracts      | Certifications and licenses |

### Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

\*Tier 2 model.



### Learn More About CORE360®

Gallagher Verify is part of Gallagher CORE360, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

### Tiers of service tailored to the needs of your organization

|                                                                                                                          | Tier 1 | Tier 2 |
|--------------------------------------------------------------------------------------------------------------------------|--------|--------|
| Gallagher Verify cloud software                                                                                          | ✓      | ✓      |
| Dedicated implementation project managers (includes data entry and software configuration)                               | ✓      | ✓      |
| Automated COI endorsement and document compliance verification                                                           | ✓      | ✓      |
| Automated noncompliance and renewal notifications to vendors                                                             | ✓      | ✓      |
| Client access to software support                                                                                        | ✓      | ✓      |
| Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets                              | ✓      | ✓      |
| Risk management consulting for clients (insurance requirement exception guidance)                                        |        | ✓      |
| Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance) |        | ✓      |
| Weekly or monthly client stewardship calls with a risk advisor                                                           |        | ✓      |
| Unlimited phone support for vendors with insurance and contract-related questions                                        |        | ✓      |

### Verified Testimonial

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

**The Gallagher Way.**  
Since 1927.

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The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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## Basic company details

Please complete the following details for the entire company or group (including all subsidiaries) that is applying for the insurance policy. Any defined terms will be bolded and highlighted in blue and can be found in the glossary at the end of this application form:

|                                                 |                            |                                       |               |
|-------------------------------------------------|----------------------------|---------------------------------------|---------------|
| Company name:                                   | City of Baker School Board | CFC policy number:                    | ESO0340431638 |
| Primary address (address, state, ZIP, country): | 14750 Plank Road           |                                       |               |
| Description of business activities:             | Government/School District |                                       |               |
| Website address:                                | www.bakerschools.org       |                                       |               |
| Date established (MM/DD/YYYY):                  |                            | Number of employees:                  | 148           |
| Last 12 months gross revenue: \$                | 21,967,000.00              | Revenue from international sales (%): | 0             |
| Last 12 months gross profit: \$                 |                            |                                       |               |

Please state which financial institution(s) you use for your commercial banking:

|  |
|--|
|  |
|--|

## Primary contact details

Please provide contact details for the individual within your organization who is primarily responsible for IT security. These details will be used to provide information about downloading our incident response app and receiving risk management alerts and updates:

|                |                  |                   |                          |
|----------------|------------------|-------------------|--------------------------|
| Contact name:  | Micheal Speek    | Position:         | IT Network Administrator |
| Email address: | mspeed@mistg.com | Telephone number: | 225-775-2159             |

## Previous cyber incidents

Please tick all the boxes below that relate to any cyber incident that you have experienced in the last three years (there is no need to highlight events that were successfully blocked by security measures):

|                                                 |                                         |                                                   |                                          |
|-------------------------------------------------|-----------------------------------------|---------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Cyber extortion        | <input type="checkbox"/> Data loss      | <input type="checkbox"/> Denial of service attack | <input type="checkbox"/> IP infringement |
| <input type="checkbox"/> Malware infection      | <input type="checkbox"/> Privacy breach | <input type="checkbox"/> Ransomware               | <input type="checkbox"/> Theft of funds  |
| <input type="checkbox"/> Other (please specify) |                                         |                                                   |                                          |

If you ticked any of the boxes above, did the incident(s) have a direct financial impact upon your business of more than \$10,000? ☐ Yes ☐ No

If 'yes', please provide more information below, including details of the financial impact and measures taken to prevent the incident from occurring again:

|  |
|--|
|  |
|--|

## Revenue analysis

Please provide the following details for your top 5 clients:

| Name of client: | Primary services: | Annual revenue derived from client: |
|-----------------|-------------------|-------------------------------------|
|                 |                   |                                     |
|                 |                   |                                     |
|                 |                   |                                     |
|                 |                   |                                     |
|                 |                   |                                     |



### IT infrastructure and resourcing

Please confirm the name of your [managed service provider](#) (if applicable):

What is the approximate number of servers on your network?

What is the approximate number of desktops and laptops on your network?

What is your annual IT budget?

What approximate percentage of your IT budget is spent on IT security?

Is any part of your IT infrastructure outsourced to third party technology providers, including application service providers? ☒ Yes ☐ No

If you answered "yes" to the question above, please list your critical third party technology providers below (up to a maximum of 10), including a brief summary of the technology services they provide for you:

Email Security Provider is Barracuda  
Phishing Messages Protected by SPF, SKIM, Dmarc

### Data storage and management

Please provide the approximate number of unique individuals that you collect, store and/or process personally identifiable information from, whether on your own systems or with third parties:

Data type

Number of unique individuals

Sensitive data (e.g. medical records, passport details, social security numbers etc):

Non-sensitive data (e.g. full names, addresses, email addresses etc):

Please describe your approach towards protecting sensitive and confidential information (e.g. access controls, encryption, network segmentation etc):

Microsoft Azure/Google Apps

Please provide details of how often you purge records that are no longer required:

Please provide details on how you store your back-ups of critical data (e.g. online back-ups stored on your organization's live environment, offline back-ups stored on a removable storage device that is fully disconnected and inaccessible from the live environment, back-ups stored with an online cloud storage provider etc.):

Backups are kept locally but separate from our network (Offline/air-gapped backup solution). Backups are kept in a dedicated cloud backup service.

Please provide details on the frequency of your back-ups, including the frequency of full system back-ups and the frequency of incremental/differential back-ups of critical data:

Backups are daily, 0-24 hours to restore.

Please provide details on how you secure your back-ups (e.g. back-ups are disconnected and inaccessible from the live environment, multi-factor authentication is required for access to cloud back-ups etc):

MFA / Backups are encrypted and we have immutable backups. Backups are secured with different access credentials from other administrator credentials.

Please provide details on how you test your back-ups, including details on how frequently you test the full restoration and recovery of key server configurations and data from back-ups:

Cloud Backup Service. Everything is covered with the previously described data backup solution.

Please provide details on the number of back-up copies you take, including details on how you prevent separate back-up copies being impacted by the same event (if applicable):

We use a cloud-syncing service.

## Endpoint security

Which [endpoint protection](#) product do you use on your network?

Please provide the name of the vendor and the product used:

Microsoft ATP

Do you use an [endpoint detection and response \(EDR\)](#) product on your network? ☒ Yes ☐ No

If "yes":

Which product do you use: Microsoft ATP

Please provide an overview of how your EDR product is monitored and managed (e.g. internal IT team or outsourced to a third party):

EDR is deployed on 100% of endpoints.

Is the EDR product deployed on all endpoints on your network? ☒ Yes ☐ No

If "no":

What percentage of endpoints do not have EDR deployed and why is it not deployed on these endpoints:

## Perimeter security

Do you have [next-generation firewalls](#) deployed at all network ingress/egress points? ☒ Yes ☐ No

How often do you conduct [vulnerability scanning](#) of your network perimeter?

How often do you conduct [penetration testing](#) of your network architecture?

Please provide details of the third party providers you use to conduct penetration testing (if applicable):

Please confirm whether [multi-factor authentication](#) is required for all remote access to your network: ☒ Yes ☐ No

If you use an alternative method for securing remote access to your network, such as certificate based authentication for devices, please provide details here:

Please confirm whether [multi-factor authentication](#) is required to access all cloud resources holding sensitive or confidential information: ☒ Yes ☐ No

## Email security

Please confirm that [multi-factor authentication](#) is enabled for remote access to all company email accounts: ☒ Yes ☐ No

Do you simulate phishing attacks to test employees at least annually? ☒ Yes ☐ No

Do you use [email filtering](#) software to scan all inbound and outbound email messages in order to filter out spam and malicious content? ☒ Yes ☐ No

If you answered "yes" to the previous question, please state the name of the vendor and product used for email filtering:

Barracuda

If you are an Office 365 user, please provide your Microsoft Secure Score (administrators can find the score using the following link <https://security.microsoft.com/securescore>):

Yes



## Network security

Please provide details on how you protect privileged user accounts (e.g. using privileged access management solutions, restricting privileged user accounts to specific devices, enhanced monitoring of accounts for anomalous usage, multifactor authentication enabled for remote access etc):

### Microsoft Azure and Local Active Directory

Do non-IT users have local administrator rights on their laptops/desktops? ☐ Yes ☒ No

Do you use a [network monitoring](#) solution to alert your organization to suspicious activity or malicious behavior on your network? ☒ Yes ☐ No

If you answered "yes" to the previous question, please state the name of the vendor and product used for network monitoring:

Microsoft ATP

Please provide details on whether you have a [Security Operations Centre \(SOC\)](#) that is responsible for event monitoring and detection, vulnerability management and incident response. Please include details on the hours of operation and whether this is an internal function or outsourced to a third party:

Do you have any end of life or end of support software? ☐ Yes ☒ No

If "yes", please provide details on what the end of life or end of support software is, how it is used, whether it is segregated from the rest of the network and if so, how it is segregated:

Please describe your patch management process and how you ensure that all critical patches are applied in a timely fashion, including a timeframe of how quickly you would implement patches for zero day vulnerabilities after they have been released by the vendor:

1-3 days

Please provide details of any major changes that you have planned for your IT infrastructure in the next 12 months (if any):



### Additional controls

Please confirm that **before** any change is made to a third party's account details, you obtain authorization from the third party via an authentication method which is different to the original method used to request the change? ☒ Yes ☐ No

Please confirm that **before** you transfer funds to an account that you haven't paid into before, you obtain authorization from the recipient of the funds via an authentication method which is different to the original method used to request the transfer? ☒ Yes ☐ No

Do you provide training on phishing/social engineering scams for all employees involved in transferring funds on behalf of your organization on at least an annual basis? ☒ Yes ☐ No

Please tick all the boxes below that relate to controls that you currently have implemented within your IT infrastructure (including where provided by a third party). If you're unsure of what any of these tools are, please refer to the explanations on the final page of this document.

- |                                                                      |                                                                   |                                                              |                                                           |
|----------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Application whitelisting         | <input type="checkbox"/> Asset inventory                          | <input type="checkbox"/> Custom threat intelligence          | <input checked="" type="checkbox"/> Database encryption   |
| <input checked="" type="checkbox"/> Data loss prevention             | <input type="checkbox"/> DDoS mitigation                          | <input checked="" type="checkbox"/> DMARC                    | <input checked="" type="checkbox"/> DNS filtering         |
| <input checked="" type="checkbox"/> Employee awareness training      | <input checked="" type="checkbox"/> Incident response plan        | <input type="checkbox"/> Intrusion detection system          | <input checked="" type="checkbox"/> Perimeter firewalls   |
| <input checked="" type="checkbox"/> Security info & event management | <input checked="" type="checkbox"/> Virtual private network (VPN) | <input checked="" type="checkbox"/> Web application firewall | <input checked="" type="checkbox"/> Web content filtering |

Please provide the name of the software or service provider that you use for each of the controls highlighted above:

DNS Service Provider is Deledao.

PowerShell is outlined in the Environment Recommendations by Microsoft

Use Mobile OTP (One-time password) to protect all local and remote access to privileged user accounts

Email Security Provider is Barracuda

NGAV is Microsoft Advanced Threat Protection

Cloud Provider is Microsoft Azure/Google Apps

### Important notice

By signing this form you agree that the information provided is both accurate and complete and that you have made all reasonable attempts to ensure this is the case by asking the appropriate people within your business. CFC Underwriting will use this information solely for the purposes of providing insurance services and may share your data with third parties in order to do this. We may also use anonymized elements of your data for the analysis of industry trends and to provide benchmarking data. For full details on our privacy policy please visit [www.cfcunderwriting.com/privacy](http://www.cfcunderwriting.com/privacy)

Contact name:

Position:

Signature:

Date (MM/DD/YYYY):

## Application whitelisting

A security solution that allows organizations to specify what software is allowed to run on their systems, in order to prevent any nonwhitelisted processes or applications from running.

## Asset inventory

A list of all IT hardware and devices an entity owns, operates or manages. Such lists are typically used to assess the data being held and security measures in place on all devices.

## Custom threat intelligence

The collection and analysis of data from open source intelligence (OSINT) and dark web sources to provide organizations with intelligence on cyber threats and cyber threat actors pertinent to them.

## Database encryption

Where sensitive data is encrypted while it is stored in databases. If implemented correctly, this can stop malicious actors from being able to read sensitive data if they gain access to a database.

## Data loss prevention

Software that can identify if sensitive data is being exfiltrated from a network or computer system.

## DDoS mitigation

Hardware or cloud based solutions used to filter out malicious traffic associated with a DDoS attack, while allowing legitimate users to continue to access an entity's website or web-based services.

## DMARC

An internet protocol used to combat email spoofing – a technique used by hackers in phishing campaigns.

## DNS filtering

A specific technique to block access to known bad IP addresses by users on your network.

## Email filtering

Software used to scan an organization's inbound and outbound email messages and place them into different categories, with the aim of filtering out spam and other malicious content.

## Employee awareness

Training programmes designed to increase employees' security awareness. For example, programmes can focus on how to identify potential phishing emails.

## Endpoint detection and response (EDR)

A software tool that works by monitoring and collecting data from endpoints and recording the information in a central database where further analysis, detection, investigation, reporting and alerting take place.

## Endpoint protection

Software installed on individual computers (endpoints) that uses behavioral and signature based analysis to identify and stop malware infections.

## Incident response plan

Action plans for dealing with cyber incidents to help guide an organization's decision-making process and return it to a normal operating state as quickly as possible.

## Intrusion detection system

A security solution that monitors activity on computer systems or networks and generates alerts when signs of compromise by malicious actors are detected.

## Managed service provider

A third party organization that provides a range of IT services, including networking, infrastructure and IT security, as well as technical support and IT administration.

## Mobile device encryption

Encryption involves scrambling data using cryptographic techniques so that it can only be read by someone with a special key. When encryption is enabled, a device's hard drive will be encrypted while the device is locked, with the user's passcode or password acting as the special key.

## Multi-factor authentication

Where a user authenticates themselves through two different means when remotely logging into a computer system or web based service. Typically a password and a passcode generated by a physical token device or software are used as the two factors.

## Network monitoring

A system, utilizing software, hardware or a combination of the two, that constantly monitors an organization's network for performance and security issues.

## Next-generation firewalls

Software or hardware solutions that combines traditional firewall technology with additional functionality, such as encrypted traffic inspection, intrusion prevention systems and anti-virus.

## Penetration tests

Authorized simulated attacks against an organization to test its cyber security defences. May also be referred to as ethical hacking or red team exercises.

## Perimeter firewalls

Hardware solutions used to control and monitor network traffic between two points according to predefined parameters.

## Security info & event management (SIEM)

System used to aggregate, correlate and analyze network security information – including messages, logs and alerts – generated by different security solutions across a network.

## Security Operations Centre (SOC)

A facility that houses an information security team responsible for monitoring and analyzing an organization's security posture on an ongoing basis. The SOC team's goal is to detect, analyze and respond to cybersecurity incidents using a combination of technology solutions and a strong set of processes. SOC's can be internal and run by the organization themselves or outsourced to a third party.

## Virtual private network (VPN)

A VPN is an encrypted connection over the internet from a device to a network. The encrypted connection helps ensure that sensitive data is safely transmitted. Most commonly used to provide a secure remote connection to an organization's network.

## Vulnerability scans

Automated tests designed to probe computer systems or networks for the presence of known vulnerabilities that would allow malicious actors to gain access to a system.

## Web application firewall

Protects web facing servers and the applications they run from intrusion or malicious use by inspecting and blocking harmful requests and malicious internet traffic.

## Web content filtering

The filtering of certain web pages or web services that are deemed to pose a potential security threat to an organization. For example, known malicious websites are typically blocked through some form of web content filtering.

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 7/21/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

|                                                                 | Coverage/Carrier                                                                         |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Equipment Breakdown</b><br>The Hartford Steam Boiler Inspection and Insurance Company |
| *Included                                                       | <b>TRIA - Equipment Breakdown</b>                                                        |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Workers' Compensation</b><br>Louisiana Workers' Compensation Corp                     |
| Included*                                                       | <b>TRIA - Workers' Compensation</b>                                                      |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Cyber Liability</b><br>Underwriters at Lloyd's, London                                |
| *Included                                                       | <b>TRIA - Cyber Liability</b>                                                            |

\*For this coverage, TRIA cannot be rejected

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

### Coverage Amendments and Notes:

### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special,

exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

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

Print Name (Specify Title)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## 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: August, 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.

## **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, ~~such as~~ 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: August, 2024

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

## 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.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
DISASTER RECOVERY PROCUREMENT**

**CODE OF CONDUCT**

No employee, officer, or agent of the City of Baker School Board shall participate in the selection or in the award or administration of a contract supported by Disaster Recovery Community Development Block Grant (CDBG) funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the City of Baker School Board shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the City of Baker School Board attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

**PROCUREMENT PROCEDURES**

The director or supervisor of each department or agency of the City of Baker School Board responsible for procurement of services, supplies, equipment, or construction obtained with Disaster Recovery CDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The City of Baker School Board shall take affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The City of Baker School Board shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be

developed which will include participation by such businesses.

The City of Baker School Board shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

### SELECTION PROCEDURES

ALL procurement carried out with Disaster Recovery CDBG funds, where the City of Baker School Board is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The City of Baker School Board shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the City of Baker School Board encourage or participate in noncompetitive practices among firms. The City of Baker School Board is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The City of Baker School Board will not require unnecessary experience or bonding requirements.

Pursuant to state law and federal regulations (2 CFR 200.318), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

### METHODS OF PROCUREMENT

Direct procurement by the City of Baker School Board shall be made by using one of the following methods depending on the type of service to be procured.

### Small Purchase Procedures

Relatively simple, informal procurement procedures will be used where the purchase of materials, single task services, supplies, equipment, and/or other property will not cost in the aggregate more than \$100,000, except where further limited by state law or Disaster Recovery CDBG policy. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion.

### Competitive Sealed Bids/Formal Advertising

Under this procedure bids are publicly advertised in accordance with the state's Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used the following conditions shall be met.

1. The advertisement for bids shall be publicly advertised in accord with state law.
2. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
3. All bids shall be opened publicly at the time and place specified in the advertisement for bids.
4. A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
5. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the Disaster Recovery CDBG Program.

### Competitive Negotiation: Requests for Proposals/Qualification Statements

The technique of competitive proposals is normally conducted with more than one source submitting an offer. All competitive proposals shall be conducted using a formal RFP/RFQ containing at least the minimum items in the attached RFP/RFQ Outline (See Attachment A). It is generally used when conditions are not appropriate for the use of sealed bids. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

1. Requests for proposals or qualification statements must be advertised in a newspaper in the nearest metropolitan area in accordance with the rules of the state's Disaster Recovery CDBG Program. All submittals will be honored and entered into the competition.
2. Request for proposals or qualification statements shall contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished.
3. The request for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals shall always include cost and at least one non-cost evaluation factor.
4. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made; including the importance of cost (for RFPs).
5. Contract award will be made to the responsible offeror whose submission is deemed most appropriate to the City of Baker School Board with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.

For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

### Noncompetitive Negotiation/Sole Source

Noncompetitive negotiation shall be used when small purchase, formal advertising, or competitive negotiation procedures are not feasible. Noncompetitive negotiation will involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation shall only be used when written authorization has been obtained from the state's Office of Community Development/Disaster Recovery Unit (OCD/DRU). In order to qualify for this type of procurement, one of the following circumstances must apply:

1. The item or service is available only from a single source;
2. It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
3. After solicitation of a number of sources, competition is determined to be inadequate.

#### CONTRACT PRICING

Cost plus a percentage of cost and percentage of construction cost methods of contracting MUST NOT be used. The City of Baker School Board shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications in accordance with the requirements of "[Cost and Price Analysis for HUD Grantees and Funding Recipients](#)". Costs or prices based on estimated costs for Disaster Recovery CDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals [48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs incurred. Unit prices can be utilized when there is a definable work product and the contractor assume all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract MUST clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can

be established through adequate price competition and the solicitation is based principally on price. A fixed price contract MUST establish a guaranteed price that may not increase unless there is a contract amendment that increases the scope of the work.

#### PROCUREMENT RECORDS

The City of Baker School Board shall maintain records sufficient to detail the history of the procurement. The records shall include the following contract provisions and conditions:

1. Contracts other than small purchase shall contain provisions that allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 shall provide for termination for cause and for convenience by the City of Baker School Board including the manner in which it will be done and the basis for settlement.
3. All construction contracts and subcontracts in excess of \$10,000 shall include provisions which require compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
4. All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3).
5. All contracts or subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with 40 USC 3141 et seq. as supplemented by DOL regulations (29 CFR Part 5).
6. All construction or repair contracts or subcontracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment or mechanics or laborers, shall include a provision for compliance 40 USC 3701-3708 as supplemented by DOL regulations (29 CFR Part 5).
7. Each contract shall include a notice of OCD/DRU requirements and regulations pertaining to reporting and patent rights under any contract involving respect to any discovery or invention which arises or is developed in the course of or under such contract, and of the state requirements pertaining to copyrights and rights in data.
8. All negotiated contracts shall include a provision that makes it possible for the OCD/DRU, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the

contractor/firm for a period of five years after the City of Baker School Board formally closes out each Disaster Recovery CDBG program.

9. All contracts, subcontracts, and subgrants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of 42 USC 7606, Section 508 of the Clean Water Act (33 USC 1388), Executive Order 11738, and regulations under Title 48 of the Code of Federal Regulations.
10. Contracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
11. The City of Baker School Board will be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the OCD/DRU.

### CONTRACT ADMINISTRATION

The City of Baker School Board shall maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/firms will be a factor in subsequent contract negotiations and award. Remedial action by the City of Baker School Board through legal processes shall be considered in instances of identified significant nonperformance.

Adopted: October 1, 2024

Ref: 18 USC 874 (Anti-Kick-Back)  
33 USC 1388 (Section 508 Clean Water Act)  
40 USC 3141 et seq. (Wage Rate Requirements)  
40 USC 3701-3708 (Contract Work Hours and Safety Standards)  
42 USC 7606 (Air Pollution Prevention and Control)  
2 CFR 200 318-326 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)  
29 CFR Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants From the United States)  
29 CFR Part 5 (DOL Regulations)  
41 CFR Part 60 (Obligations of Contractors and Subcontractors)  
48 CFR (Federal Acquisition Regulations System)  
48 CFR Part 31 (Federal Cost Principles)  
P.L. 94-163 (Energy Policy and Conservation Act)  
Board minutes, 10-1-24

**PROCUREMENT POLICY**  
**ATTACHMENT A - RFP/RFQ OUTLINE**

A well-written RFP or RFQ will contain all of the information the proposers need to know in a manner that captures interest and is easy to follow. The RFP or RFQ should consist of an introduction and five sections, each of which is summarized briefly on this page:

1.     **Advertisement/Purpose (Introduction)** - Cover letter to summarize the services being solicited and the due date for proposals.
2.     **Program Information** - Include an overview of the grant/project status and a summary of the roles and responsibilities of all involved parties to provide the context for the solicited services and capture the interest of potential respondents.
3.     **Scope of Services** - Start with an overview of the solicited services, summarize general expectations, specify the anticipated role of the selected firm, and provide a detailed list of tasks to be accomplished. Should be connected to the fee proposal and be detailed enough to be in the final contract.
  - **Statement of Work (RFP only):** List in detail the tasks the selected consultant will be expected to perform. List must be detailed enough for consultant to provide price or estimated cost for the services.
4.     **Submission and Evaluation Requirements** - Describe what sections should be included in the proposal (e.g. approach, organization chart or staffing plan, fee proposal (RFP only), etc.) and what information each of those sections should contain. Also describe the criteria the Committee will use to evaluate the proposal and the weights for each criterion. Submission requirements and evaluation criteria should be linked.
  - **Approach section (RFP):** For each task identified in the scope of work, respondent is to describe how they would accomplish the task(s).
  - **Project staffing:** Include an organization chart, names and roles of principal staff members, time commitments for principal staff members, and attach resumes.
  - **Qualifications:** Include project summaries for your team's relevant experience, organized by firm or by type of experience.
  - **Fee proposal (RFP only):** Price for services described in the approach, broken out by task.

- Evaluation Criteria: List the criteria on which the proposals will be evaluated (e.g. creativity of approach, reasonableness of fee, quality of relevant qualifications, previous experience, etc.) and give the weighting for each criteria.
5. Schedule and Required Information - Provide information about the procurement not related to the actual project. This includes a schedule/timetable for the procurement, information on written questions and pre-proposal conference, contractual obligations, information on conflict of interest, and all other required clauses.
  6. Attachments - Provide any required forms (e.g. form for fee proposal or Certifications/Assurances), further clarify the expectations by including a sample contract, copies of the roles/ responsibilities checklist, and/or scopes

## 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 telephone number of the employee where such employee has chosen to have a private or unlisted home telephone number because of the nature of his/her occupation with such body.~~
1. The home and personal wireless telephone number of the employee ~~where such employee has requested that the number be confidential.~~
2. The home address of the employee ~~where such employee has requested that the address be confidential, except it shall be made available to recognized educational groups.~~
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: October, 2024

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.

## 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 ~~full~~ compensation for ~~all the~~ work ~~required and~~ performed ~~within by~~ each employee's ~~within his/her prescribed scope of~~ 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;
2. 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;
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 pro-rated 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: August, 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.

## 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 ~~physician, physician assistant~~ clinician certifying such illness. Clinician means a physician, physician assistant providing healthcare services in accordance with Louisiana law, or an advanced practice registered nurse ~~practitioner~~ providing healthcare services in accordance with Louisiana law, ~~certifying such absence upon return to work.~~ 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 ~~physician-clinician~~ specified by the Superintendent or School Board, in order to verify the existence of ~~an illness, injury, or~~ a medical ~~emergency.~~ necessity.

Excuses for employee absences due to illness or injury must be provided on ~~physician's clinician's~~ letterhead containing the ~~physician's-clinician's~~ name, address, and telephone number, typed, printed, or as part of the letterhead. The ~~physician's-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. ~~The initial six-year period of employment shall begin on August 15, 1999 for all teachers and bus operators employed as of that date, on August 15, 2008 for school employees employed as of that date, or on the effective date of employment for those employees employed after the dates above.~~ 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 ~~physician~~ 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 ~~teacher~~ 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 ~~physician~~-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 ~~physician~~-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 ~~a teacher~~ an employee uses extended sick leave, a statement from a ~~licensed physician~~-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.

~~On every occasion that a bus operator or school employee uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the bus operator or school employee to be absent for at least ten (10) consecutive work days shall be presented prior to extended sick leave being taken.~~

The required ~~physician's~~-clinician's statement may be presented along with the request for extended sick leave subsequent to the ~~teacher's or school~~ 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 ~~teacher or school~~ 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 [physician's 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 ~~ninety (90) days~~ [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 ~~PHYSICIAN'S~~ CLINICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the ~~physician's~~ 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 ~~licensed physician~~ clinician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the ~~physician's~~ 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 ~~licensed physician~~ clinician selected by the School Board or Superintendent. If the ~~physician~~ clinician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected ~~physician~~ clinician disagrees with the original medical certification from the ~~physician~~ 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* ~~licensed physician~~ clinician, whose name appears next in the rotation of ~~physicians~~ 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* ~~physician~~ clinician.
3. In the determination of the validity of a ~~physician's~~ clinician's certification, the opinion of *all* ~~physician's~~ 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 ~~physician~~ 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: August, 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.

## 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 ~~shall~~ may be made to the Sick Leave Bank ~~and not~~ 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

~~Donations of sick leave days shall be made directly to the Sick Leave Bank. 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.~~

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: August, 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.

## **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: September, 2024

Ref: La. Rev. Stat. Ann. '17:2122.

## 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

Crisis intervention means the implementation of an action plan for school personnel to implement when a student exhibits disruptive behaviors that prevent him from participating in classroom or daily activities. Crisis intervention may include the following:

The use of positive behavioral supports and sensory rooms or other calming spaces intentionally designed to help comfort and stabilize a student so that he may return to the classroom or daily activities.

In extraordinary circumstances, the use of seclusion and physical restraint as a means to safely de-escalate a situation in which a student poses a risk of imminent risk of harm to self or others.

Information about a school's use of crisis intervention, including the proper use of seclusion and physical restraint, shall be included in a school's student handbook and made available to the parent and legal guardian of each student with an *Individualized Education Program* or *Behavioral Intervention Plan*.

*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 designated separate room or area until he or she is no longer an ~~immediate danger~~ imminent risk of harm to self or others. Seclusion shall be used only as a last resort when de-escalation and other positive behavioral support attempts have failed and the student continues to pose an imminent risk of harm to self or others. Seclusion shall not be used as a routine school safety, discipline, or intervention measure or to address behaviors such as general non-compliance, self-stimulation, academic refusal, and other behaviors that, while disruptive to a classroom setting or other daily school activities, do not present an

imminent risk of harm to self or others. School employees shall respond to such behaviors with less strenuous and less restrictive techniques, such as those included in a school's or student's crisis intervention plan or a student's Individualized Education Program or Behavioral Intervention Plan.

*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~~ safe, secure and supervised setting and from which the student is involuntarily prevented from leaving until he/she is no longer at risk of imminent harm to self or others. A seclusion room shall:

- Be free of any object that poses a danger to the student placed in the room.
- Have an observation window and be of a size that is appropriate for the student's size, behavior, and chronological and developmental age.
- Have a ceiling height and heating, cooling, ventilation, and lighting systems comparable to operating classrooms in the school.

*Sensory room* means a room or space that is used for the monitored separation of a student in an unlocked setting in which school personnel may use positive behavioral interventions and support to help to calm or stabilize a student's disruptive behavior. A sensory room may also be referred to as a "calming room", "calming space", "comfort room", "comfort space", "sensory space", "timeout room", or "timeout space". The appropriate use of sensory rooms shall not be considered seclusion, which shall only be used for the limited purpose of responding to a student posing an imminent risk of harm to self or others.

*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~~ the use of manual restraint techniques that involve physical force applied to restrict the movement of all or part of a person's body. 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. A school employee holding a student for less than three consecutive minutes within any given hour for the protection of the student or others.
4. ~~Holding of a student, by one~~ A school employee holding a student 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.
5. Minimal physical contact for the purpose of safely escorting a student from one area to another.
6. Minimal physical contact for the purpose of assisting the student in completing a task or response.

Positive ~~behavior~~ behavioral 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.

School health designee means a school employee designated to assess the use of seclusion and physical restraint in the event that a school nurse is not present on a school campus at the time such measure is used.

Written guidelines and procedures means the written guidelines and procedures adopted by the School Board regarding appropriate responses to student behavior which may require intervention.

#### Documentation and Notification

Each principal or his/her designee shall notify each parent or legal guardian of a student enrolled at the school with an Individualized Education Program of the prohibition of the use of seclusion and physical restraint if the student has a condition who is known to have any medical or psychological condition that precludes such action, as certified by a pediatrician, neurologist, or mental health provided in a written statement provided to the school in which the student is enrolled. Such notification shall be made annually and be incorporated into the student's Individualized Education Program meeting.

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~~ by phone as soon as practicable but no later than the end of the same school day. The student's parent or other legal guardian shall also be notified in writing, ~~within twenty-four (24) hours~~ as outlined below, 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 next 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.~~

A school employee who secluded or physically restrained a student shall document and report the incident in accordance with School Board policies. The employee shall submit such report to the school principal by the end of the next school day following the incident. The principal or his designee shall submit the report to the parent by the end of the next school day following receipt of the report. At a minimum, the incident report shall include the following:

1. The name, age, grade, gender, race, and disability of the student secluded or restrained.
2. The date, time, location, and duration of the seclusion or physical restraint.
3. The name and title of each school employee involved and who was a witness.
4. A description of the events requiring the use of seclusion or physical restraint, including a description of the procedures and types of restraint used, any actions taken in an attempt to de-escalate the situation, and the student's behavior that suggest the student posed an imminent risk of harm to self or others.
5. A description of any student injuries, visible marks, or medical emergencies that occurred during or after the seclusion or physical restraint.
6. A description of the actions taken immediately following the student's release from seclusion or physical restraint, including actions to notify the student's parent or legal guardian.
7. A description of the student's actions immediately following the student's release from seclusion or restraint.

~~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 [Louisiana Department of Education](#) (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.

At the beginning of each school year, the written guidelines and procedures adopted by the School Board 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 physical 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)~~ three (3) 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) including any crisis intervention plans, 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: October, 2024  
Revised: October, 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.

## 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: October, 2024

Ref: La. Rev. Stat. Ann §§17:281, 17:412.

## 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 [physical](#) 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: August, 2024

Revised: September 2025

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.

## 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 ~~student, school nurse, classroom teacher, or other school personnel who has reason to believe that a student has a need to be tested for dyslexia and related disorders, that student shall be referred to the school building level committee for additional testing.~~ 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.

## SICKLE CELL DISEASE TRAINING

Each school nurse shall participate in an in-service training program of at least one hour relative to sickle-cell disease using instructional materials provided by the Louisiana Sickle Cell Commission to the State Department of Education.

## 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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Revised: October, 2024

Ref: La. Rev. Stat. Ann. §§14:403, 17:170, 17:392.1, 17:435, 17:436, 17:436.2, 17:436.4, [17:436.5](#), 17:2112, 40:31.3; Irving Independent School District v. Tatro, 104 S. Ct. 33371 (1984); Health and Safety, Bulletin 135, Louisiana Department of Education; Board minutes, 11-7-06, 9-2-09, 5-3-16, 7-25-18, 11-18-20, 12-6-22.

## 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: August, 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.

## 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 ~~an adjacent~~ 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, ~~and~~ per La. Rev. Stat. Ann. §17:436.1(M). The school nurse or trained school personnel may administer ~~it~~ naloxone or other opioid antagonists to any student or other person on school grounds in the event of an actual or perceived opioid emergency.

~~A school employee who has received at least six (6) hours of general training for medication administration from a registered nurse or a licensed medical physician that includes the emergency administration of naloxone, shall also be authorized to administer naloxone 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 ~~an adjacent~~ 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.

Revised: October, 2001  
 Revised: June, 2008  
 Revised: November 3, 2009  
 Revised: December, 2012  
 Revised: May 3, 2016

Revised: December, 2016  
 Revised: July 25, 2018  
 Revised: December 6, 2022  
 Revised: August 1, 2023  
 Revised: August, 2024

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.

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.

# CITY OF BAKER SCHOOL SYSTEM (CBSS)

FEDERAL PROGRAMS, COMPLIANCE, ACCOUNTABILITY, SPECIAL EDUCATION & EARLY CHILDHOOD

DRAFT FOR REVIEW BY SCHOOL BOARD

## FEDERAL PROGRAMS eGMS COMPLIANCE ASSISTANT

FULL-TIME | 12-MONTH | CENTRAL OFFICE

### POSITION SUMMARY

|                        |                                                                                                                                        |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Position Title:</b> | Federal Programs eGMS Compliance Assistant                                                                                             |
| <b>Department:</b>     | Federal Programs, Compliance, Accountability, Special Education & Early Childhood                                                      |
| <b>Reports To:</b>     | Director of Federal Programs, Compliance, Accountability, Special Education & Early Childhood                                          |
| <b>Supervises:</b>     | No direct supervisory responsibilities                                                                                                 |
| <b>FLSA Status:</b>    | Non-exempt recommended; final classification to be confirmed by Human Resources and Board counsel                                      |
| <b>Work Year:</b>      | Full-time, 12-month position                                                                                                           |
| <b>Work Location:</b>  | On-site at CBSS Central Office; district-site travel as needed                                                                         |
| <b>Pay Grade:</b>      | As established by the Board salary schedule                                                                                            |
| <b>Funding Source:</b> | Federal-program funds as allowable and allocable to assigned duties; local or other funds must support non-federal duties, if assigned |

### PRIMARY PURPOSE

The Federal Programs eGMS Compliance Assistant provides essential operational, clerical, and compliance support to ensure the City of Baker School System meets federal, state, and district requirements associated with ESSA-funded programs and other assigned grants. The position supports Electronic Grants Management System (eGMS) applications, amendments, documentation, monitoring preparation, financial alignment, inventory accountability, procurement records, and program implementation across Title I, Title II, Title IV, and other federal allocations. The assistant works closely with the Federal Programs Director, Business Office, school leaders, program staff, and vendors to maintain accurate, timely, organized, and audit-ready records.

### ESSENTIAL DUTIES & RESPONSIBILITIES

#### 1. eGMS Application and Grant Management Support

- Assists with drafting, entering, uploading, organizing, and tracking consolidated applications, amendments, budget revisions, and supporting documents in eGMS.
- Maintains application checklists, approval records, due dates, and status logs for each assigned federal program.
- Verifies that required narratives, budgets, assurances, attachments, and signatures are complete before submission for supervisory review.
- Tracks LDOE feedback, required revisions, approval status, and follow-up actions through final resolution.

#### 2. Compliance Documentation and Monitoring Readiness

- Maintains organized electronic and physical evidence files for LDOE monitoring, audits, internal reviews, and corrective-action follow-up.
- Collects and files time-and-effort records, inventory documentation, procurement records, program evidence, approvals, meeting records, and other required artifacts.
- Prepares evidence indexes, submission folders, crosswalks, and monitoring packets under the direction of the Federal Programs Director.
- Tracks missing documents and follows up with schools, departments, vendors, and responsible staff before established deadlines.

#### 3. Budget and Expenditure Tracking

- Supports coding accuracy by comparing purchase requests, purchase orders, invoices, payroll records, and expenditures to approved federal budgets.

- Maintains expenditure and obligation tracking tools for assigned grant programs and alerts the supervisor to potential variances, unbudgeted costs, or deadline concerns.
- Assists with expenditure reconciliation and documentation needed for budget amendments, reimbursement requests, monitoring, and closeout.
- Coordinates with the Business Office to ensure financial records and eGMS budgets remain aligned.

#### **4. Program Implementation and Cross-Department Coordination**

- Supports scheduling, communication, attendance records, agendas, sign-in sheets, evaluations, and documentation for Title-funded activities.
- Communicates professionally with schools, departments, vendors, and state agency personnel to obtain accurate and timely information.
- Assists school and district staff with required forms, documentation expectations, timelines, and evidence submission procedures.
- Maintains calendars and reminders for application, amendment, monitoring, procurement, inventory, reporting, and closeout deadlines.

#### **5. Data Entry, Reporting, and Recordkeeping**

- Enters accurate data into eGMS, SER, spreadsheets, shared drives, and other district or state systems as assigned and authorized.
- Maintains consistent file naming, version control, access permissions, retention practices, and secure handling of confidential records.
- Produces routine status reports, tracking summaries, document inventories, and deadline reports for supervisory review.
- Reviews entries and uploaded materials for completeness and accuracy before final submission or filing.

#### **6. Inventory and Property Management**

- Supports labeling, tagging, location tracking, physical verification, reconciliation, transfer, and disposition documentation for federally funded materials and equipment.
- Maintains records that identify the item, serial or property number, funding source, acquisition date and cost, location, condition, custodian, and disposition information when applicable.
- Assists with annual and periodic physical inventories and follows up on missing, relocated, damaged, or unverified equipment.
- Coordinates inventory records with Federal Programs, Special Education, Technology, schools, and the Business Office.

#### **7. Procurement Assistance and Internal Controls**

- Gathers quotations, prepares supporting purchase documentation, assists with purchase-order packets, and tracks approvals and receiving records.
- Maintains procurement documentation consistent with district policy, EDGAR requirements, Uniform Guidance, and applicable state and federal rules.
- Verifies that procurement files contain required quotes or solicitation records, approvals, invoices, receiving documentation, funding information, and inventory records when applicable.
- Supports segregation of duties and does not independently approve transactions, certify allowability, or authorize expenditures unless expressly assigned and permitted by district policy.

### **MINIMUM AND PREFERRED QUALIFICATIONS**

- MBA degree preferred.
- Experience in federal programs, grants administration, compliance, accounting, purchasing, records management, or school district operations preferred.
- Familiarity with eGMS or a comparable electronic grant-management system strongly preferred.
- Experience with spreadsheets, shared drives, document scanning, financial software, databases, and web-based reporting systems preferred.
- Strong organizational, written communication, interpersonal, documentation, and follow-up skills.
- Ability to manage multiple deadlines, maintain accurate records, and work with a high level of attention to detail.
- Ability to maintain confidentiality and handle student, personnel, program, and financial information appropriately.
- Ability to pass all background checks and employment requirements established by the district and applicable law.

## **KNOWLEDGE, SKILLS, AND ABILITIES**

- Working knowledge of federal grant administration, ESSA programs, Uniform Guidance, EDGAR, procurement documentation, inventory controls, and records retention, or the ability to learn these requirements quickly.
- Ability to use spreadsheets to sort, filter, reconcile, calculate, and track budgets, expenditures, purchase orders, invoices, equipment, deadlines, and compliance evidence.
- Ability to interpret instructions, checklists, monitoring protocols, grant budgets, and program documentation and to identify missing or inconsistent information.
- Ability to prepare clear, accurate, professional correspondence, reports, evidence indexes, and tracking summaries.
- Ability to prioritize competing assignments, meet fixed deadlines, and follow through on unresolved documentation requests.
- Ability to work collaboratively with central-office staff, school leaders, teachers, vendors, auditors, monitors, and state agency personnel.
- Ability to maintain orderly digital and physical filing systems that are readily retrievable and audit-ready.

## **PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT**

- Frequent sitting, standing, walking, typing, filing, scanning, telephone use, and operation of standard office equipment.
- May require lifting, carrying, moving, or inspecting boxes, files, laptops, tablets, equipment, or supplies up to 30 pounds, with assistance when needed.
- May require travel between district sites to collect documentation, verify inventory, support program activities, or assist with monitoring preparation.
- Work is generally performed in an office or school setting with frequent interruptions, sensitive information, and competing deadlines.

## **PERFORMANCE INDICATORS**

- eGMS applications, amendments, attachments, and revision requests are tracked and prepared accurately by established deadlines.
- Federal-program evidence files are complete, logically organized, current, and readily available for monitoring or audit review.
- Expenditure tracking records reconcile to available financial documentation and align with approved budgets or documented amendments.
- Procurement files contain the required approvals, quotations or solicitation records, invoices, receiving records, budget information, and inventory documentation when applicable.
- Federally funded inventory records are current and reconciled to physical equipment checks and location information.
- Program deadlines are tracked, reminders are provided in advance, and unresolved documentation requests are escalated promptly.
- Requests from the Federal Programs Director, Business Office, auditors, monitors, and state agencies are completed accurately and on time.

## **FUNDING ALIGNMENT AND TIME DISTRIBUTION**

This position may be supported by Title I, Part A; Title II, Part A; Title IV, Part A; IDEA; other federal programs; state funds; or local funds only to the extent assigned duties are allowable, allocable, reasonable, necessary, and properly documented for the applicable funding source. General district duties or work not allowable to a federal award must be supported by local or other appropriate funds. Duties and time distribution must be reviewed periodically and adjusted when responsibilities or funding sources change.