



**TO:** Members, Calcasieu Parish School Board  
**FROM:** Robert Barrentine, Chief Operations Officer  
**DATE:** August 22, 2023 – 5:00 p.m.  
**SUBJECT:** Administrative and Personnel Committee Meeting

### **AGENDA**

#### **A & P Committee Meeting Items**

1. School and Student Safety - EBBB
2. Carpool and Bus Line Safety - EDCC
3. Continuous Learning - IDCJ
4. Attendance - JB
5. Student Absences and Excuses - JBD
6. Corporal Punishment - JDA
7. Administration of Medication – JGCD
8. Enterprise Contract Clarification Pertaining to Local Dealerships
9. CPSB Stipend/Supplement Distribution Plan for 2023-2024
10. Salary Schedule Change

#### **A & P Committee Members:**

Shawn Baumgarten, Vice Chair  
Russell Castille  
Mary Fontenot  
Damon Hardesty  
Karen Hardy McReynolds  
Aaron Natali

Tony O'Banion  
Dean Roberts  
Desmond Wallace, Chair  
Dr. Betty Washington

*Building Foundations for the Future*

## **Item 1**

### **School and Student Safety**

## SCHOOL AND STUDENT SAFETY

The Calcasieu Parish School Board is committed to providing a safe environment for the students and employees of its schools. The School Board shall take immediate action to address any potential threats of violence or terrorism to students and employees as required by the *Louisiana School and Student Safety Act* (La. Rev. Stat. Ann. §§17:409.1-17:410).

The School Board shall develop, in consultation with local law enforcement agencies, age appropriate information regarding internet and cell phone safety and online content that is a potential threat to school safety. The information shall include how to recognize and report potential threats to school safety posted on the internet, including but not limited to social media posts. This information shall be distributed or explained to school personnel and students at the beginning of each school year, and posted on an easily accessible page of each school's website, as well as the website of the School Board. Such information shall include instruction on how to detect potential threats to school safety, visual examples of possible threats, and the process for reporting such threats.

DEFINITIONS

*Risk is imminent* means that the available facts, when viewed in light of surrounding circumstances, would cause a reasonable person to believe that the event stated in the threat is about to happen.

*School* is as defined by La. Rev. Stat. Ann. §17:236 as an institution for the teaching of children, consisting of an adequate physical plant, whether owned or leased, instructional staff members, and students, and which operates a minimum session of not less than one hundred eighty (180) days.

*Student* means any person registered or enrolled at a school.

*Threat is credible and imminent* means that the available facts, when viewed in light of surrounding circumstances, would cause a reasonable person to believe that the person communicating the threat actually intends to carry out the threat ~~in the near future or has the apparent ability to carry out the threat in the near future.~~

*Threat of terrorism* means communication, whether oral, visual, or written, including but not limited to electronic mail, letters, notes, social media posts, text messages, blogs, or posts on any social networking website, of any crime of violence that would reasonably cause any student, teacher, principal, or school employee to be in sustained fear for his safety, cause the evacuation of a building, or cause other serious disruption to the operation of a school.

*Threat of violence* means communication, whether oral, visual, or written, including but not limited to electronic mail, letters, notes, social media posts, text messages, blogs, or



posts on any social networking website, of any intent to kill, maim, or cause great bodily harm to a student, teacher, principal, or school employee on school property or at any school function.

### MANDATORY REPORTING

Any administrator, teacher, counselor, bus operator, or other school employee, whether full-time or part-time, who learns of a threat of violence or threat of terrorism, whether through oral communication, written communication, or electronic communication, shall:

1. ~~immediately report the threat to a local law enforcement agency if the threat is credible and imminent and, if the employee is not the school administrator, to the school administrator.~~
2. ~~immediately report the threat to school administrators for further investigation, in compliance with this policy, if the threat is not credible and imminent.~~

Upon being informed of the threat, the school administrator shall make reasonable efforts to attempt to inform all persons who are targets of the threat and shall take all necessary measures to protect their lives and safety.

The school administrator next shall make reasonable efforts to attempt to notify the appropriate personnel within the School District administration.

The school administrator and the School District administrator then shall determine if risk is imminent for any other persons because of the threat, and if so, notify them and make reasonable efforts to attempt to take measures to protect their lives and safety.

The school administrator and the School District administrator then shall determine whether to notify parents of the students at the school.

No person shall have a cause of action against any person for any action taken or statement made in adherence with the requirement for reporting as provided herein. However, the immunity from liability provided in this policy shall not apply to any action or statement if the action or statement was maliciously, willfully, and deliberately intended to cause harm to, harass, or otherwise deceive law enforcement or school officials.

### Reporting Procedures

The Superintendent shall develop and maintain administrative procedures for reporting potential threats to school safety. The reporting procedures, at a minimum, shall include:

1. A standardized form to be used by students and school personnel to report potential threats which requests, at a minimum, the following information:
  - A. Name of school, person, or group being threatened.



- B. Name of student, individual, or group threatening violence.
  - C. Date and time the threat was made.
  - D. Method by which the threat was made, including the social media outlet or website where the threat was posted, a screenshot or recording of the threat, if available, and any printed evidence of the threat.
- 2. A process for allowing school personnel to assist students in completing the standardized form.
  - 3. A process for allowing reporting by an automated voice system.
  - 4. A process for allowing anonymous reporting and for safeguarding the identity of a person who reports a threat.
  - 5. For every threat reported, a school administrator shall record, on the form provided, the action taken by the school.

If information reported to a school is deemed a threat the school shall present the form and evidence to local law enforcement agencies.

If the information poses an immediate threat, school administrators shall follow procedures provided in the school's *Crisis Management and Response Plan*.

### THREAT ASSESSMENT

When any threat of violence or terrorism has been reported to a school administrator, an investigation shall be made according to administrative procedures which shall include, at a minimum:

- 1. Conducting an interview with the person reporting a threat, the person allegedly making a threat, and all witnesses, and;
- 2. Securing any evidence, including but not limited to statements, writings, recordings, electronic messages, and photographs.

If the investigation results in evidence or information that raises a concern that a threat is credible, ~~and imminent, the threat shall be immediately reported to a local law enforcement agency for further investigation~~ the school and School District shall implement measures to provide for ongoing protection of the safety and lives of all students and staff at the school.

### MANDATORY EVALUATION EXAMINATION

If a law enforcement agency, based on its investigation as required by La. Rev. Stat. Ann.

§17:409.4, determines that a student's threat is credible and imminent, it shall report it to the district attorney, who may file a petition no later than seven (7) days after receiving such report with the appropriate judicial district court for medical, psychological, and psychiatric examination. Where the district attorney, in his/her discretion, decides not to file the petition or does not file such petition during the requisite period, the student who is the subject of a complaint and investigation shall be permitted to return to school unless the student is charged with assault on a teacher as provided in La. Rev. Stat. Ann. §14:38.2 or battery on a teacher as provided in La. Rev. Stat. Ann. §14:34.3. The school shall permit a student who is the subject of a complaint and investigation to return to school if at any point prior to a hearing the threat is determined not to be credible after an investigation by the school administration, a law enforcement agency, or the district attorney or by order of the court after a hearing unless the student is charged with assault on a teacher as provided in La. Rev. Stat. Ann. §14:38.2 or battery on a teacher as provided in La. Rev. Stat. Ann. §14:34.3. The school administrator shall notify any person who was a target of the threat at least two (2) school days prior to the student's return. The school administrator or his/her designee may conduct a search of the student or his property for weapons upon the student's return.

If the person who is reported to a local law enforcement agency is not a student, he or she shall not be permitted to be within five hundred feet (500') of any school until he or she has undergone a formal medical or mental health evaluation and has been deemed by a healthcare professional not to be dangerous to himself/herself or others. After such a determination, the person shall not be permitted in a school unless he has notified the school administrator of his intent to visit the school and he is notified that the administrator has provided at least two (2) school days' notice regarding the visit to anyone in the school who was directly threatened by the person. The school administrator may deny such person the right to visit the school.

#### LIABILITY

No person shall have a cause of action against any person for an action taken or statement made in adherence with this policy unless based on conduct that is maliciously, willfully, and deliberately intended to cause harm or harass.

New policy: September 11, 2018  
Revised: February 9, 2021  
Revised: July, 2023

Ref: La. Rev. Stat. Ann. §§17:236, 17:409.1, 17:409.2, 17:409.3, 17:409.4, 17:409.5, 17:410; Board minutes, 9-11-18, 2-9-21.



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the student is charged with assault on a teacher as provided in La. Rev. Stat. Ann. §14:38.2 or battery on a teacher as provided in La. Rev. Stat. Ann. §14:34.3. The school shall permit a student who is the subject of a complaint and investigation to return to school if at any point prior to a hearing the threat is determined not to be credible after an investigation by the school administration, a law enforcement agency, or the district attorney or by order of the court after a hearing unless the student is charged with assault on a teacher as provided in La. Rev. Stat. Ann. §14:38.2 or battery on a teacher as provided in La. Rev. Stat. Ann. §14:34.3. The school administrator shall notify any person who was a target of the threat at least two (2) school days prior to the student's return. The school administrator or his/her designee may conduct a search of the student or his property for weapons upon the student's return.

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## **Item 2**

### **Carpool and Bus Line Safety**

## CARPOOL AND BUS LINE SAFETY

The Calcasieu Parish School Board shall require safety rules for carpool and bus lines at any school that includes any of the grades kindergarten through five. The safety rules shall require, but not be limited to, the following:

1. Students shall remain a safe distance from the pick-up area behind something material or immaterial intended to block passage, as deemed appropriate for the particular school building.
2. Students shall wait in the pick-up area and wait for vehicles to come to a complete stop.
3. A student being dropped off shall remain in the appropriate passenger restraint until the vehicle in which he/she is a passenger comes to a complete stop.
4. A student in grades kindergarten through three shall be accompanied by a school employee while he/she is walking to and from a pick-up area.

New policy: July, 2023

Ref: La. Rev. Stat. Ann. §17:81.

## **Item 3**

### Continuous Learning



## CONTINUOUS LEARNING

In an effort to provide required instruction to students in times of extended school closures, the Calcasieu Parish School Board shall implement the *Continuous Learning Plan*, which allows modified operations for continuous learning on a short-, medium-, or long-term basis. The *Continuous Learning Plan* shall be posted on the School Board's website. It shall be updated annually by June 30<sup>th</sup>, and reviewed by stakeholders.

*Short-term modified operations:* A significant portion of the students/staff are not able to be on campus for 1-2 days for face-to face, direct instruction. Continuous learning expectations may be limited or smaller in scope depending on resource availability (e.g. community is without electricity for two (2) days).

*Medium-term modified operations:* A significant portion of the students/staff are not able to be on campus for 3-10 days for face-to face, direct instruction.

*Long-Term Modified Operations:* A significant portion of the students/staff are not able to be on campus for more than ten (10) days for face-to face, direct instruction. Operations should have more consistency and expectations of routines and instruction.

The plan shall include, but not be limited to:

1. Technology and connectivity;
2. Student and staff responsibilities;
3. Attendance;
4. Family strategic communication, engagement, and support; and,
5. Instructional quality.

*Remote instruction* is an educational model in which the student and educator are not physically present in a traditional classroom environment where instruction may be facilitated by the use of computers, technology, and the internet. *Hybrid instruction* is instruction provided via a combination of face-to-face and remote models.

New policy: July, 2023

Ref: La. Rev. Stat. Ann. §§17:81, 17:232; *Louisiana Handbook for School Administrators*, Bulletin 741, Louisiana Department of Education.

## **Item 4**

Attendance

## ATTENDANCE

In accordance with state law, it is the responsibility of every parent, tutor, or legal guardian of a child between the ages of seven (7) and eighteen (18) to enforce the attendance of his or her child at the school to which the student is assigned. Once a pupil arrives at school, he/she is expected to remain and attend each class throughout the day.

A student is considered to be in attendance when he or she is physically present at a school site or is participating in an authorized school activity and is under the supervision of authorized personnel. This definition for attendance would extend to students who are homebound, assigned to and participating in drug rehabilitation programs that contain a state-approved education component, participating in school-authorized field trips or other school-approved activities, or taking a state-approved virtual course.

- *Half-day attendance* - A student is considered to be in attendance for one-half day when he or she (1) is physically present at a school site or is participating in an authorized school activity and (2) is under the supervision of authorized personnel for more than 25% but not more than half (26%-50%) of the student's instructional day.
- *Whole-day attendance* - A student is considered to be in attendance for a whole day when he or she (1) is physically present at a school site or is participating in an authorized school activity and (2) is under the supervision of authorized personnel for more than 50% (51%-100%) of the student's instructional day.

Compulsory attendance laws and Louisiana Board of Elementary and Secondary Education (BESE) regulations require high school students to be in attendance a minimum of 30,060 minutes (equivalent to 83.5 six hour school days) per semester or 60,120 minutes (equivalent to 167 six-hour school days) a school year for schools not operating on a semester basis in order to be eligible to receive credit for courses taken.

Elementary students shall be in attendance a minimum of 60,120 minutes (equivalent to 167 six-hour days) a school year in order to be eligible to receive credit for courses taken.

Students in danger of failing due to excessive absences may be allowed to make up missed time in class sessions held outside the regular class time. The make up sessions must be completed before the end of the current semester and all other applicable policies must be met.

#### ATTENDANCE FOR REMOTE OR HYBRID INSTRUCTION

During remote or hybrid instruction, students are considered to be in attendance when attendance is checked and recorded on each school day at the beginning of each class period in accordance with La. Rev. Stat. Ann. §17:232, and Bulletin 741, Louisiana



Handbook for School Administrators, and one of the following requirements is met:

- The student logs into synchronous online instruction at the designated time for the course in which the student is enrolled.
- Evidence exists that the student accessed a planned asynchronous instructional activity.

Remote instruction is an educational model in which the student and educator are not physically present in a traditional classroom environment where instruction may be facilitated by the use of computers, technology, and the internet.

Hybrid instruction is instruction provided via a combination of face-to-face and remote models.

## JURISDICTION

All students shall be under the jurisdiction of the school during normal school hours, from the time the student arrives at school each day until he or she leaves the school campus in the afternoon. In case a student rides a bus, he or she shall be under the jurisdiction of the school from the time he or she boards the bus until the student exits the bus in the afternoon. Students shall be under the jurisdiction of the school while attending any school sponsored activity either at school or away from school. This shall apply to all students, including athletic teams, pep clubs, band and other student organizations. In disciplinary matters, the School Board's authority may extend beyond the limits set forth above, in accordance with state law.

Revised: March, 1999

Revised: April, 2008

Revised: September, 2008

Revised: August, 2010

Revised: May, 2011

Revised: July 16, 2013

Revised: July, 2023

Ref: La. Rev. Stat. Ann. §§17:221, 17:226, 17:227, 17:232, 17:233; Louisiana Handbook for School Administrators, Bulletin 741, Louisiana Department of Education; Board minutes, 10-7-08, 10-5-10, 2-7-12, 7-16-13.

## ATTENDANCE

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## **Item 5**

### **Student Absences and Excuses**



## STUDENT ABSENCES AND EXCUSES

The Calcasieu Parish School Board recognizes that the fundamental right to attend the public schools places upon students the accompanying responsibility to be faithful in attendance. Regular attendance can be assumed to be essential for a student's successful progress in the instructional program.

The parent or legal guardian shall enforce the attendance of the student at the school to which the student is assigned.

The principal of a school, or his/her designee, shall notify the parent or legal guardian in writing on or before a student's *third* unexcused absence or unexcused occurrence of being tardy, and shall hold a conference with such student's parent or legal guardian. This notification shall include information relative to the parent or legal guardian's legal responsibility to enforce the student's attendance at school and the civil penalties that may be incurred if the student is determined to be habitually absent or habitually tardy. The student's parent or legal guardian shall sign a receipt for such notification.

Each school shall attempt to provide verbal notification to a child's parent, tutor, or legal guardian, and, if such verbal notification cannot be provided, then the school shall provide written notification to a child's parent, tutor, or legal guardian when that child has been absent from school for five (5) school days in schools operating on a semester basis, and for ten (10) days in schools not operating on a semester basis. The accumulation of days absent need not be consecutive.

No public elementary or secondary school student shall be permitted for any reason to absent himself/herself from school attendance during the school day upon his/her own authority, unless legally emancipated. The principal or designee shall make all reasonable efforts to verbally notify the parent or other person responsible for the student's school attendance of any such prohibited absence by a student.

### TYPES OF ABSENCES

The *days absent* for elementary and secondary school students shall include *non-exempted excused absences*, *exempted excused absences*, *unexcused absences*, and *suspensions*.

1. *Non-exempted excused absences* are absences incurred due to personal illness or serious illness in the family (documented by acceptable excuses, including a parental note) which are not considered for purposes of truancy, but which are considered when determining whether or not a student is eligible to make up work and tests, receive credit for work completed, and receive credit for a course and/or school year completed.

2. *Exempted excused absences* are absences which are not considered for purposes of truancy and which are not considered when determining whether or not a student is eligible to make up work and tests, receive credit for work completed, and receive credit for a course and/or school year completed.
3. *Unexcused absences* are any absences not meeting the requirements set forth in the excused absences and extenuating circumstances definitions, including but not limited to absences due to any job (including agriculture and domestic services, even in the student's own home or for their own parents or tutors) unless it is a part of an approved instructional program. Students shall be given failing grades for those days missed and shall not be given an opportunity to make up work.
4. *Suspensions* are non-exempted absences for which a student is allowed to make up his/her work and is eligible for consideration for credit provided it is completed satisfactorily and in a timely manner. The absence shall be considered when determining whether or not a student may or may not be promoted, but shall not be considered for purposes of truancy. Students absent from school as a result of any suspension shall be counted as absent.

#### EXTENUATING CIRCUMSTANCES

Exceptions to the attendance regulation shall be the enumerated extenuating circumstances below that are verified by the Supervisor of Child Welfare and Attendance or the school principal/designee where indicated. These exempted absences do not apply in determining whether a student meets the minimum minutes of instruction required to receive credit.

1. Extended personal physical or emotional illness as verified by a physician or nurse practitioner licensed in the state.
2. Extended hospital stay in which a student is absent as verified by a physician or dentist.
3. Extended recuperation from an accident in which a student is absent as verified by a physician, dentist, or nurse practitioner licensed in the state.
4. Extended contagious disease within a family in which a student is absent as verified by a physician or dentist licensed in the state.
5. Quarantine due to prolonged exposure to or direct contact with a person diagnosed with a contagious, deadly, disease, as ordered by state or local health officials.
6. Observance of special and recognized holidays of the student's own faith.
7. Visitation with a parent who is a member of the United States Armed Forces or the



National Guard of a state and such parent has been called to duty for or is on leave from overseas deployment to a combat zone or combat support posting. Excused absences in this situation shall not exceed five (5) school days per school year.

8. Absences as verified by the principal or his/her designee as stated below:
  - A. Prior school system-approved travel for education;
  - B. Death in the immediate family (not to exceed one week); or,
  - C. Natural catastrophe and/or disaster.
9. Expectant and parenting high school students shall be granted excused absences as delineated in policy JQE, *Expectant and Parenting Students*.

For any other extenuating circumstances, the student's parents or legal guardian must make a formal appeal in accordance with the due process procedures established by the school system.

Students who are verified as meeting extenuating circumstances, and therefore eligible to receive grades shall not receive those grades if they are unable to complete makeup work or pass the course.

#### MENTAL OR BEHAVIORAL HEALTH ABSENCES

A student may be absent for up to three (3) days in any school year related to the student's mental or behavioral health, and such absences shall be excused if certification is provided in writing in accordance with the student handbook. The student shall be given the opportunity to make up any school work missed during such absences. Following the second day of absence in any school year, the student shall be referred to the appropriate school support personnel for help addressing the underlying issue, which may include referral to medical services outside of the school setting.

#### SCHOOL-APPROVED ACTIVITIES

Students participating in school-approved field trips or other instructional activities that necessitate their being away from school shall be considered to be present and shall be given the opportunity to make up work.

#### CHILD PERFORMERS

Minors employed to perform or render artistic or creative services under a contract or employment arrangement for two (2) or more days within a 30-day period must receive instruction pursuant to statutory provisions.



### MAKE UP WORK

A student who is absent five (5) or more days in any nine-weeks period shall receive an incomplete grade in all subjects involved if the grade is not made up before the end of the grading period. The student can make up the work during the next nine-weeks period. If he/she fails to do so, the incomplete grade automatically becomes a "U". It shall be the responsibility of the teacher to inform the student of the deadline for any makeup work.

### WRITTEN EXCUSES

For a student to be eligible to receive credit and make up work following an absence, the student shall be required in each instance to submit parental confirmation of the reasons for the absence. If a student is tardy or absent, the parent or guardian must submit a written excuse, signed and dated, to school authorities upon the student's return to classes, stating the reason for the student's absence from school. All excuses for a student's absence, including medical verification of extended personal illness, must be presented within five (5) school days of the student's return to school, or the student's absence shall be considered unexcused and the student not allowed to make up work missed.

The following procedures shall be followed for excuses:

1. Students who are absent from any class or from school for any cause will need a note from their parents or guardian. This note, dated and signed by a parent or guardian, shall state the cause for absence and the date/s of absence. The student must take the note to the appropriate school office or to a designated representative to secure an admit-to-class slip. Every absence will be recorded as temporarily excused or unexcused, based on the reason for the absence.
2. A forged excuse will be dealt with by the student's principal.
3. If after investigation by the teachers and principal, there is still a question as to the validity of the absence the case shall be reported to the Supervisor of Child Welfare and Attendance.

### REPORTING ABSENCES

The attendance of all school students shall be checked each school day and at the beginning of each class period and shall be verified by the teacher keeping such record, which shall be open to inspection by the Supervisor of Child Welfare and Attendance or duly authorized representative at all reasonable times. All schools shall immediately report to the Supervisor of Child Welfare and Attendance any unexplained, unexcused, or illegal absence, or habitual tardiness.

The Supervisor of Child Welfare and Attendance shall, after written notice to the parent

or legal guardian of a child, or a personal visit of notification, report any such child who is habitually absent or who is habitually tardy to the family or juvenile court of the parish as a truant child, there to be dealt with in such manner as the court may determine.

The following procedures shall be followed for the reporting of unexcused absences:

1. Any unexplained, unexcused, or illegal absence, or habitual tardiness, shall be reported to the visiting teacher and/or Supervisor of Child Welfare and Attendance when necessary.
2. The Supervisor of Child Welfare and Attendance may visit the residence of a student or any other place in order to ensure that a student is in attendance during the hours of a school day.
3. In the discharge of the duties of their office, Supervisors of Child Welfare and Attendance shall cooperate fully with the State Departments of Public Welfare, Labor, Health and Human Resources (DHHR), and other state and local agencies, and may serve such writs and process in law relating to compulsory attendance as may be necessary for the enforcement.
4. Violations of the compulsory attendance law shall be investigated and, when necessary, shall include written notice, either in person or by registered mail, to the parent, tutor, or other person having control or charge of a student within the compulsory school attendance age.

#### APPEAL OF ABSENCES

When a student exceeds the maximum number of absences allowed the parents or student may make a formal appeal to the principal if they feel any of the absences are because of extenuating circumstances. If they feel that the decision is unfavorable, they shall appeal to the Superintendent or his/her designee. After a review by the Superintendent or his/her designee, a decision shall be made and communicated to the parents or legal guardian by letter.

High school students in danger of failing due to excessive absences may be allowed to make up missed time in class sessions held outside the regular class time. The make-up sessions must be completed before the end of the current semester and all other applicable policies must also be met.

#### TARDINESS

A student shall be considered tardy to class if the student is not in the classroom when the bell to begin class ceases. A student shall be considered tardy to school if the student is not in his/her homeroom/first period class when the bell to begin homeroom/class ceases. Tardy shall also mean leaving or checking out of school unexcused prior to the



regularly scheduled dismissal. Habitual tardiness on the part of students shall not be tolerated.

Students who exhibit habitual tardiness shall be subject to disciplinary action, appropriate under the circumstances. Parents of students who continue to be tardy shall be notified for a conference with the principal, and the student may be subject to suspension from school and the parent/legal guardian subject to court fines or community service.

Revised: December, 1995  
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Ref: La. Rev. Stat. Ann. §§17:221, 17:221.8, 17:226, 17:226.1, 17:230, 17:232, 17:233;  
Louisiana Handbook for School Administrators, Bulletin 741, Louisiana  
Department of Education; Board minutes, 10-7-08, 10-5-10, 2-7-12, 12-8-15, 1-10-  
23.



## STUDENT ABSENCES AND EXCUSES

The Calcasieu Parish School Board recognizes that the fundamental right to attend the public schools places upon students the accompanying responsibility to be faithful in attendance. Regular attendance can be assumed to be essential for a student's successful progress in the instructional program.

The parent or legal guardian shall enforce the attendance of the student at the school to which the student is assigned.

The principal of a school, or his/her designee, shall notify the parent or legal guardian in writing on or before a student's *third* unexcused absence or unexcused occurrence of being tardy, and shall hold a conference with such student's parent or legal guardian. This notification shall include information relative to the parent or legal guardian's legal responsibility to enforce the student's attendance at school and the civil penalties that may be incurred if the student is determined to be habitually absent or habitually tardy. The student's parent or legal guardian shall sign a receipt for such notification.

Each school shall attempt to provide verbal notification to a child's parent, tutor, or legal guardian, and, if such verbal notification cannot be provided, then the school shall provide written notification to a child's parent, tutor, or legal guardian when that child has been absent from school for five (5) school days in schools operating on a semester basis, and for ten (10) days in schools not operating on a semester basis. The accumulation of days absent need not be consecutive.

No public elementary or secondary school student shall be permitted for any reason to absent himself/herself from school attendance during the school day upon his/her own authority, unless legally emancipated. The principal or designee shall make all reasonable efforts to verbally notify the parent or other person responsible for the student's school attendance of any such prohibited absence by a student.

### TYPES OF ABSENCES

The *days absent* for elementary and secondary school students shall include *non-exempted excused absences*, *exempted excused absences*, *unexcused absences*, and *suspensions*.

1. *Non-exempted excused absences* are absences incurred due to personal illness or serious illness in the family (documented by acceptable excuses, including a parental note) which are not considered for purposes of truancy, but which are considered when determining whether or not a student is eligible to make up work and tests, receive credit for work completed, and receive credit for a course and/or school year completed.

2. *Exempted excused absences* are absences which are not considered for purposes of truancy and which are not considered when determining whether or not a student is eligible to make up work and tests, receive credit for work completed, and receive credit for a course and/or school year completed.
3. *Unexcused absences* are any absences not meeting the requirements set forth in the excused absences and extenuating circumstances definitions, including but not limited to absences due to any job (including agriculture and domestic services, even in the student's own home or for their own parents or tutors) unless it is a part of an approved instructional program. Students shall be given failing grades for those days missed and shall not be given an opportunity to make up work.
4. *Suspensions* are non-exempted absences for which a student is allowed to make up his/her work and is eligible for consideration for credit provided it is completed satisfactorily and in a timely manner. The absence shall be considered when determining whether or not a student may or may not be promoted, but shall not be considered for purposes of truancy. Students absent from school as a result of any suspension shall be counted as absent.

#### EXTENUATING CIRCUMSTANCES

Exceptions to the attendance regulation shall be the enumerated extenuating circumstances below that are verified by the Supervisor of Child Welfare and Attendance or the school principal/designee where indicated. These exempted absences do not apply in determining whether a student meets the minimum minutes of instruction required to receive credit.

1. Extended personal physical or emotional illness as verified by a physician or nurse practitioner licensed in the state.
2. Extended hospital stay in which a student is absent as verified by a physician or dentist.
3. Extended recuperation from an accident in which a student is absent as verified by a physician, dentist, or nurse practitioner licensed in the state.
4. Extended contagious disease within a family in which a student is absent as verified by a physician or dentist licensed in the state.
5. Quarantine due to prolonged exposure to or direct contact with a person diagnosed with a contagious, deadly, disease, as ordered by state or local health officials.
6. Observance of special and recognized holidays of the student's own faith.
7. Visitation with a parent who is a member of the United States Armed Forces or the



National Guard of a state and such parent has been called to duty for or is on leave from overseas deployment to a combat zone or combat support posting. Excused absences in this situation shall not exceed five (5) school days per school year.

8. Absences as verified by the principal or his/her designee as stated below:
  - A. Prior school system-approved travel for education;
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9. Expectant and parenting high school students shall be granted excused absences as delineated in policy *JQE, Expectant and Parenting Students*.

For any other extenuating circumstances, the student's parents or legal guardian must make a formal appeal in accordance with the due process procedures established by the school system.

Students who are verified as meeting extenuating circumstances, and therefore eligible to receive grades shall not receive those grades if they are unable to complete makeup work or pass the course.

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3. In the discharge of the duties of their office, Supervisors of Child Welfare and Attendance shall cooperate fully with the State Departments of Public Welfare, Labor, Health and Human Resources (DHHR), and other state and local agencies, and may serve such writs and process in law relating to compulsory attendance as may be necessary for the enforcement.
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regularly scheduled dismissal. Habitual tardiness on the part of students shall not be tolerated.

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23.

## **Item 6**

Corporal Punishment



# ITEM 6

FILE: JDA  
Cf: GAMC

## 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.

Teachers and principals are authorized to use reasonable corporal punishment against any pupil for good cause in order to maintain discipline and order within the schools, with the exception of the Calcasieu Parish Schools Headstart centers, and students with exceptionalities, as defined below. Headstart guidelines prohibit teachers and administrators from engaging in corporal punishment, emotional or physical abuse or humiliation. At no time shall corporal punishment be administered in the presence of another student. All school personnel and parents shall be fully informed of these provisions at the beginning of each school year.

The use of any form of corporal punishment is prohibited in any public school unless the student's parent or legal guardian provides written consent for the use of corporal punishment in a document created by the state Department of Education solely for such purpose. Such consent applies only to the school year in which it is given.

No form of corporal punishment shall be administered to a student with an exceptionality as defined in La. Rev. Stat. Ann. §17:1942 or to a student who has been determined to be eligible for services under Section 504 of the Rehabilitation Act of 1973 and has an Individual Accommodation Plan. However, the parent or legal guardian of a student who is gifted and talented and has no other exceptionality may authorize the use of corporal punishment as otherwise provided by this policy.

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.

Corporal punishment does not include:

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

~~No form of corporal punishment shall be administered to a student with an exceptionality, excluding gifted and talented, as defined in La. Rev. Stat. Ann. §17:1942 or to a student who has been determined to be eligible for services under Section 504 of the Rehabilitation Act of 1973 and has an Individual Accommodation Plan.~~



Therefore, the Calcasieu Parish School Board hereby authorizes its teachers and principals to employ, when necessary, corporal punishment in a reasonable manner to maintain discipline and order in the schools or at all school-sponsored activities, subject to the following regulations:

1. Corporal punishment shall be administered in a reasonable, fair, and impartial manner. Abuse or misuse of corporal punishment by the teacher or principal, especially the act of being malicious, with willful and deliberate intent to cause bodily harm, shall not be tolerated.
2. Corporal punishment shall not be used unless the student was forewarned that a specific behavior could cause its use.
3. Prior to the administering of corporal punishment, the student shall be given an opportunity to explain his or her version of the facts.
4. Corporal punishment can only be administered in the company of a professional staff member who has been informed beforehand and in the student's presence of the reason for the punishment.
5. The use of corporal punishment shall at all times be reasonable and proper. Considerations in this regard shall include but not be limited to the following:
  - A. Age of child;
  - B. Size of child;
  - C. Sex of child;
  - D. Ability to bear the punishment; and
  - E. Overall physical condition of the child.
6. Corporal punishment shall not be administered in anger or with malice at any time.
7. Corporal punishment shall be administered to the posterior anatomy (buttocks) in the area below the waist and above the thighs for a maximum of three (3) times.
8. Corporal punishment shall be used only after other means of solving discipline problems have been explored and failed.
9. The procedures specified in regulations above do not apply in those cases where the student's behavior is so blatant, disruptive, antisocial, or flagrant in nature as to shock the conscience.
10. School principals, assistant principals or appropriate designees who have administered corporal punishment shall provide the child's parents or legal guardians, upon request, a written explanation of the reasons and the name of the school employee who was present as a witness. For each incident of corporal punishment, a *Corporal Punishment Incidence Checklist* shall be completed and



maintained in the administrative offices of the school.

11. The principal of each school shall have the authority and the responsibility of holding every member of his/her staff accountable for understanding and administering corporal punishment as set forth by these regulations.

For purposes of clarity, corporal punishment, as described herein, shall be defined as, and limited to, the administering of physical punishment by means of paddling or spanking the buttocks. When physical punishment is administered, there is always the possibility of physical injury and subsequent legal ramifications. Therefore, extreme caution should be employed when administering corporal punishment.

Nothing contained herein shall be interpreted as prohibiting an employee from using physical force, reasonable and appropriate under the circumstances, in defending himself against a physical attack by a student or to restrain a student from attacking another student or employee.

#### IMPERMISSIBLE CORPORAL PUNISHMENT

In instances where allegations of abuse of a student are reported against an employee, principal or other school official, through the administering of impermissible corporal punishment or any other moral offense, the Superintendent shall promptly investigate the action, in accordance with policy *GAMC, Investigations*.

Revised: January, 2010

Revised: December 12, 2017

Revised: July, 2023

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. 17:223, 17:416, 17:416.1; Board minutes, 1-12-10, 12-12-17.

## 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.

Teachers and principals are authorized to use reasonable corporal punishment against any pupil for good cause in order to maintain discipline and order within the schools, with the exception of the Calcasieu Parish Schools Headstart centers, and students with exceptionalities, as defined below. Headstart guidelines prohibit teachers and administrators from engaging in corporal punishment, emotional or physical abuse or humiliation. At no time shall corporal punishment be administered in the presence of another student. All school personnel and parents shall be fully informed of these provisions at the beginning of each school year.

The use of any form of corporal punishment is prohibited in any public school unless the student's parent or legal guardian provides written consent for the use of corporal punishment in a document created by the state Department of Education solely for such purpose. Such consent applies only to the school year in which it is given.

No form of corporal punishment shall be administered to a student with an exceptionality as defined in La. Rev. Stat. Ann. §17:1942 or to a student who has been determined to be eligible for services under *Section 504 of the Rehabilitation Act of 1973* and has an *Individual Accommodation Plan*. However, the parent or legal guardian of a student who is gifted and talented and has no other exceptionality may authorize the use of corporal punishment as otherwise provided by this policy.

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.

Corporal punishment does not include:

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

Therefore, the Calcasieu Parish School Board hereby authorizes its teachers and principals to employ, when necessary, corporal punishment in a reasonable manner to maintain discipline and order in the schools or at all school-sponsored activities, subject to the following regulations:



1. Corporal punishment shall be administered in a reasonable, fair, and impartial manner. Abuse or misuse of corporal punishment by the teacher or principal, especially the act of being malicious, with willful and deliberate intent to cause bodily harm, shall not be tolerated.
2. Corporal punishment shall not be used unless the student was forewarned that a specific behavior could cause its use.
3. Prior to the administering of corporal punishment, the student shall be given an opportunity to explain his or her version of the facts.
4. Corporal punishment can only be administered in the company of a professional staff member who has been informed beforehand and in the student's presence of the reason for the punishment.
5. The use of corporal punishment shall at all times be reasonable and proper. Considerations in this regard shall include but not be limited to the following:
  - A. Age of child;
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8. Corporal punishment shall be used only after other means of solving discipline problems have been explored and failed.
9. The procedures specified in regulations above do not apply in those cases where the student's behavior is so blatant, disruptive, antisocial, or flagrant in nature as to shock the conscience.
10. School principals, assistant principals or appropriate designees who have administered corporal punishment shall provide the child's parents or legal guardians, upon request, a written explanation of the reasons and the name of the school employee who was present as a witness. For each incident of corporal punishment, a *Corporal Punishment Incidence Checklist* shall be completed and maintained in the administrative offices of the school.
11. The principal of each school shall have the authority and the responsibility of holding every member of his/her staff accountable for understanding and administering corporal punishment as set forth by these regulations.

For purposes of clarity, corporal punishment, as described herein, shall be defined as, and limited to, the administering of physical punishment by means of paddling or spanking the buttocks. When physical punishment is administered, there is always the possibility of physical injury and subsequent legal ramifications. Therefore, extreme caution should be employed when administering corporal punishment.

Nothing contained herein shall be interpreted as prohibiting an employee from using physical force, reasonable and appropriate under the circumstances, in defending himself against a physical attack by a student or to restrain a student from attacking another student or employee.

#### IMPERMISSIBLE CORPORAL PUNISHMENT

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## **Item 7**

### Administration of Medication

## ADMINISTRATION OF MEDICATION

It is the policy of the Calcasieu Parish 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 Louisiana or an adjacent state, or any other authorized prescriber authorized in the state of Louisiana 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, frequency and 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.
- H. Any employee shall have the right to request that another school board employee be present while he is administering the medication to a student to serve as a witness.

## 3. PRINCIPAL

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

recommended per grade for field trip purposes.

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 including documentation of the color, shape and imprint of a tablet/pill on the medication log.
  - 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, frequency and 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. Electronic signatures are 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 twenty (20) 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.

If a child has a known problem that is potentially serious and there is a method of helping the child and the school is denied an opportunity to help the child because the necessary materials are not made available, then the school cannot be held responsible to assist the child. Therefore, if the presence of the child at school without necessary materials presents a risk to the safety or health of the child, the child may be temporarily excluded from the school.

### 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), may administer it 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.

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 Louisiana or adjacent state, or other authorized health care prescriber licensed in Louisiana 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.

The *Protocol on Field Trips for Students with Diabetes* shall be followed for students with diabetes.

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: December, 1995

Revised: February, 1996

Revised: August, 1997

Revised: September, 2001

Revised: June, 2008

Revised: September, 2009

Revised: December, 2012

Revised: May, 2013

Revised: November 1, 2016

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Revised: January 10, 2023

Revised: July, 2023

Ref: La. Rev. Stat. Ann. §§17:81, 17:436.1, 17:436.3; *Health and Safety*, Bulletin 135, Louisiana Department of Education; Board minutes 10-17-95, 6-17-97, 6-5-01, 8-5-08, 1-12-10, 11-1-16, 2-14-17, 12-12-17, 1-10-23.



## ADMINISTRATION OF MEDICATION

It is the policy of the Calcasieu Parish 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 Louisiana or an adjacent state, or any other authorized prescriber authorized in the state of Louisiana 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, frequency and 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.
- H. Any employee shall have the right to request that another school board employee be present while he is administering the medication to a student to serve as a witness.

3. PRINCIPAL

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



recommended per grade for field trip purposes.

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 including documentation of the color, shape and imprint of a tablet/pill on the medication log.
  - 4) Appropriate actions when unusual circumstances or medication reactions occur
  - 5) Appropriate use or 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, frequency and 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. Electronic signatures are 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 twenty (20) 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.

If a child has a known problem that is potentially serious and there is a method of helping the child and the school is denied an opportunity to help the child because the necessary materials are not made available, then the school cannot be held responsible to assist the child. Therefore, if the presence of the child at school without necessary materials presents a risk to the safety or health of the child, the child may be temporarily excluded from the school.

### 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), may administer it 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.

## 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 Louisiana or adjacent state, or other authorized health care prescriber licensed in Louisiana 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.

The *Protocol on Field Trips for Students with Diabetes* shall be followed for students with diabetes.

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: December, 1995  
Revised: February, 1996  
Revised: August, 1997  
Revised: September, 2001  
Revised: June, 2008  
Revised: September, 2009  
Revised: December, 2012  
Revised: May, 2013

Revised: November 1, 2016  
Revised: February 14, 2017  
Revised: December 12, 2017  
Revised: January 10, 2023  
Revised: July, 2023

Ref: La. Rev. Stat. Ann. §§17:81, 17:436.1, 17:436.3; Health and Safety, Bulletin 135, Louisiana Department of Education; Board minutes 10-17-95, 6-17-97, 6-5-01, 8-5-08, 1-12-10, 11-1-16, 2-14-17, 12-12-17, 1-10-23.

## **Item 8**

Enterprise Contract Clarification Pertaining to Local  
Dealerships



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.



(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

#### 9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) **LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE** WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE **SELECTED BY LESSEE** AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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## **Item 9**

### **CPSB Stipend/Supplement Distribution Plan for 2023-2024**

**Presentation by Dr. LaFargue**

## ITEM 9

**Stipend 1** – ESSER \$ for 14 Identified Schools (Retention, Recruitment) – Already approved by board

**Stipend 2** – Remaining \$ from ESSER Stipend 1 – For ALL employees (Retention) Same formula as Sales Tax – This stipend amount is an estimation. Final numbers by August 31<sup>st</sup> will provide a more accurate \$ amount.

**Supplement 3** – Half cent sales tax Stipend for ALL employees. Same formula: Support 70% of Teacher amount

**Stipend 4** - Louisiana Stipend of \$2,000 for teachers and \$1,000 for support

**Stipend 5** - CPSB Performance/Demand Stipend for Teachers

**Stipend 6A** – Louisiana Differentiated Compensation – Highly Effective Teachers

**Stipend 6B** – Louisiana Differentiated Compensation – Critical Shortage Areas: Certified 6-12 Math, Certified 6-12 Science, Certified k-12 Special Education; Certified Mentors



## **Item 10**

### **Salary Schedule Change**

TO: Board Members

FROM: Robert Barrentine

Subject: Alternative Routes Salary Schedule Change

Date: August 22, 2023

For bus operators to be paid for the alternative routes they run, staff is requesting approval to change the language on page 27 of the CPSB Salary Schedule from Daily Rates for Alternative Routes to Alternative AM and PM Per Route Rates.

<u>DISTANCE</u>	DAILY RATES IN OR OUT OF WARD		DAILY RATES ALTERNATIVE ROUTES	
	<u>DRIVER</u>	<u>AIDE*</u>	<u>DRIVER</u>	<u>AIDE</u>
0-10 miles	\$20	\$17	\$25	\$22
11-20 miles	\$25	\$22	\$32	\$29
21-30 miles	\$31	\$28	\$40	\$37
31+ miles	\$37	\$34	\$49	\$46

\*SPED routes, Alternative Routes for 16 or more students

Mileage determined by distance measurement at outset of route offer

	<u>DRIVER</u>	<u>AIDE</u>
Route Split - Regular Routes	\$10/half day	N/A
	\$20/full day	N/A
Route Split - SPED	\$10/half day	\$8.50/half day
	\$20/full day	\$17/full day
Specialty Route Supplement	\$12.50/half day	N/A
	\$25.00/full day	N/A
Field Trips (cost of driver)	\$12 show up fee plus \$10.00/hour (minimum of \$32.00)	

In addition, a \$25.00 fee will be charged to club/school if field trip causes the assigned driver to miss either their AM or PM route (\$50.00 if they miss both routes - this fee will go towards the cost of substitute driver, if available, or will go towards the cost of splitting the route)

Whenever driver turns in field trip form to be paid to bookkeeper, the driver will subtract 2 hours from their overall trip time if they had to miss either their morning or afternoon route. The driver will subtract 4 hours if they missed both portions of route.