

City of Baker School Board
Board Meeting Agenda
Tuesday, December 3, 2024, 6:00 P.M.
School Board Office

Joyce Burges, President – Presiding

“Education is that which remains, if one has forgotten everything he learned in school.”— Albert Einstein

A. Meeting Commencement

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

B. Welcome of Visitors

C. Recognitions

1. Middle School Band

D. Approval of Agenda (Action)

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

1. Consideration and Approval of Minutes from the School Board Meeting of November 5, 2024.
2. Consideration and Acceptance of Monthly Financial Reports including Budget to Actual Comparisons for the Periods Ending September 30, 2024 and October 31, 2024
3. Consideration and Acceptance of award of contract for Project Management and Disaster Recovery Services to CSRS.
4. Consideration and Approval of Amendment 1 to Terracon for engineering and testing services at Baker High School.

F. Information Items

1. Superintendent's Report on Personnel
2. Forethought Policy Update number 4:
 - A. B-12: NOTIFICATION OF SCHOOL BOARD MEETINGS
 - B. C-03: EMPLOYMENT OF SUPERINTENDENT
 - C. F-08: PERSONNEL RECORDS
 - D. F-09: RECRUITMENT
 - E. F-12: USE OF PRONOUNS AND GIVEN NAMES
 - F. G-2.4c: EDUCATION OF STUDENTS WITH EXCEPTIONALITIES
 - G. G-2.4e: SEX EDUCATION
 - H. H-3.6: STUDENT HEALTH SERVICES

G. Announcements

1. Date of Next Meeting – January 7, 2024

5. Adjournment (Action)



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



City of Baker School Board Meeting November 5, 2024

MINUTES

The City of Baker School Board held a public meeting beginning at 6:00 p.m. on Tuesday, November 5, 2024.

Prior to the board meeting, a community meeting was held to allow members of the community to ask questions and comment on any school system concerns.

Following community questions and comments, President Burges called the board meeting to order and explained to visitors the process for speaking on action agenda items is to request a comment card from Mr. Ricky Jones. Write your name on the card as well as the number of the agenda item you wish to speak on and return the card to Mr. Jones. He will bring the card up to the Board President at the appropriate time. Visitors will be allowed two (2) minutes to speak.

Mrs. Burges welcomed all visitors to the meeting and took roll call:

Perkins: Present
Profit: Absent
Joseph: Present
Butler: Present
Burges: Present

President Burges announced there was a quorum and the meeting would proceed.

President Burges requested that everyone stand for a moment of silent meditation, and the Pledge of Allegiance, to be led by Superintendent Stroder.

Recognitions:

1. The recognition of the Baker Middle School band will be done at the December 3rd School Board meeting.

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

Action Items:

1. Consideration and Approval of Minutes from the School Board Meeting of October 1, 2024
On motion of Ms. Butler seconded by Mrs. Perkins, the Board voted to approve the minutes from the School Board Meeting of October 1, 2024. Voting yes: Perkins, Butler, Joseph, and Burges. Voting no: None. Absent: Profit.

Information Items:

1. Superintendent's Report on Personnel
There were no personnel actions to report.

Announcements:

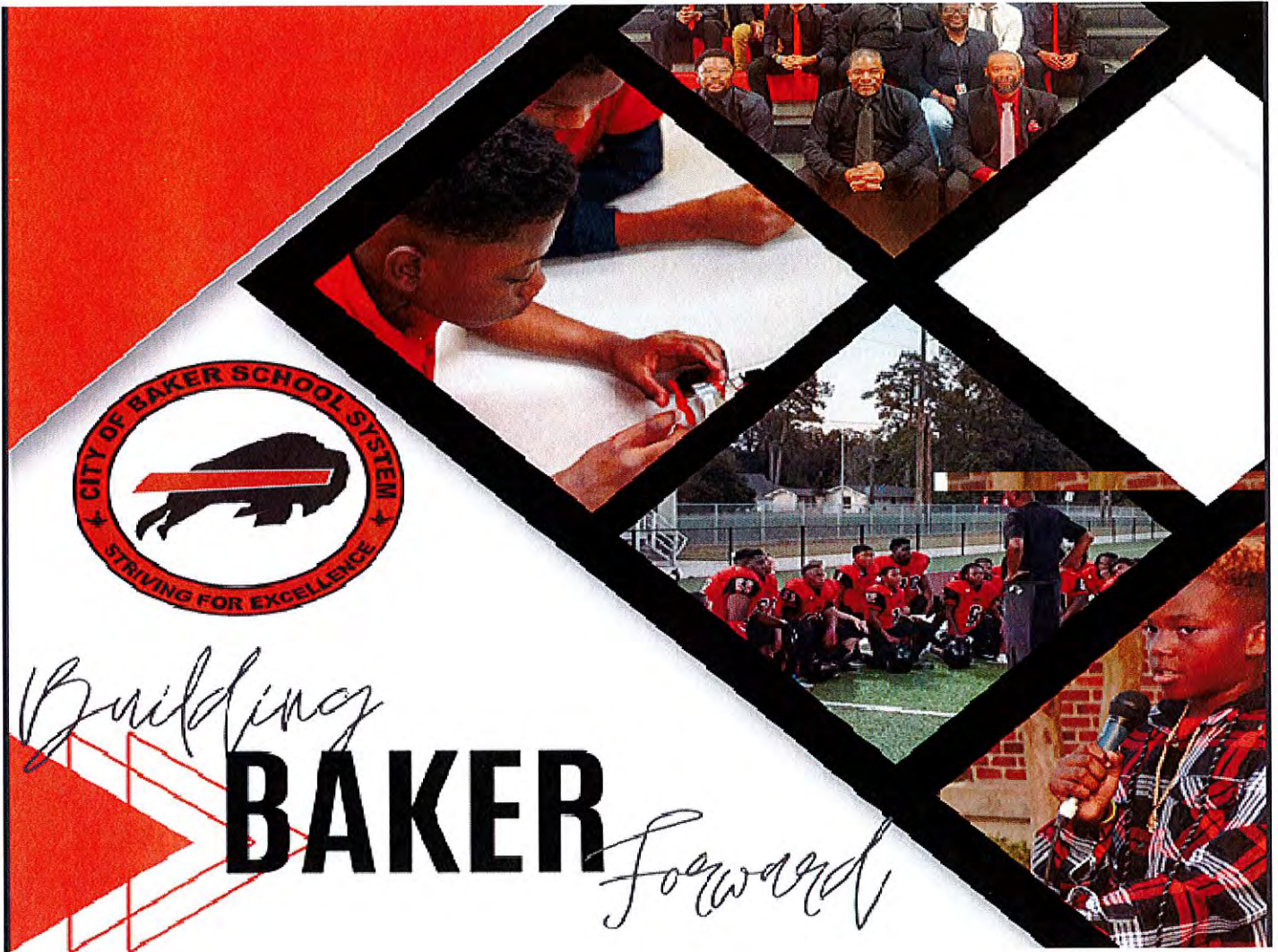
1. Date of Next Meeting -- December 3, 2024.
2. President Burges announced that she would like for the Board to consider having certain committee meetings in the future.

Adjournment:

On motion of Ms. Butler seconded by Mrs. Joseph, the Board voted to adjourn at 6:55 p.m. Voting yes: Perkins, Butler, Joseph, and Burges. Voting no: None. Absent: Profit.

Submitted by J.T. Stroder, Secretary.

City of Baker School Board



FINANCIAL REPORT SUMMARIES INCLUDING BUDGET TO ACTUAL COMPARISONS
FOR PERIOD ENDING SEPTEMBER 30, 2024

CITY OF BAKER SCHOOL BOARD

Financial Report Summaries Including Budget to Actual Comparisons for Period Ending September 30, 2024

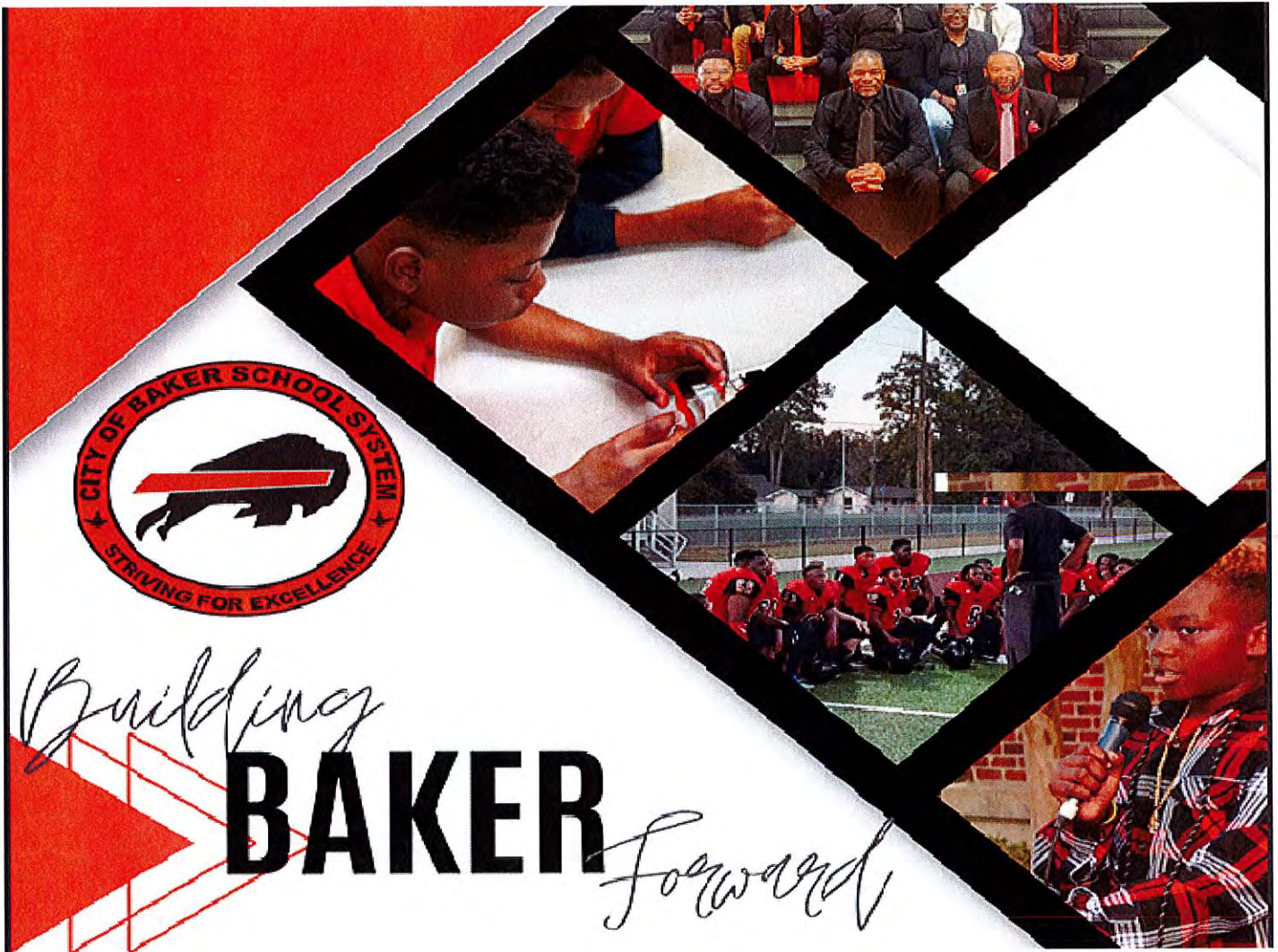
GENERAL FUND			
	2024-2025 APPROVED Revenues/ Expenditures	2024-2025 YTD Revenues/ Expenditures	Percentage % Change
Description			
REVENUES			
Local Sources			
Taxes			
Ad Valorem	2,637,454	7,695	-99.7%
Sales and Use	4,975,800	398,506	-92.0%
1% Collections by Sherriff and Pension Fund	56,492	0	-100.0%
Interest Earnings	30,000	14,891	-50.4%
Donations	1,000	3,250	225.0%
Other Local	150,500	0	-100.0%
State Sources			
Minimum Foundation Program	7,207,849	1,317,636	-81.7%
Professional Improvement Program	7,860	0	-100.0%
Revenue Sharing	44,500	0	-100.0%
Supplemental Choice Allocation Funds (SCA)	31,990	0	-100.0%
Career Development Funds (CDF)	25,000	25,000	0.0%
Other Restricted Revenues	0	50,000	0.0%
Federal			
ERATE	12,000	0	-100.0%
Indirect Costs	125,000	0	0.0%
TOTAL REVENUES	15,305,445	1,816,977	-88.1%
EXPENDITURES			
Instruction:			
Regular Programs	4,111,671	506,252	-87.7%
Special Education Programs	992,648	125,231	-87.4%
Vocational Programs	255,145	21,249	-91.7%
Other Instructional Programs	344,431	83,974	-75.6%
Special Programs	123,805	2,738	-97.8%
Total Instruction	5,827,700	739,445	-87.3%
Support Services:			
Pupil Support Services	824,442	103,858	-87.4%
Instructional Staff Support	120,501	30,368	-74.8%
General Administration	950,204	127,232	-86.6%
School Administration	655,381	141,899	-78.3%
Business Services	249,986	53,364	-78.7%
Plant Services	1,912,851	533,199	-72.1%
Student Transportation Services	825,346	305,929	-62.9%
Central Services	121,774	20,862	-82.9%
Building Improvements (Plant Services)	115,000	29,907	-74.0%
Debt Services	727,889	0	-100.0%
Total Support Services	6,503,374	1,346,617	-79.3%
Total Expenditures	12,331,074	2,086,062	-83.1%
EXCESS of REVENUES OVER EXPENDITURES	2,974,371	(269,085)	
TRANSFERS OUT			
USDA SFS MATCH	8,961	0	
LOCAL REVENUE CHARTER SCHOOL TRANSFERS	2,965,410	0	
TOTAL TRANSFERS OUT	2,974,371	0	
CHANGE IN FUND BALANCE	0	(269,085)	

CITY OF BAKER SCHOOL BOARD

SPECIAL REVENUE FUNDS FINANCIAL REPORT SUMMARIES INCLUDING BUDGET TO ACTUAL COMPARISONS FOR PERIOD ENDING September 30, 2024

SPECIAL REVENUE FUNDS						
FEDERAL AND STATE GRANTS APPROVED	2024-2025 APPROVED BUDGET	2024-2025 YTD Revenues	2024-2025 YTD Expenditures	2024-2025 Excess/ Deficiency	RECEIVABLES as of 11/21/2024	ADJ EXCESS/ DEFICIENCY
Account Title						
CARL PERKINS	15,751.00	0.00	6,145.46	(6,145.46)	0.00	(6,145.46)
FOOD SERVICE	864,970.00	78,866.74	130,276.27	(51,409.53)	88,154.82	36,745.29
SUMMER SCHOOL FOOD SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
FRESH FRUIT AND VEGETABLE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
SFS EQUIPMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00
IDEA PART B	221,681.00	0.00	58,388.91	(58,388.91)	58,389.00	0.09
HIGH COST SERVICES	0.00	0.00	4,561.20	(4,561.20)	0.00	(4,561.20)
SPECIAL ED - PRE-SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
8g STUDENT ENHANCEMENT/PRE K	53,095.00	0.00	9,691.28	(9,691.28)	0.00	(9,691.28)
COMPREHENSIVE LITERACY STATE DEVELOPMENT CLSD K-5	72,000.00	0.00	17,240.40	(17,240.40)	0.00	(17,240.40)
COMPREHENSIVE LITERACY STATE DEVELOPMENT CLSD 9-12	235,000.00	0.00	15,684.88	(15,684.88)	0.00	(15,684.88)
TITLE I	1,032,368.00	0.00	143,418.98	(143,418.98)	143,419.00	0.02
TITLE II	65,166.00	0.00	12,461.25	(12,461.25)	9,292.00	(3,169.25)
TITLE IV	64,939.00	0.00	106,251.51	(106,251.51)	106,252.00	0.49
STRONGER CONNECTIONS	0.00	0.00	0.00	0.00	0.00	0.00
SCHOOL REDESIGN	294,939.00	0.00	177,092.88	(177,092.88)	151,047.00	(26,045.88)
DIRECT STUDENT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
ESSER II - FORMULA ACHIEVE	0.00	0.00	0.00	0.00	0.00	0.00
ESSER III INCENTIVE	0.00	0.00	41,324.98	(41,324.98)	41,325.00	0.02
ESSER III - FORMULA ACHIEVE	0.00	179,169.00	454,656.64	(275,487.64)	192,548.00	(82,939.64)
ESSER III (EB) - ACHIEVE - INTERVENTIONS	0.00	0.00	0.00	0.00	0.00	0.00
HOMELESS ARP	0.00	0.00	7,700.00	(7,700.00)	0.00	(7,700.00)
IDEA 611 ARP ACHV	0.00	0.00	0.00	0.00	0.00	0.00
IDEA 619 ARP	6,000.00	0.00	0.00	0.00	0.00	0.00
IDEA 611 Set Aside	21,061.00	0.00	0.00	0.00	0.00	0.00
IDEA 619 Set Aside	6,000.00	0.00	0.00	0.00	0.00	0.00
ED EXCELLENCE ENHANCEMENT	0.00	0.00	7,725.81	(7,725.81)	0.00	(7,725.81)
LA - 4 Cecil Picard	0.00	0.00	17,065.34	(17,065.34)	0.00	(17,065.34)
Baker High School Restoration	5,741,761.00	1,253,931.74	1,253,931.74	0.00	0.00	0.00
TOTAL - SPECIAL REVENUE FUNDS	8,694,731.00	1,511,967.48	2,463,617.53	(951,650.05)	790,426.82	(161,223.23)

City of Baker School Board



Building

BAKER

Forward

FINANCIAL REPORT SUMMARIES INCLUDING BUDGET TO ACTUAL COMPARISONS
FOR PERIOD ENDING OCTOBER 31, 2024

CITY OF BAKER SCHOOL BOARD

Financial Report Summaries Including Budget to Actual Comparisons for Period Ending October 31, 2024

GENERAL FUND			
Description	2024-2025 APPROVED Revenues/ Expenditures	2024-2025 YTD Revenues/ Expenditures	Percentage % Change
REVENUES			
Local Sources			
Taxes			
Ad Valorem	2,637,454	10,854	-99.6%
Sales and Use	4,975,800	843,914	-83.0%
1% Collections by Sherriff and Pension Fund	56,492	0	-100.0%
Interest Earnings	30,000	18,504	-38.3%
Donations	1,000	3,250	225.0%
Other Local	150,500	0	-100.0%
State Sources			
Minimum Foundation Program	7,207,849	1,662,053	-76.9%
Professional Improvement Program	7,860	0	-100.0%
Revenue Sharing	44,500	0	-100.0%
Supplemental Choice Allocation Funds (SCA)	31,990	0	-100.0%
Career Development Funds (CDF)	25,000	25,000	0.0%
Other Restricted Revenues	0	50,000	0.0%
Federal			
ERATE	12,000	0	-100.0%
Indirect Costs	125,000	0	0.0%
TOTAL REVENUES	15,305,445	2,613,575	-82.9%
EXPENDITURES			
Instruction:			
Regular Programs	4,111,671	722,232	-82.4%
Special Education Programs	992,648	202,681	-79.6%
Vocational Programs	255,145	63,980	-74.9%
Other Instructional Programs	344,431	111,848	-67.5%
Special Programs	123,805	3,244	-97.4%
Total Instruction	5,827,700	1,103,985	-81.1%
Support Services:			
Pupil Support Services	824,442	160,852	-80.5%
Instructional Staff Support	120,501	40,147	-66.7%
General Administration	950,204	171,284	-82.0%
School Administration	655,381	194,595	-70.3%
Business Services	249,986	80,580	-67.8%
Plant Services	1,912,851	727,940	-61.9%
Student Transportation Services	825,346	354,704	-57.0%
Central Services	121,774	27,520	-77.4%
Building Improvements (Plant Services)	115,000	29,907	-74.0%
Debt Services	727,889	0	-100.0%
Total Support Services	6,503,374	1,787,530	-72.5%
Total Expenditures	12,331,074	2,891,515	-76.6%
EXCESS of REVENUES OVER EXPENDITURES	2,974,371	(277,940)	
TRANSFERS OUT			
USDA SFS MATCH	8,961	0	
LOCAL REVENUE CHARTER SCHOOL TRANSFERS	2,965,410	0	
TOTAL TRANSFERS OUT	2,974,371	0	
CHANGE IN FUND BALANCE	0	(277,940)	

CITY OF BAKER SCHOOL BOARD

SPECIAL REVENUE FUNDS FINANCIAL REPORT SUMMARIES INCLUDING BUDGET TO ACTUAL COMPARISONS FOR PERIOD ENDING October 31, 2024

SPECIAL REVENUE FUNDS						
FEDERAL AND STATE GRANTS APPROVED	2024-2025 APPROVED BUDGET	2024-2025 YTD Revenues	2024-2025 YTD Expenditures	2024-2025 Excess/ Deficiency	RECEIVABLES as of 11/21/2024	ADJ EXCESS/ DEFICIENCY
Account Title						
CARL PERKINS	15,751.00	0.00	6,280.11	(6,280.11)	0.00	(6,280.11)
FOOD SERVICE	864,970.00	78,928.49	218,825.46	(139,896.97)	192,808.68	52,911.71
SUMMER SCHOOL FOOD SERVICE	0.00	58,477.10	0.00	58,477.10	0.00	58,477.10
FRESH FRUIT AND VEGETABLE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
SFS EQUIPMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00
IDEA PART B	221,681.00	0.00	84,929.64	(84,929.64)	58,389.00	(26,540.64)
HIGH COST SERVICES	0.00	0.00	7,700.90	(7,700.90)	0.00	(7,700.90)
SPECIAL ED - PRE-SCHOOL	0.00	0.00	112.59	(112.59)	0.00	(112.59)
8g STUDENT ENHANCEMENT/PRE K	53,095.00	0.00	16,183.22	(16,183.22)	0.00	(16,183.22)
HIGH DOSAGE TUTORING	55,085.00	55,085.00	0.00	55,085.00	0.00	55,085.00
COMPREHENSIVE LITERACY STATE DEVELOPMENT CLSD K-5	72,000.00	0.00	26,107.28	(26,107.28)	5,062.00	(21,045.28)
COMPREHENSIVE LITERACY STATE DEVELOPMENT CLSD 9-12	235,000.00	0.00	25,038.12	(25,038.12)	0.00	(25,038.12)
TITLE I	1,032,368.00	0.00	279,302.01	(279,302.01)	143,419.00	(135,883.01)
TITLE II	65,166.00	0.00	18,767.11	(18,767.11)	9,292.00	(9,475.11)
TITLE IV	64,939.00	0.00	113,205.14	(113,205.14)	106,252.00	(6,953.14)
STRONGER CONNECTIONS	66,934.00	0.00	0.00	0.00	0.00	0.00
SCHOOL REDESIGN	294,939.00	0.00	194,009.00	(194,009.00)	194,009.00	0.00
DIRECT STUDENT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
ESSER II - FORMULA ACHIEVE	0.00	0.00	0.00	0.00	0.00	0.00
ESSER III INCENTIVE	0.00	0.00	41,324.98	(41,324.98)	41,325.00	0.02
ESSER III - FORMULA ACHIEVE	0.00	271,369.00	463,916.64	(192,547.64)	192,548.00	0.36
ESSER III (EB) - ACHIEVE - INTERVENTIONS	0.00	0.00	0.00	0.00	0.00	0.00
HOMELESS ARP	0.00	0.00	25,271.39	(25,271.39)	3,785.00	(21,486.39)
IDEA 611 ARP ACHV	0.00	0.00	0.00	0.00	0.00	0.00
IDEA 619 ARP	6,000.00	0.00	0.00	0.00	0.00	0.00
IDEA 611 Set Aside	21,061.00	0.00	0.00	0.00	0.00	0.00
IDEA 619 Set Aside	6,000.00	0.00	0.00	0.00	0.00	0.00
ED EXCELLENCE ENHANCEMENT	18,597.00	18,597.00	7,725.81	10,871.19	0.00	10,871.19
LA - 4 Cecil Picard	0.00	21,762.00	28,700.11	(6,938.11)	0.00	(6,938.11)
Baker High School Restoration	5,741,761.00	1,452,649.09	1,452,649.09	0.00	0.00	0.00
TOTAL - SPECIAL REVENUE FUNDS	8,835,347.00	1,956,867.68	3,010,048.60	(1,053,180.92)	946,889.68	(106,291.24)



City of Baker School System

Post Office Box 680
Baker, Louisiana 70704-0680
Phone (225) 774-5795
Fax (225) 774-5797
www.bakerschools.org

BID AWARD SUMMARY

BID TITLE: PROGRAM/PROJECT MANAGEMENT AND DISASTER RECOVERY/GRANTS
MANAGEMENT PROFESSIONAL SERVICES

BID NUMBER: RFP5172 2024/2025

BID DUE: October 16, 2024 at 2:00 p.m.

BID OPENING: October 17, 2024 at 2:00 p.m.
City of Baker School Board
14750 Plank Road
Baker, Louisiana 70714

CONTRACT TERM: December 04, 2024 with a 3 year Extension (Pending Board Approval).

FUNDING SOURCE: 1000262070000700 (General Fund and or Fema)

BOARD MEETING DATE: December 03, 2024 at 6:00 p.m.

ADVERTISEMENT DATES: September 10th , September 16th and September 23rd

NUMBER OF VENDOR RESPONSES: 3

RUBRIC SCORE

QUALIFIED VENDORS: 3	CSRS, LLC	340
	ROSTAN SOLUTIONS	254
	BELFOR PROPERTY RESTORATION	234

RECOMMENDATION: listed below, based on the best responsive point scores according to the Rubric Scale.

BID AWARD VENDOR

CSRS, LLC

RUBRIC SCORE

340

Explanations: Award of this contract will enable the City of Baker School Board System to use CSRS, LLC services during the contract term.

The City of Baker School System reserves the right to reject any or all proposals whenever such rejection is in its best interest in accordance with law. The provisions and requirements of this advertisement shall not be waived.

Purchasing Department
Alisa Sibley,
City of Baker School System



AMENDMENT #1
TO CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES
FOR BAKER HIGH REBUILD (**“Agreement”**)

This amendment made by the date of final execution of all parties:

City of Baker School District (**“Owner”**)
14750 Plank Road
Baker, LA 70714

AND

Terracon Consultants, Inc. (“Contractor”)
2822 O’Neal Lane, Building B
Baton Rouge, LA 70816-3127

The Owner and the Contractor hereby agree and set forth herein below:

WHEREAS, the Owner and Contractor are parties entered into an Agreement dated the 23rd day of September 2022 for the professional series representing the Owner in Material Engineering and Testing Services;

WHEREAS, the Owner and the Contractor, each have the authority to do so, desire to enter into this Amendment to modify the terms and conditions in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the Owner and the Contractor amend the Agreement as follows:


During the scope of work, the Owner requested the Contractor to test the soils and test material outside of the Fee Estimate indicated in the original executed contract.

Fee: The Contract Fee will be increased by \$11,071.63 for the additional Material Engineering and Testing Services provided by the Contract. The total contract sum will be revised to \$38,465.63.

This Amendment is agreed to by:
City of Baker School District, Owner

Terracon Consultants, Inc., Contractor

By: _____
Date: _____
James T. Stroder, Superintendent

By:  _____
Date: 10/30/24
Lynne Roussel, PE - Principal

End of Amendment 01.



2822 O'Neal Lane, Bldg. B
Baton Rouge, LA 70816-3127

P (225) 344-6052

F (225) 344-6346

Terracon.com

September 20, 2022

City of Baker School District
14750 Plank Road
Baker, LA 70714

Attn: Dr. De'Ette Perry
E: dperry@bakerschools.org

Re: Proposal for Construction Materials Engineering and Testing Services
Baker High Rebuild
Baker, Louisiana
Terracon Proposal No. PEH221171

Dear Dr. Perry:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide Construction Materials Engineering and Testing (CMET) services for the above referenced project. This proposal outlines our understanding of the project and scope of services, and provides an estimated fee for our services.

A. PROJECT INFORMATION

Project Description

ITEM	DESCRIPTION
Structures	Single-story building with an approximate footprint of 30,000 square feet
Building construction	Metal frame
Foundation type	Shallow foundation with isolated spread footing and thickened slab edge
Grading	Fill: Approximately 4 feet
Pavement	Portland Cement Concrete

The information provided in the table above is based on review of the project plans and specifications, as well as conversations with the contractor. Should any of the above information be

Explore with us



inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

As a professional geotechnical engineering firm, we understand that implementation of a successful quality control/quality assurance program during construction includes integration of several aspects of work, including: quality field and construction observation services, transparent communication between the team members and contractors, and engineering oversight and review. As such, we have developed a scope of services to provide CMET services as described herein.

Field Services

For this project, Terracon would provide qualified engineering technicians from our Baton Rouge office to perform field testing, inspection, and other construction monitoring activities during construction. The activities would be performed in accordance with the project specifications and standard industry practice when not covered by the project specifications.

Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications. Additionally, client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Earthwork Observation & Testing

During earthwork, our services may include:

- Observation of proofrolls of the subgrade to look for evidence of pumping or rutting, and provision of mitigation recommendations as needed;
- Laboratory testing of proposed engineering fill materials for conformance with specifications;
- Periodic field density testing of compacted engineering fill and/or utility trench backfill for conformance with density and moisture specifications; and
- Periodic testing of engineered fill materials to determine compliance with the project

specifications.

Cast-in-Place Concrete

During cast-in-place concrete construction, our services may include:

- Inspection of subgrade prior to placement of reinforcing steel to verify stability of the subgrade;
- Inspection of formwork and reinforcing steel prior to placement of the concrete to verify conformance with project plans and specifications;
- Observation and documentation of concrete placements for spread footings, grade beams, and slab-on-grade;
- Sampling and field testing of concrete to determine the slump, air content, and temperature, as required by the specifications;
- Casting and curing cylindrical concrete specimens for compressive strength testing;
- Laboratory compressive strength testing of concrete cylinder sets at 7 and 28 days of age; and
- Floor flatness and floor levelness measurements of building slab-on-grade.

Structural Steel

Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements, and to review welder certification records.

We anticipate the scope of structural steel related inspection and testing to include the items listed below, which will be performed periodically unless noted otherwise.

- Inspection of structural steel member sizes, thicknesses, and fit up;
- Inspection of high strength bolts, anchors, nuts and washers;
- Inspection of field welds; and
- Non-destructive testing of welds, as required.

Portland Cement Concrete Pavement

During construction of concrete paving, our scope of services may include:

- Verification of subgrade stability prior to paving operations;
- Observation and documentation of concrete placement;
- Sampling and field testing of concrete to determine the slump, air content, and temperature;
- Casting of concrete cylinders; and
- Laboratory compressive strength testing of concrete cylinders at 7 and 28 days.

Project Administration

We strongly request to attend the Pre-Construction meeting in order to review our scope of work and discuss testing expectations and safety concerns.



- Coordinate field and laboratory testing;
- Communicate with Terracon field technicians, Contractor, and Owner's site representative;
- Review laboratory and field test reports.

Excluded Scope Items

Our scope of services as quoted in this proposal will not include the following items:

- On-site curing facilities;
- Observation of concrete placements for sidewalks and courtyards;
- For post installed anchors, verification of bolt diameter, length, shape and embedment in concrete in conformance with manufactures specifications;
- For post installed anchors, observe the installation of bolts in order to verify the bolt hole size, depth and cleanliness as well as the application of epoxy and installation of bolts;
- Observation and testing of base plate grout;
- Inspection of fireproofing;
- Fabrication shop structural steel inspection;
- Full-time inspection of field welding activities; and
- Full-time utilities inspection.

These items can be added upon request.

Construction Testing Coordination/Oversight

Terracon will designate a Project Manager/Engineer to oversee our scope of Construction Testing for the project. The Project Manager/Engineer will review reports of field tests and observations. The Project Manager/Engineer will designate appropriate parties to perform field tests and observations and prepare the appropriate documentation and the Project Manager/Engineer will distribute reports to the appropriate parties designated in the contract documents.

During construction, Terracon will need to be provided with digital copies of all current/revised drawings, details, specifications, Requests for Information, reviewed submittals, and any other clarifying or modifying communication that affect our portion of the work.

Communication and Scheduling

Field testing services will be provided on a "call-out" basis when scheduled by your representative. Unless you request otherwise, we will develop a means of communication with the contractor to understand the work schedule. In order to accomplish this, we will inform the contractor of our contact information and advise the contractor to keep us informed of his work schedule. Because this type of work is weather dependent, we will monitor the rainfall status in the area and maintain contact with the contractor of his plans. However, it is the responsibility of the contractor to provide our office with at least 24 hours advance notice of construction activities which would potentially require monitoring by us, although we will attempt to meet requests in a shorter time frame. Terracon will only provide testing when called by your onsite representative. The extent of our observations and documentation will be limited to the items observed during the site

Proposal for Construction Materials Engineering and Testing Services

Baker High Rebuild ■ Baker, LA

September 14, 2022 ■ Terracon Proposal No. PEH221171



visits. Terracon shall not be held responsible for tests not performed as a result of failure to schedule our services or any subsequent damage caused as a result of a lack of testing. All scheduling and dispatching can be made via telephone at 225.239.2662.

Engineering & Reporting

The results of the CMET services will be provided two ways:

- Verbally – Results communicated **daily** to the on-site representative; and
- Electronically – All reports will be emailed to all parties **within 5 business days** of performed services.

In addition, failing tests and deviations will be reported **within 24 hours** of performed services. In order to set up the individual parties to download reports online, we will require full contact information for each party. We have included a form for your use that can be filled out.

C. COMPENSATION

The attached *Table 1 – Fee Estimate* presents our unit rates for the CMET services and an estimate of our total fees. An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day, night shift (after 6:00 pm and before 6:00 am), as well as for services provided on Saturday. An overtime premium of 2 times the hourly rate will apply for services provided on Sunday and Terracon recognized Holidays. A 3-hour minimum will be charged for all work. Project management and clerical time will be charged as a percentage of the field and laboratory services provided during a given month. Engineering time required for recommendations or site visits will be billed at an hourly rate of \$195.00/hr.

Our estimated budget, as shown on *Table 1 – Fee Estimate*, is based on our review of the plans and specifications and experience with similar projects. Circumstances outside of our control, such as inclement weather, efficiency of scheduling by site personnel, efficiency of the contractor and subcontractors, or substandard work requiring extensive re-testing, may dictate that our technician be on-site for a greater period of time than originally estimated. For this reason, we cannot definitively predict the actual amount of time that will be required of our on-site technician. Therefore, we will invoice for these services on a monthly basis for the actual units at the unit rates shown on *Table 1 – Fee Estimate*.



D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within 60 days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'Thomas A. Vrenick'.

Thomas A. Vrenick
Sr. Project Manager
Materials Services

A handwritten signature in black ink that reads 'Robert Lacinak'.

Robert Lacinak
Department Manager
Materials Services

Attachments: *Table 1 - Fee Estimate*
Distribution List
Agreement for Services



Table 1
Fee Estimate
Construction Materials Engineering and Testing Services
Baker High Rebuild
PEH221171

Earthwork

Field Services

Earthwork: Building Subgrade

Engineering Technician	7	trips @	3	hrs/trip @	\$55.00	/hour	\$1,155.00
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Earthwork: Pavement

Engineering Technician	2	trips @	3	hrs/trip @	\$55.00	/hour	\$330.00
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Earthwork: Proofrolls

Senior Technician	2	trips @	3	hrs/trip @	\$65.00	/hour	\$390.00
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Utilities: Sanitary Sewer

Engineering Technician	4	trips @	3	hrs/trip @	\$55.00	/hour	\$660.00
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Utilities: Storm Drainage

Engineering Technician	4	trips @	3	hrs/trip @	\$55.00	/hour	\$660.00
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Sample Pick-up

Engineering Technician	1	trip @	3	hrs/trip @	\$55.00	/hour	\$165.00
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Miscellaneous

Trip Charge			20	trips @	\$40.00	/trip	\$800.00
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Laboratory Services

Atterberg Limits			2	tests @	\$65.00	/test	\$130.00
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Moisture Content			3	tests @	\$15.00	/test	\$45.00
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Particle Size Analysis			1	test @	\$125.00	/test	\$125.00
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#200 Wash			1	test @	\$65.00	/test	\$65.00
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Standard Proctor			2	tests @	\$200.00	/test	\$400.00
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Relative Density			1	test @	\$230.00	/test	\$230.00
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Professional Services

Project Management and Administration

15% of field and laboratory fees							\$774.00
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Subtotal: Earthwork							\$5,929.00
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Structural Concrete

Field Services

Spread Footings

Engineering Technician	2	trips @	3	hrs/trip @	\$55.00	/hour	\$330.00
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Grade Beams

Engineering Technician	8	trips @	5	hrs/trip @	\$55.00	/hour	\$2,200.00
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Building Slabs

Engineering Technician	4	trips @	5	hrs/trip @	\$55.00	/hour	\$1,100.00
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Cast in Place Wall

Engineering Technician	2	trips @	3	hrs/trip @	\$55.00	/hour	\$330.00
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Reinforcing Steel and Subgrade Inspection

Engineering Technician	15	trips @	3	hrs/trip @	\$55.00	/hour	\$2,475.00
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Table 1
Fee Estimate

Construction Materials Engineering and Testing Services
Baker High Rebuild
PEH221171

Floor Flatness

Special Inspector - Floor Flatness 3 trips @ 3 hrs/trip @ \$65.00 /hour \$585.00

Sample Pickups

Engineering Technician 15 trips @ 3 hrs/trip @ \$55.00 /hour \$2,475.00

Miscellaneous

Trip Charge 49 trips @ \$40.00 /trip \$1,960.00

Floor Flatness Equipment 3 days @ \$100.00 /day \$300.00

Laboratory Services

Concrete Cylinder: Spread Footings 10 tests @ \$20.00 /test \$200.00

Concrete Cylinder: Grade Beams 80 tests @ \$20.00 /test \$1,600.00

Concrete Cylinder: Building Slabs 80 tests @ \$20.00 /test \$1,600.00

Grout Cube: Cast in Place Wall 10 tests @ \$17.00 /test \$170.00

Professional Services

Project Management and Administration

15% of field and laboratory fees \$2,299.00

Subtotal: Structural Concrete \$17,624.00

Pavement

Field Services

Aggregate: #610 Limestone Subbase

Engineering Technician 1 trip @ 3 hrs/trip @ \$55.00 /hour \$165.00

PCC: Paving

Engineering Technician 1 trip @ 6 hrs/trip @ \$55.00 /hour \$330.00

Sample Pickups

Engineering Technician 1 trip @ 3 hrs/trip @ \$55.00 /hour \$165.00

Miscellaneous

Trip Charge 3 trips @ \$40.00 /trip \$120.00

Laboratory Services

Portland Cement Concrete

Concrete Cylinder: Paving 15 tests @ \$20.00 /test \$300.00

Professional Services

Project Management and Administration

15% of field and laboratory fees \$162.00

Subtotal: Pavement \$1,242.00

Structural Steel

Field Services

Structural Steel

Certified Welding Inspector 4 trips @ 5 hrs/trip @ \$105.00 /hour \$2,100.00

Miscellaneous

Trip Charge 4 trips @ \$40.00 /trip \$160.00

Professional Services

Project Management and Administration

15% of field and laboratory fees \$339.00

Subtotal: Structural Steel \$2,599.00

TOTAL FEE ESTIMATE \$27,394.00



Project Distribution List

1. **Billing Contact Name:** _____
Billing Company Address: _____
Billing Contact Phone: (____) ____-____ **Billing Contact Fax:** (____) ____-____
Billing Contact Email: _____

2. **Contact Name:** _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____-____ **Contact Fax:** (____) ____-____
Contact Cell: (____) ____-____ **Contact Email:** _____

3. **Contact Name:** _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____-____ **Contact Fax:** (____) ____-____
Contact Cell: (____) ____-____ **Contact Email:** _____

4. **Contact Name:** _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____-____ **Contact Fax:** (____) ____-____
Contact Cell: (____) ____-____ **Contact Email:** _____

5. **Contact Name:** _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____-____ **Contact Fax:** (____) ____-____
Contact Cell: (____) ____-____ **Contact Email:** _____

**Please schedule all services 24 hours in advance via
P: 225.239.2662**

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Baker School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Baker High Rebuild project ("Project"), as described in Consultant's Proposal dated 09/13/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
 By: Robert Lacinak Date: 9/20/2022
 Name/Title: **Robert C Lacinak / Department Manager -
 Materials Services**
 Address: **2822 Oneal Ln, Bldg B
 Baton Rouge, LA 70816-3127**
 Phone: **(225) 344-6052** Fax: **(225) 344-6346**
 Email: **Robert.Lacinak@terracon.com**

Client: **City of Baker School District**
 By: De'Ette Perry Date: 9-23-22
 Name/Title: **De'Ette Perry /**
 Address: **14750 Plank Rd
 Baker, LA 70714**
 Phone: 225-433-2116 Fax:
 Email: dperry@bakerschools.org

November 2024 Personnel Report

Administrative, Instructional and Support Staff Positions

December 3, 2024

I. Report of Resignations of Employment

Meshell Ellison-Hill

Stephanie Patten

Branton Moncriste

II. Report of Retirements

III. Report of Appointments

IV. Report of Reassignments/Transfers

1V. Report of Sick Leave Request

VI. Report of Reduction in workforce

POLICYALERT



October, 2024

Forethought Consulting, Inc.

POLICY UPDATE: 2024

October 2024: LEGISLATIVE UPDATE PART IV

This final installment of the 2024 **PolicyAlert** Legislative Update series wraps up policy revisions necessitated by bills passed during the 2024 Louisiana Legislative session. It also includes one revision from 2017. Forethought includes several policies, though some only affect parishes with populations of 25,000 or more, and others which only affect certain school systems with relevant policies affected by legislation. Only a few School Boards will receive all the policies discussed with this issue.

Notification of School Board Meetings Broadcasting and Taping of School Board Meetings

Act 539, effective August 1, 2024, revised La. Rev. Stat. Ann. §42:23 requiring each School Board in a parish with a population of twenty-five thousand (25,000) or more to broadcast live all of its proceedings in public meetings, including the School Board's committee meetings. It also revised La. Rev. Stat. Ann. §42:19, requiring that sufficient information to enable the public to locate the broadcast for viewing be included in notification of the meetings.

Broadcast live is defined in the Act as the publicly available distribution of audio and video of a meeting in real or near real time via the internet or television broadcast.

Policies In This Issue:

- Notification of School Board Meetings
- Broadcasting and Taping of School Board Meetings
- School Board Agenda/School Board Meetings
- Rules of Procedure
- Employment of Superintendent
- Personnel Records
- Use of Pronouns and Given Names
- Recruitment
- Sex Education
- Education of Students with Exceptionalities
- Student Health Services

These revisions are reflected in policies *Notification of School Board Meetings* and *Broadcasting and Taping of School Board Meetings* for those systems in parishes with populations of twenty-five thousand (25,000) or more.

School Board Agenda/ School Board Meetings Rules of Procedure

Act 191, effective August 1, 2024, revised La. Rev. Stat. Ann. §42:19 allowing parish School Boards in parishes with a population of 125,000 or more, reducing it from 200,000, according to the latest federal decennial census to use a consent agenda if an agenda contains more than fifty items. However, the School Board must allow public comment before any action is taken on the consent agenda.

Any School Board using a consent agenda which is reflected in the *Agenda Preparation and Dissemination* policy or *School Board Meetings Rules Procedures* policy has been reviewed and/or revised **as necessary** to ensure that the public comment information is included.

Employment of Superintendent

Act 193, effective August 1, 2024, revised La. Rev. Stat. Ann. §17:54, requiring that a Superintendent's contract include that the Superintendent be subject to a performance evaluation by the School Board.

The new requirement has been added to the *Employment of Superintendent* policy

Personnel Records

Act 495, effective June 4, 2024, revised La. Rev. Stat. Ann. §45:11 removing some limitations on confidential records. The statute now includes that home and personal wireless number, home address, and personal email address of employees are confidential. Act 295 revised the same information, but according to the Louisiana Law Institute, the language adopted under Act 495 would be that used to revise the statute.

The *Personnel Records* policy reflects these revisions.

Use of Pronouns and Given Names

Act 680, effective August 1, 2024, enacted La. Rev. Stat. Ann. §17:2122. This new statute forbids School Boards from adopting a policy “that provides for an inquiry of an employee’s pronouns that is inconsistent with the employee’s sex, or provides for an inquiry of an employee’s name other than the employee’s legal name.” It also forbids School Boards from adopting a policy “that provides for an inquiry of a student’s pronouns that is inconsistent with the student’s sex.” Employees shall not be required to address a student by a name other than the student’s legal name or required to use a pronoun that is inconsistent with the student’s sex. Other language in the statute includes definitions and disciplinary actions which may not be taken against employees and students in regard to this new language.

New policy *Use of Pronouns and Given Names* reflects the language included in the new statute.

Recruitment

The revision to the *Recruitment* policy is based on Act 423 of 2017. The Act revised La. Rev. Stat. Ann. §17:15, adding student services to the list of persons providing services which require criminal history review.

Sex Education

Act 681, effective August 1, 2024, enacted La. Rev. Stat. Ann. §17:412, prohibiting teachers to instruct or discuss topics of sexual orientation or gender identity in grades kindergarten through twelve. We have added the information to the *Sex Education* policy.

Education of Students with Exceptionalities

Act 689, effective August 1, 2024, revised La. Rev. Stat. Ann. §17:1944, requiring School Boards to adopt a policy that each school under its jurisdiction provide “written information regarding legal procedures affecting the transfer of individual rights from parent to child which the child attains the age of majority.” The document

shall inform parents of legal options and how each option relates to such transfer of rights.

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

The State Department of Education is to develop the information and provide it to each School Board.

This information has been added to the *Education of Students with Exceptionalities* policy.

Student Health Services

Forethought initially revised this policy earlier this year based on Act 161. Act 375, effective August 1, 2024, however, enacted La. Rev. Stat. Ann. §17436.5 to require that School Boards *adopt a policy* that each school nurse participate in an in-service training program of at least one hour relative to sickle cell disease. Although it would not be considered necessary include every training required for school nurses in policy, the legislature's requirement to adopt a policy necessitated the training's inclusion in the *Student Health Services* policy.



NOTIFICATION OF SCHOOL BOARD MEETINGS

The City of Baker School Board shall give written public notice of all regular meetings, if established by resolution, at the beginning of each calendar year. The School Board shall also give written public notice of any regular, special, or rescheduled meeting, no later than twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays, before the meeting. In cases of extraordinary emergencies, such notice shall not be required, however, the School Board shall give such notice of the meeting as it deems appropriate and circumstances permit.

Notice for committee meetings shall be given one (1) week in advance of the date of the meeting, whenever possible, but in no case less than twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays, prior to the meeting.

Public notice of any meeting shall include the agenda, date, time, and place of the meeting. It shall also include sufficient information to enable the public to locate the live broadcast of the meeting. The agenda included in the notice shall be reasonably clear so as to advise the public in general terms of each subject to be discussed at the public meeting. In addition, attached to the written notice shall be information on any matters to be discussed in executive session. The notice shall indicate the following:

1. A statement identifying the court, case number, and the parties relative to any pending litigation to be considered at the meeting.
2. A statement identifying the parties involved and reasonably identifying the subject matter of any prospective litigation for which formal written demand has been made that is to be considered at the meeting.

Written public notice given by the School Board shall include, but not be limited to:

1. Posting a copy of the notice at the School Board's central office or by publication of the notice in the School Board's official journal no less than twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays, before the scheduled time of the meeting.
2. ~~Mailing a copy of the~~ Giving notice to any member of the public or the news media who requests notice of such meetings; ~~any such member of the news media shall be given notice of all meetings~~ by providing the notice to the requestor at the same time and in the same manner as is given to members of the School Board.
3. Submitting a notice of each meeting to the Commissioner of Administration in a manner and format that allows the Commissioner time to post the notice on its website prior to twenty-four (24) hours before the scheduled time of the meeting, as required or advised by the Commissioner of Administration.

4. In addition to the above, by providing notice on the School Board's website no less than twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays immediately preceding the meeting.

Revised: November, 2012

Revised: May 3, 2016

Revised: August, 2024

Revised: October, 2024

Ref: La. Rev. Stat. Ann. §§17:81, 42:19, 42:23; Board minutes, 5-3-16.

EMPLOYMENT OF SUPERINTENDENT

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

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

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

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

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

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

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

1. For the purpose of investigating cause for termination.

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

Paid administrative leave shall be subject to the following:

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

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

INTERIM SUPERINTENDENT

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

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

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

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

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

Revised: October, 2024

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

PERSONNEL RECORDS

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

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

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

GENERAL ACCESS TO AN EMPLOYEE'S PERSONNEL FILE

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

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

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

REQUESTS FOR ACCESS AND INSPECTION

Additions to Personnel File

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

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

Rebuttal and Response

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

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

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

document.

Procedure for Filing of Rebuttal and Response

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

CONFIDENTIAL INFORMATION

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

- ~~1. The home telephone number of the employee where such employee has chosen to have a private or unlisted home telephone number because of the nature of his/her occupation with such body.~~
1. The home and personal wireless telephone number of the employee ~~where such employee has requested that the number be confidential.~~
2. The home address of the employee ~~where such employee has requested that the address be confidential, except it shall be made available to recognized educational groups.~~
3. The personal email address of the employee.
4. The social security number and financial institution direct deposit information as contained in the personnel records of an employee of the School Board. However, when the employee's social security number or financial institution direct deposit information is required to be disclosed pursuant to any other provision of law, including such purposes as child support enforcement, health insurance, retirement reporting, or to officials or employees of the school, School Board, Louisiana Department of Education, or Board of Elementary and Secondary

Education (BESE), in the performance of duties or responsibilities of the official or employee, the social security number or financial institution direct deposit information of the employee shall be disclosed pursuant to such provision of law.

5. The name and account number of any financial institution to which the public employee's wages or salary is directly deposited by an electronic direct deposit payroll system or other direct deposit system.

The above information shall not be divulged to third parties.

HEALTH AND MEDICAL RECORDS

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

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

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

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

RELEASE OF PERSONNEL RECORDS PERMITTED

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

1. Personnel records may be released to persons other than the affected employee with the written consent of the employee or as required by law or the courts.
2. Information relating to dependents and beneficiaries of deceased employees. Requests for such information may be required to be in writing.
3. In all cases, an employee shall have unlimited access to any and all information contained in or pertaining to his/her own health record.

DEFINITIONS

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

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

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

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

Revised: October, 2001
Revised: November, 2003
Revised: January 9, 2007
Revised: May 3, 2016
Revised: October, 2024

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

RECRUITMENT

The City of Baker School Board shall make a concerted effort to recruit the best qualified applicants available. When vacancies occur in existing positions or when new positions are created, and such positions are not filled by transfer of qualified personnel, the Superintendent or his/her designee shall post notice of the vacancy and shall have the discretion to advertise for certain positions when circumstances warrant.

When filling vacancies in positions of authority or those with policymaking duties, the Superintendent or his/her designee shall not utilize only oral contacts and interviews of applicants considered, or use any other means to circumvent the provisions of state statute. Nothing, however, shall prohibit oral contact prior to a person becoming an applicant or shall prohibit oral contact which may result in a written application or other documents.

APPLICATIONS

Applications for teaching positions shall be retained by and in the office of the Director of Personnel for a period of not less than three (3) years and all applications for non-certified positions shall be retained for a period of not less than one (1) year.

Disclosure of Information by Applicant

As part of the application process, the School Board shall require the applicant to sign a statement that authorizes the release and disclosure of the following information by the applicant's current or previous employer(s):

1. All actual cases of sexual misconduct with a minor or student by the applicant.
2. All instances of *sexual misconduct with students*, as defined by the Louisiana Board of Elementary and Secondary Education (BESE), and outlined in the *Louisiana Handbook for School Administrators*, Bulletin 741, committed by the applicant, if any, if such employer is/was a city, parish, or other local public School Board.
3. All investigations of sexual misconduct by the applicant with a minor or student that occurred within thirty-six (36) months prior to the applicant's resignation, dismissal, or retirement from employment.
4. All actual or investigated cases of *abuse* or *neglect* committed by the applicant, if any, if such employer is/was the Louisiana School for the Deaf, the Louisiana School for the Visually Impaired, or the Louisiana Special Education Center.

If an investigation determined that a formal allegation of an applicant was

inconclusive, unjustified, or otherwise without cause for further formal pursuit, the applicant shall not be required to disclose such information.

The statement shall also request the current or previous employing School Board make available to the School Board, through its Superintendent or his/her designee, within twenty (20) business days of receipt of the request, copies of all documents as contained in the applicant's personnel file maintained by such employer relative to instances of sexual misconduct, if any. Such request for information shall include a copy of the required statement signed by the applicant.

The Superintendent, or principal, with the approval of the Superintendent, may employ any applicant on a conditional basis pending a review of any information obtained pursuant to this request. Permanent employment shall not occur until the information has been satisfactorily verified. However, in accordance with statutory provisions, the Superintendent shall not hire any applicant who does not sign the release of information statement as required by law.

Any information obtained by the School Board as a result of the signed release statement and request outlined above shall be used by the Superintendent *only* for the purpose of evaluating an applicant's qualifications for employment in the position for which he/she has applied, is not subject to the state public records statutes, and shall not be disclosed to any person, other than the applicant, who is not directly involved in the process of evaluating the applicant's qualifications for employment.

In addition to the above, as part of the application process, the School Board shall request the applicant's performance evaluation results, if applicable. The applicant, once the evaluation results have been received, shall be given an opportunity to review the information received and provide any response or information the applicant deems appropriate.

Finally, the applicant shall grant permission by signing a statement on the application form that permits the School Board to have access to any and all reference, background, and previous employment information and to receive copies of any such documentation from a current or previous employer.

Disclosure of Applicant's Records

The name of each applicant for certain positions of authority or those with policymaking duties, the qualifications of such an applicant, and any relevant employment history or experience of such an applicant shall be available for public inspection, examination, copying, or reproduction as provided for in the statutory provisions governing public works.

Bus Operators

All persons, prior to employment as a bus operator with the School Board, shall fill out an application form. Each applicant shall complete all prerequisites required by law and Bulletin 119, *Louisiana Student Transportation Specifications and Procedures*, before he/she shall be considered for employment as a bus operator or substitute bus operator.

Upon completion of the prerequisites, the applicant's valid application shall be filed in the personnel department for consideration of employment to fill vacancies as they occur. All applications shall be validated each year.

CRIMINAL HISTORY OF APPLICANTS

The City of Baker School Board shall require, in accordance with state law, applicants for employment with the School Board to submit necessary information regarding their backgrounds. Every prospective employee shall be required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests, convictions, having pled *nolo contendere*, or other dispositions, including dismissal of convictions, of any criminal offense, in accordance with La. Rev. Stat. Ann. §15:587.

A standard applicant fingerprint card acceptable to the Louisiana Bureau of Criminal Identification and Information and a disclosure authorization form shall be provided the applicant by the School Board or may be obtained from local police authorities. It shall be the responsibility of the applicant to have his/her fingerprints taken by a qualified individual and submitted to the proper authorities for processing. Any cost associated with fingerprinting or the disclosure of background information on an applicant may be passed on to the applicant.

1. For the purposes of reviewing the criminal history of prospective employees, any person employed to provide cafeteria, transportation, janitorial, ~~or~~ maintenance or student services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by the school system.
2. A person who has been convicted of or has plead *nolo contendere* to crimes listed in La. Rev. Stat. Ann. §15:587.1 shall not be hired as a bus operator, substitute bus operator, or janitor, or as a temporary, part-time, or permanent school employee of any kind.
 - A. The School Board may hire a person as an administrator, teacher, or substitute teacher who has been convicted of or plead *nolo contendere* to a felony not listed in La. Rev. Stat. Ann. §15:587.1(C), who has been found to have submitted fraudulent documentation to the Louisiana Board of Elementary and Secondary Education (BESE) or the Louisiana Department of Education (LDOE) as part of an application for a Louisiana teaching

certificate or other teaching authorization, or who has been found to have facilitated cheating on any state assessment if BESE properly issues a teaching certificate or authorization after a formal appeal request submitted by the person.

- B. The School Board may reemploy an administrator, teacher, or other school employee who has been dismissed for conviction of a crime, except a crime listed in La. Rev. Stat. Ann. 15:587.1(C) only upon written approval of the district judge of the parish and district attorney, or upon written documentation from the court in which the conviction occurred stating that the conviction has been reversed, set aside, or vacated. Such statement of approval from the judge and district attorney and any written documentation from the court shall be kept on file and produced upon request by law enforcement.

No later than thirty (30) days after the documentation is placed on file by the school, the school principal shall submit a copy of said documentation from the court to the Louisiana Superintendent of Education.

Revised: January 9, 2007
Revised: May 3, 2016
Revised: July 25, 2018
Revised: March 3, 2020
Revised: October, 2024

Ref: La. Rev. Stat. Ann. "15:587, 15:587.1, 17:15, 17:24.2, 17:81, 17:81.9, 17:83, 17:430, 17:3884, 23:291, 42:1119, 44:12.1, 44:31, 44:31.1, 44:32, 44:33, 44:34; La. Children's Code, Art. 603, 606; Board minutes, 3-8-00, 1-9-07, 5-3-16, 7-25-18, 3-3-20.

USE OF PRONOUNS AND GIVEN NAMES

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

Parent means a student's parent or legal guardian.

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

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

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

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

New policy: September, 2024

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

EDUCATION OF STUDENTS WITH EXCEPTIONALITIES

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

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

NOTIFICATION OF INDIVIDUAL RIGHTS

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

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

SECLUSION AND RESTRAINT

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

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

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

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

Definitions

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

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

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

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

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

Positive behavior interventions and support means a systematic approach to embed

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

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

Documentation and Notification

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

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

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

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

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

Guidelines and Procedures

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

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

Follow-Up

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

Employee Training Requirements

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

Charter Schools

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

Revised: May 19, 2009

Revised: October, 2024

Revised: December, 2011

Revised: February, 2012

Revised: May 3, 2016

Revised: July 25, 2018

Revised: February 1, 2022

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

SEX EDUCATION

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

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

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

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

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

INSTRUCTION OR DISCUSSION ON SEXUAL ORIENTATION, GENDER IDENTITY

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

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

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

3. Discussing his/her own sexual orientation or gender identity.

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

Revised: October, 2024

Ref: La. Rev. Stat. Ann §§17:281, [17:412](#).

STUDENT HEALTH SERVICES

HEALTH CARE CENTERS

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

HEARING AND VISION SCREENING

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

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

EDUCATIONAL SCREENING AND EVALUATION

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

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

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

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

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

Testing for Dyslexia

A dyslexia screener selected by the Louisiana Department of Education shall be administered to each student in the second half of kindergarten, or upon the request of a teacher or parent or legal guardian ~~student, school nurse, classroom teacher, or other school personnel who has reason to believe that a student has a need to be tested for dyslexia and related disorders, that student shall be referred to the school building level committee for additional testing.~~ The School Board shall provide remediation for students with dyslexia or related disorders in an appropriate education program.

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

OTHER HEALTH CONSIDERATIONS

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

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

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

1. An employee of the School Board who is a registered nurse, nurse practitioner, physician, or an appropriately credentialed mental health professional or teacher from recommending that a student be evaluated by an appropriate medical practitioner.

2. A teacher or other certified employee of the School Board from suggesting a student be assessed or evaluated by qualified employees of the School Board who perform such function.
3. A teacher assessing or evaluating any element of a student's academic readiness, performance, or achievement.
4. Any employee of the School Board from discussing any aspect of a student's behavior or academic progress with the student's parent or guardian or any other employee of the School Board.

Definitions

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

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

SEIZURE TREATMENT AND TRAINING

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

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

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

ADMINISTERING CATHETERS

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

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

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

SICKLE CELL DISEASE TRAINING

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

PERFORMING NONCOMPLEX HEALTH PROCEDURES

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

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

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

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

1. A registered nurse or a licensed medical physician and, when appropriate, another licensed health professional employed by the School Board, has assessed the health status of the specific child in his/her specific educational setting and has determined that, according to the legal standards of the respective licensed health professional performing such procedure, the procedure can be safely performed, the results are predictable, and the procedure can be delegated to someone other than a licensed health professional following documented training.
2. The registered nurse or the licensed medical physician and, when appropriate, another licensed health professional shall train, in his or her area of expertise, at least two (2) such employees to perform noncomplex health procedures on the specific child in his/her educational setting. The

employees shall be given not less than four (4) hours of training in the area of noncomplex health procedures.

3. Following the training provided for in #2, no noncomplex health procedure, except screenings and activities of daily living such as toileting/diapering, toilet training, oral/dental hygiene, oral feeding, lifting, and positioning may be performed unless prescribed in writing by a physician licensed to practice medicine in the state of Louisiana or an adjacent state.

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

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

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

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

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