

EATON BOARD OF EDUCATION MEETING
Hollingsworth East Elementary School Cafeteria
January 9, 2012
(Immediately following the Organizational Meeting at 6:00 p.m.)

I. Opening of the Meeting

1. **Call to Order** – President

2. **Roll Call** – President

D. Mowen ____ R. McKinney ____ T. Parks ____ B. Pool ____ J. Renner ____

B. Neavin ____ P. Dodson ____ C. Neanen ____ S. Couch ____

K. Carpenter ____ K. Powell ____ P. Friesel ____

Pledge of Allegiance

3. **Adopt the Agenda**

Motion by _____, seconded by _____ to
adopt the agenda.

Discussion.

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____

4. **Recognition of Visitors**

5. **Executive Session (only if necessary)**

To discuss _____.

Motion by _____, second by _____ to convene
executive session.

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

6. Other Opening Business

II. Treasurer's Business – Priscilla Dodson

1. The Treasurer Recommends approval of the following:
 - A. Approve minutes of the December 12, 2011 Regular meeting.
 - B. Submission of warrants
 - C. Submission of Financial Report
 - D. Submission of Investment Report
 - E. Approve FY 12 Supplemental Appropriations by Fund
 - F. The Preble County Auditor has exempted all school districts in Preble County from filing a budget report (reference ORC 5705.281). The Treasurer will present all required documents to the Auditor and the Preble County Budget Commission for review in lieu of a budget report including the Eaton Community School District five-year forecast, cash balances as of December 2011, and the debt schedule.

Motion by _____, seconded by _____, to approve agenda Item II. 1.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

III. Old Business

1. **Miami Valley Career Technology Center Report** – Doug Mowen
2. **Parks and Recreation Board Report** – Doug Mowen
3. **Project Manger's Report** – Tom Doseck
4. **Superintendent's Report** – Brad Neavin
5. **Director of Education's Report** – Cindy Neanen
6. **Principal's Report** – Pam Friesel
7. **Other Old Business**

IV. New Business

1. Resignations

The Administration recommends acceptance of the following resignations.

- A. Suzanne Stephen, Transportation Aide, retroactive to January 3, 2012, contingent upon re-employment as Special Education Aide assigned to Transportation.
- B. Tina Woodgeard, Transportation Aide, retroactive to January 3, 2012, contingent upon re-employment as Special Education Aide assigned to Transportation

2. Employment – Non-Certificated Staff

The Administration recommends the employment of the following personnel. Employment contingent upon certification (where applicable) criminal record check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- A. Suzanne Stephen, Special Education Aide assigned to Transportation, retroactive to January 3, 2012.
- B. Tina Woodgeard, Special Education Aide assigned to Transportation, retroactive to January 3, 2012.

Motion by _____, seconded by _____, to approve agenda Item IV. 1-2.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

3. Employment – Non-Certificated Staff Contracts

The following position has been posted and no certificated staff members have applied. The Administration recommends the employment of this nominee on one-year limited contract for the 2011-2012 school year (July 1, 2011-June 30, 2012) or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- A. Joel Visser, Varsity Baseball Coach

4. Employment – Certificated Staff – Substitute Teachers/Tutors as certified by the Preble County Educational Service Center.

The Administration recommends approval of the following additions to the substitute teacher/home instruction tutor list as certified by the Preble County Educational Service Center.

- A. Katina Childers, retroactive to December 14, 2011
- B. James Thayer
- C. Constance Olsen, retroactive to December 16, 2011
- D. April Callahan

5. Employment – Non-Certificated Staff – Substitute Employee

The Administration recommends employment of the following substitutes for the 2011-2012 school year. Employment contingent upon certification (in necessary), criminal background check, and all applicable state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

A. Jeff Derringer, substitute bus driver

Motion by_____, seconded by_____, to
approve agenda Item IV. 3-5.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool____ Renner ____

President declares motion _____.

6. Approval of Indoor Track and Field Coaches

The Administration recommends approval of the following employees as Indoor Track and Field Coaches per OAT & CCC Indoor Championship requirements.

- A. Scott Burnett
- B. Rick McCollum
- C. Dorothy Stoltz
- D. Jennifer Hopkins
- E. Blake Pieratt
- F. Nick Flynn
- G. Mark Silvers

Motion by_____, seconded by_____, to
approve agenda Item IV. 6 A-G.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

H. Randy McKinney

Motion by _____, seconded by _____, to
approve agenda Item IV. 6 H.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

7. Payment to Certified Staff for Student Teachers

The Administration recommends payment of \$250.00 to Jennifer Beeghly, Earla Donaldson, Teresa Grant and John Raymond, for mentoring student teachers from Miami University. Payment shall be made through funds received from Miami University.

Motion by _____, seconded by _____, to
approve agenda Item IV. 7.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

8. Agreement with Educators Preferred Corporation

The Administration recommends approval of entering into an Agreement with Educators Preferred Corporation for an Employee Severance Plan.

Motion by _____, seconded by _____, to
approve agenda Item IV. 8.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

9. Agreement with Weswurd. LLC

The Administration recommends approval of the Agreement with Weswurd, LLC for Ohio Medicaid School Program Services from July 1, 2011 thru June 30, 2014 (Attachment A).

Motion by _____, seconded by _____, to approve agenda Item IV. 9.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

10. OSBA Dues and Service Contract

The Administration recommends approval of annual membership dues, subscriptions, and Legal Assistance Fund agreement with the Ohio School Boards Association as follows

- A. Annual membership dues including subscriptions to the OSBA Briefcase and School Management news for the 2012 calendar year (Attachment B).

11. Resolution for OSBA Legal Assistance Fund

Whereas, the Eaton Board of Education wishes to support the efforts of other boards of education to obtain favorable judicial decisions, and

Whereas the Ohio School Boards Association Legal Assistance Fund has been established for this purpose,

Therefore, the Board hereby resolves to participate in the OSBA LAF for calendar year 2012 and authorizes the treasurer to pay to the LAF \$250.00.

Motion by_____, seconded by_____, to approve agenda Item IV. 10-11.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool____ Renner ____

President declares motion _____.

12. Board of Education Policy Update

The Administration recommends the first reading of the following revisions to Board of Education policies and regulations:

A. JHCD/JHCD-R – Administering Medicines to Students (Attachment C)

Motion by_____, seconded by_____, to approve agenda Item IV. 12.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool____ Renner ____

President declares motion _____.

13. Out-of-State Travel

The Administration recommends approval of out-of-state travel for the following employees.

A. Ron Neanen, Bob Ebright, Brad Davis, and Scott Burnett to travel to San Antonio, Texas, January 9, 2012 thru January 11, 2012 to attend the American Football Coaches Association Conference. All travel, lodging, food and registration expenses will be paid by the individuals.

Motion by_____, seconded by_____, to approve agenda Item IV. 13.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

14. Donations

The Administration recommends acceptance of the following donations.

- A. From Omicron Sigma Sorority to East Elementary's Support for Needy Families Christmas Program.
- B. From various anonymous donors to East Elementary's Support for Needy Families Christmas Program.
- C. From Downtown Eaton, Inc. to East Elementary's Music Program.

Motion by _____, seconded by _____, to
approve agenda Item IV. 14.

Discussion

Mowen ____ McKinney ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

President resumes open session at _____ p.m.

15. Other New Business

Motion by _____, seconded by _____, to
approve agenda Item IV. 15.

Discussion

JF ____ DM ____ RM ____ BP ____ JR ____

President declares motion _____.

16. Executive Session

To discuss _____

Motion by _____, second by _____ to convene executive session.

JF ____ DM ____ RM ____ BP ____ JR ____

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

V. Adjournment

Motion by _____, seconded by _____, to adjourn the meeting.

Discussion

JF ____ DM ____ RM ____ BP ____ JR ____

President declares motion _____.

President adjourns meeting at _____ p.m.

Upcoming Meeting:

Regular Meeting
February 13, 2012 – 6:00 p.m.
Hollingsworth East Elementary

AGREEMENT FOR OHIO MEDICAID SCHOOL PROGRAM SERVICES

This Agreement is made between the Board of Education of the Eaton Community City School District ("District") and Weswurd, LLC, ("Weswurd") the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program ("OMSP") for claims with dates of service from July 1, 2011 through June 30, 2014.

IN CONSIDERATION OF their mutual promises, the District and Weswurd agree as follows:

1. In assisting the District in procuring Medicaid reimbursement for Medicaid-eligible services, Weswurd will provide the following services:
 - (a) Weswurd will assist, if necessary, the District in obtaining its Medicaid Provider Certification in accordance with the OMSP regulations necessary to receive OMSP reimbursements for Medicaid-eligible services;
 - (b) Weswurd will provide training to the District, as may be reasonably necessary to implement the OMSP, including addressing the requirements of the new IEP plan of care requirements;
 - (c) Weswurd will coordinate the District participation elements required to manage the daily operations of the OMSP for the District to apply for Medicaid reimbursements from the state Medicaid agency, the Ohio Department of Jobs and Family Services ("ODJFS");

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- (d) Weswurd will submit District OMSP claims for payment in accordance with ODJFS processing procedures based on service documentation provided by the District. For the purpose of OMSP, Weswurd will not seek reimbursements for students known to have TPL coverage. Weswurd is reliant upon the accuracy of the service documentation as provided by the District and Weswurd shall not be responsible for submitting improper claims based on service documentation which is false or completed in error by the District;
- (e) Weswurd will establish an Audit-Safe Document Maintenance program for the District for the purpose of preserving professional service documentation and all other related documentation necessary, according to OMSP requirements, for auditing;
- (f) Weswurd agrees to make all electronically submitted service documentation available to the District for electronic storage at such a time the contractual relationship between Weswurd and the District should be terminated. The District will incur any cost associated with said electronic storage. The District will have a period of 30 days from the last enforced day of the contractual agreement to secure said electronic files.
- (g) Weswurd will assist the District Treasurer in completing the annual federally-required Medicaid cost report and the Agreed Upon Procedures Engagement in accordance with ODJFS and Ohio Department of Education ("ODE") procedures within any required timeframe;

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- (h) Weswurd will assist the District with any OMSP audit, as is reasonably possible and dependent upon the viability of Weswurd at that time. Weswurd's assistance includes and is limited to gathering documentation in its possession, obtaining additional documentation from District files if needed and available, and providing the documentation to the auditors with explanation of the documentation if necessary. Weswurd will provide said assistance with any OMSP audit for a period of twenty hours without charge. Any additional assistance beyond that, Weswurd will charge based upon a rate of \$100.00 per hour.

2. The District will perform the following services:

- (a) The District is responsible for obtaining, with the assistance of Weswurd, and maintaining its Medicaid Provider Certification in accordance with the OMSP regulations, necessary to receive OMSP reimbursements for Medicaid-eligible services;
 - (i) The District will obtain a National Provider Identifier (NPI) number as required by the OMSP (only required once).
 - (ii) The District will submit an Ohio Medicaid Provider Application and obtain and maintain a current valid Ohio Medicaid Provider Agreement as often as may be required by the ODJFS.

- (b) The District shall provide, or cause to be provided, certain skilled services to eligible students under IDEIA. The services may include: physical therapy services, occupational therapy services, psychology services, speech/language/audiology services, nursing services, social work services, and counselor services;
- (c) The District shall provide said skilled services to eligible students, or cause the services to be provided in accordance with any applicable federal and state laws concerning Medicaid services to eligible individuals, including Medicaid funding rules and regulations, ODE requirements, ODJFS requirements, and specific OMSP rules and regulations;
- (d) The District will be responsible for identifying all service professionals, employed or contracted, to Weswurd for the purpose of delivering OMSP training;
- (e) All District service providers will submit service documentation for the OMSP Medicaid-eligible services provided to students as required by any applicable OMSP regulations, ODJFS, and ODE;
- (f) All District service providers will submit service documentation for the OMSP Medicaid-eligible services provided to students in accordance with any electronic format or document format as provided by Weswurd;

- (g) The District is responsible for ensuring that its OMSP providers document services in accordance with OMSP requirements and submit documentation timely as directed by Weswurd for processing of claims;
- (h) The District will implement a document maintenance program, as advised by Weswurd, for the purpose of preserving any required OMSP documentation in accordance with any applicable state OMSP and federal Medicaid requirements;
- (i) The District will assist Weswurd in the procurement of any documents necessary to complete the Audit-Safe Document Maintenance program referred to in paragraph 1(e);
- (j) The District is responsible for ensuring that all supporting documentation, such as Individualized Education Plans and evaluations/testing reports are current, available for audit, and fully support submitted OMSP service claims. Weswurd will assist the District with ensuring that supporting documentation is available for audit of OMSP service claims;
- (k) The District will identify an employee who will be available to secure any needed information for Weswurd to file Medicaid reimbursement claims;
- (l) The District will complete the annual federally-required Medicaid Cost Report and the Agreed Upon Procedures Engagement in accordance with ODJFS and ODE procedures within any required time frame;

- (m) The District will require all employees and contractors who have in-person contact with students for the provision of services to undergo and successfully complete a criminal records check; a copy of which shall be placed in the District's file of audit documents established under the Audit-Safe Document Maintenance program referred to in section 1 (e) above;
- (n) The District will provide verification and monitoring of the licensing credentials of all professional staff that submit documentation on behalf of the District for Medicaid billing purposes. A copy of each license shall be placed in the District's file of audit documents established under the Audit-Safe Document Maintenance program referred to in section 1 (e) above;
- (o) The District will give a 30 day notice prior to changing the Trading Partner designation on file with ODJFS. Failure to do so will result in a \$100/hr. conversion fee for all remittance advices downloaded in the Adobe format.

3. Compensation

As compensation for services provided to the District by Weswurd, the District shall pay Weswurd a per claim line fee of no more than five dollars (\$5.00) for each reimbursed claim line submitted to ODJFS as part of MSP interim reimbursements; provided, however, that the claim line fee will not exceed the interim reimbursement received. For the purpose of this agreement, a claim line is defined as one service discipline rendered to one student on one given day by one provider. A final reconciliation will be made upon settlement of the cost report. The total fee for MSP services will be no more than \$15 per

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IEP student as listed on the Statistics worksheet, Line 21 of the cost report, provided, the fee will not exceed the overall reimbursements received. Any interim payments made to Weswurd will be subtracted from the amount owing; or overpayments returned to the District.

4. Termination

Either party may terminate this Agreement without cause at any time upon giving not less than sixty (60) days written notice to the other party. Additionally, this Agreement shall automatically and immediately terminate upon any of the following events:

- (a) The filing of bankruptcy, assignment for the benefit of creditors, or trusteeship of Weswurd.
- (b) The death or disability of the sole member of Weswurd.
- (c) The cessation of operations of Weswurd.

5. Indemnification

Weswurd shall indemnify and hold harmless the District, its board, administrators, agents and employees from and against all claims, damages, losses or expenses, including but not limited to attorney fees, arising out of or caused in whole or in part by the intentional or negligent acts or omissions of Weswurd, anyone directly employed by Weswurd or anyone for whose acts Weswurd may be liable. This clause shall survive termination of this Agreement.

6. Confidentiality

To the extent permitted by Ohio law, all materials and documents submitted by the District to Weswurd shall not be disseminated or disbursed to third parties without the express written consent of the District. Nothing contained in this paragraph shall require

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Weswurd to obtain consent for disclosure required by any federal, state or local law, rule or ordinance.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superceding any prior written or oral discussions, negotiations and agreements.

8. Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

9. Venue and Construction

This Agreement shall be governed by and construed under the laws of the State of Ohio. The parties stipulate that the appropriate venue for any litigation arising from or incident to this Agreement shall be the courts of Lorain County, Ohio.

10. Assignment

Weswurd shall not sell, assign or transfer any part of this Agreement, or the performance required hereunder, without the written consent of the District.

11. Time is of the Essence

Time is of the essence in all respects in connection with this Agreement.

12. Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

13. Modification

This Agreement shall not be modified, altered or changed except in a writing signed by both parties.

14. Relationship of the Parties

Weswurd is an independent contractor of the District, not a partner, agent or joint venturer of the District and neither party shall hold itself out contrary to these terms, nor shall either party be bound by any representation, act or omission whatsoever of the other.

15. Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail at the address written below the respective party's signature.

Eaton Community City School District
Board of Education

By: _____
Board President Date

By: _____
Treasurer Date

312 No. Barron Street
Eaton, OH 45320

Weswurd, LLC
Susan Bollin, Owner / Operator

By: _____
Susan Bollin Date

P.O. Box 105
Holland, Ohio 43528

OSBA'S tax identification number is 31-4414897

DATE	PO NUMBER	DESCRIPTION	AMOUNT
11/28/11		ANNUAL MEMBERSHIP DUES (Acct. 001-2310-841) January — December 2012 Dues based on your district's ADM and cost per pupil data from the Ohio Department of Education for the 2010-11 school year. Any increase or decrease in dues from the previous year is caused by a change in your district's ADM and/or cost per pupil.	\$4,937
		CHECK DESIRED SUBSCRIPTION ITEMS (Invoice amount reflects OSBA Briefcase and School Management News hard copy subscriptions)	
		<input checked="" type="checkbox"/> Annual OSBA Briefcase Subscription - Electronic Copy (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after 12/16/11. All subscribers must receive Briefcase electronically to qualify.)	FREE
		<input type="checkbox"/> Annual OSBA Briefcase Subscription - Hard Copy (Acct. 001-2310-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after 12/16/11.)	\$ 125
		<input type="checkbox"/> Annual School Management News Subscription - Electronic Copy ? (Acct. 001-2412-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after 12/16/11.)	\$ 150
		<input type="checkbox"/> Annual School Management News Subscription - Hard Copy (Acct. 001-2412-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after 12/16/11.)	\$ 185

OSBA leads the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service and creative solutions.

AMOUNT DUE \$ 5,247

ADMINISTERING MEDICINES TO STUDENTS

Many students are able to attend school regularly only through effective use of medication in the treatment of disabilities or illnesses that do not hinder the health or welfare of others. If possible, all medication should be given by the parent(s) at home. If this is not possible, it is done in compliance with the following.

1. The school nurse or an appropriate person appointed by the Board supervises the secure and proper storage and dispensation of medications. The drug must be received in the container in which it was dispensed by the prescribing physician or others licensed to prescribe medication.
2. Written permission must be received from the parent(s) of the student, requesting that the school nurse or an appropriate person comply with the physician's order.
3. The school nurse or other designated individual must receive and retain a statement which complies with State law and is signed by the physician who prescribed the drug or other person licensed to prescribe medication.
4. The parent(s) must agree to submit a revised statement, signed by the physician or other licensed individual who prescribed the drug, to the nurse or other designated individual if any of the information originally provided by the physician or licensed individual changes.
5. No employee who is authorized by the Board to administer a prescribed drug and who has a copy of the most recent statement is liable in civil damages for administering or failing to administer the drug, unless he/she acts in a manner which would constitute "gross negligence or wanton or reckless misconduct."
6. No person employed by the Board is required to administer a drug to a student except pursuant to requirements established under this policy. The Board shall not require an employee to administer a drug to a student if the employee objects, on the basis of religious convictions, to administering the drug.

Inhalers for Asthma

Students have the right to possess and use a metered-dose inhaler or a dry-powder inhaler to alleviate asthmatic symptoms or before exercise to prevent the onset of asthmatic symptoms. The right applies at school or at any activity, event or program sponsored by or in which the student's school is a participant.

In order for a student to possess the inhaler, he/she must have written approval from the student's physician and parent or other caretaker. The principal and/or the school nurse must have received copies of these required written approvals.

Epinephrine Autoinjectors

Students are permitted to carry and use an epinephrine autoinjector (epi-pen) to treat anaphylaxis (severe allergic reactions). The right to carry and use an epi-pen extends to any activity, event or program sponsored by the student's school or activity, event or program in which the school participates.

Student possession of an epi-pen is permitted only if the student has written approval from the prescriber of the medication and, if a minor, from his/her parent. Written approval must be on file with the principal and, if one is assigned, the school nurse. In addition, the principal or school nurse must receive a backup dose of the medication from the parent or student.

[Adoption date: June 1, 2003]

[Re-adoption date:]

LEGAL REFS.: ORC 2305.23; 2305.231
3313.64; 3313.712; 3313.713; 3313.716; 3313.718
3314.03; 3314.141
OAC 3301-35-06

CROSS REFS.: EBBA, First Aid
JFCH, Alcohol Use by Students
JFCI, Student Drug Abuse

ADMINISTERING MEDICINES TO STUDENTS

Students needing medication are encouraged to receive the medication at home, if possible.

1. The person or persons designated to administer medication receives a written request, signed by the parent(s) having care or charge of the student, that the drug be administered to the student.
2. Each person designated to administer medication receives a statement, signed by the physician or other person licensed to prescribe medication, which includes all of the following information:
 - A. the name and address of the student;
 - B. the school and class in which the student is enrolled;
 - C. the name of the drug and the dosage to be administered;
 - D. the times or intervals at which each dosage of the drug is to be administered;
 - E. the date on which the administration of the drug is to begin;
 - F. the date on which the administration of the drug is to cease;
 - G. any severe adverse reactions which should be reported to the physician and one or more telephone numbers at which the person who prescribed the medication can be reached in case of an emergency and
 - H. special instructions for administration of the drug, including sterile conditions and storage.
3. The parent(s) agree to submit a revised statement signed by the physician who prescribed the drug to the person designated to administer medication if any of the information provided by the person licensed to prescribe medication as described above changes.
4. The person authorized to administer the drug receives a copy of the statement described above.
5. The drug is received by the person authorized to administer the drug to the student for whom the drug is prescribed in the container in which it was dispensed by the prescribing physician or other licensed professional.

The person designated by the Board establishes a location in each school building for the storage of drugs to be administered. All such drugs shall be stored in that location in a locked storage place. Drugs which require refrigeration may be kept in a refrigerator in a place not commonly used by students.

No person who has been authorized by the Board to administer a drug and has a copy of the most recent statement which was given to him/her prior to administering the drug is liable for administering or failing to administer the drug, unless such person acts in a manner which constitutes “gross negligence or wanton or reckless misconduct.”

A person employed by the Board is not required to administer a prescribed drug to a student unless a Board regulation establishes a requirement; furthermore, the Board shall not require an employee to administer a drug to a student if the employee objects, on the basis of religious convictions, to administering the drug.

Board policy and regulations regarding dispensation of medication must be formally adopted by the Board and may be changed, modified or revised only by action of the Board.

Use of Asthma Inhalers

In order for a student to possess and use an inhaler, he/she must have written approval from the student’s physician and parent or other caretaker. The principal and/or the school nurse must have received copies of these required written approvals.

The physician’s written approval must specify the minimum following information:

1. the student's name and address;
2. the name of the medication contained in the inhaler;
3. the date the administration of the medication is to begin;
4. the date, if known, that the administration of the medication is to cease;
5. written instructions which outline the procedures school personnel should follow in the event that the asthma medication does not produce the expected relief from the student's asthma attack;
6. any severe adverse reactions that may occur to the student using the inhaler that should be reported to the physician;
7. any severe reactions that may occur to another student for whom the inhaler is not prescribed, should he/she receive a dose of the medication;

8. at least one emergency telephone number for contacting the physician;
9. at least one emergency telephone number for contacting the parent, guardian or other person having care or charge of the student in an emergency and
10. any other special instructions from the physician.

In no circumstances will the District, any member of the Board or any Board employee be liable for injury, death or loss of person or property when a District employee prohibits a student from using an inhaler because the employee believes in good faith that the required written approvals have not been received by the principal. Additionally, liability cannot accrue because the employee permits the use of an inhaler when the employee believes in good faith that the written approval(s) have been received by the appropriate authority.

Use of Epinephrine Autoinjectors

Student possession of an epi-pen is permitted only if the student has written approval from the prescriber of the medication and, if a minor, from his/her parent. Written approval must be on file with the principal and, if one is assigned, the school nurse. In addition, the principal or school nurse must receive a backup dose of the medication from the parent or student.

The prescriber's written approval must specify at least the following information:

1. student's name and address;
2. names and dose of the medication contained in the autoinjector;
3. the date the administration of the medication is to begin and, if known, the date the administration of the medication is to cease;
4. acknowledgement that the prescriber has determined that the student is capable of possessing and using the epi-pen appropriately and has provided the student with training in the proper use of the epi-pen;
5. circumstances in which the epi-pen should be used;
6. written instructions that outline procedures school personnel should follow if the student is unable to administer the medication or the medication does not produce the expected relief from the student's anaphylaxis (allergic response);
7. any severe reaction that:
 - A. the student may experience that should be reported to the prescriber or

- B. that may occur to another student for whom the medication is not prescribed, if that student receives a dose of the medication;
- 8. at least one emergency telephone number each for contacting the prescriber and the parent and
- 9. any other special instructions from the prescriber.

Whenever a student is administered epinephrine at school or at an activity, event or program sponsored by the school or in which the school is a participant, a school employee must immediately request assistance from an emergency medical service provider. Request for medical assistance applies whether the student self-administers the medication or a school employee administers it to the student.

The Board and District employees are not liable in damages in a civil action for injury, death or loss to person or property allegedly arising if:

- 1. a school employee prohibits a student from using an epi-pen because he/she has a good faith belief that the conditions for carrying and using the medication have not been satisfied;
- 2. a school employee permits a student to carry and use an epi-pen because of the good faith that the conditions have been satisfied or
- 3. in instances in which a student is rightfully permitted to carry an epi-pen, the medication is used by a student for whom it was not prescribed.

All immunities granted to schools under the sovereign immunity law or any other law apply.

(Approval date: June 1, 2003)
(Re-approval date:)