



LIBERTY UNION HIGH SCHOOL DISTRICT MEDICATION ASSISTANCE AUTHORIZATION

Education Code section 49423 provides that a school nurse or other designated school personnel may assist any student who is required to take medication during the regular school day that was prescribed by a physician and surgeon or ordered by a physician assistant practicing in compliance with Chapter 7.7 of Division 2 of Business and Professions Code, if the school district obtains the following:

- 1. A written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken; and*
- 2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that the district assist the student in the matters set forth in the statement of the physician and surgeon or physician assistant.*

It further provides that a student may carry and self-administer auto-injectable epinephrine, if the school district obtains the following:

- 1. A written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the student is able to self-administer auto-injectable epinephrine; and*
- 2. A written statement from the parent, foster parent, or guardian of the student consenting to the self-administration, providing a release for the school nurse or other designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and releasing the school district and school personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication.*

The written statements required by Section 49423 must be provided at least annually, or more frequently if the medication, dosage, frequency of administration, or reason for administration changes. A student may be disciplined under Section 48900 if the student uses auto-injectable epinephrine other than as prescribed.

California Code of Regulations, Title 5, Article 4.1 provides additional clarity for implementing Section 49423. Section 600 provides a broader definition for who can provide the written statement. Specifically, Section 600 states that the written statement can be provided by an "authorized health care provider," which Section 601, subdivision (a) defines as "an individual who is licensed by the State of California to prescribe medication." The written statement must specify, at a minimum, "the medication the pupil is to take, the dosage, and the period of time

during which the medication is to be taken,” as well as the information listed in Section 49423 (the method, amount, and time schedule by which the medication is to be taken). Section 601, subdivision (b) defines medication to include prescribed substances and substances that do not require a prescription, “such as over-the-counter remedies, nutritional supplements, and herbal remedies.” Finally, Section 601, subdivision (g) defines “regular school day” more broadly. In addition to the time the student receives instruction, it also includes “the time during which the pupil otherwise participates in activities under the auspices of the local education agency, such as field trips, extracurricular and cocurricular activities, before- or after-school programs, and camps or other activities that typically involve at least one overnight stay away from home.”

Finally, similar to Section 49423, Section 49423.1 provides that a school nurse or other designated school personnel may assist a student with a prescribed, inhaled asthma medication or the student may carry and self-administer such medication, if the school district obtains the following:

1. For the student to be assisted by school personnel:
 - a. A written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken; and
 - b. A written statement from the parent, foster parent, or guardian of the student indicating the desire that the district assist the student in the matters set forth in the statement of the physician and surgeon or physician assistant.
2. For the student to self-administer:
 - a. A written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the student is able to self-administer inhaled asthma medication; and
 - b. A written statement from the parent, foster parent, or guardian of the student consenting to the self-administration, providing a release for the school nurse or other designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and releasing the school district and school personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication.

The written statements required by Section 49423.1 must be provided at least annually, or more frequently if the medication, dosage, frequency of administration, or reason for administration changes. A student may be disciplined under Section 48900 if the student uses inhaled asthma medication other than as prescribed.



LIBERTY UNION HIGH SCHOOL DISTRICT
PARENT/GUARDIAN MEDICATION AUTHORIZATION

Student's Last Name: _____ First Name: _____

Student's ID Number: _____ Student's Birthdate: _____

A. Medication Assistance

Parents or guardians ("Parents") hereby request and authorize **Liberty Union High School District** to administer the prescription medication(s) identified on the Health Care Provider Medication Authorization to Student during the school day and while Student is participating in field trips, activities, athletics, and events held before, during, and after the school day that **Liberty Union High School District** organizes or sponsors.

Parents agree to provide **Liberty Union High School District** with the prescription medication(s) in the original container with the pharmacist's label, which includes Student's name, medication name, amount (dosage), and time schedules. Parents agree that it is Parents' responsibility to provide School with unexpired and properly labeled doses/supplies. Parents acknowledge and agree that Parents will immediately notify School in writing of any changes in Student's prescription medication needs or in health care provider and understand that, if such a change occurs, Parents must submit a revised Health Care Provider Medication Authorization.

Parents authorize the school nurse and other authorized **Liberty Union High School District** personnel to consult with Student's health care provider regarding any questions related to Student's medication/supplies. Parents further authorize disclosure of the information contained in this Parent/Guardian Medication Authorization and the Health Care Provider Medication Authorization to **Liberty Union High School District** personnel who regularly interact with or supervise Student.

Parents acknowledge that, except for inhaled asthma medication and auto-injectable epinephrine that Student has been appropriately authorized to self-administer, or as otherwise approved by the District, Student may not personally possess medication, including prescription medication and over-the-counter remedies, while on **Liberty Union High School District** property.

B. Student Administration of Inhaled Asthma Medication or Auto-Injectable Epinephrine

Parents or guardians ("Parents") hereby consent to Student self-administering the medication(s) identified below during the school day and while Student is participating in field trips, activities, athletics, and events held before, during, and after the school day that **Liberty Union High School District** organizes or sponsors.

☐ Inhaled asthma medication ☐ Auto-injectable epinephrine

Parents agree to provide Student with the identified medication(s) in the original container with the pharmacist's label, which includes Student's name, medication name, amount (dosage), and time schedules. Parents agree that it is Parents' responsibility to provide Student with unexpired and properly labeled doses/supplies for the identified medication(s). Parents acknowledge and agree that Parents will immediately notify School in writing of any changes in Student's prescription medication needs or in health care provider and understand that, if such a change occurs, Parents must submit a revised Health Care Provider Medication Authorization.

Parents authorize the school nurse and other **Liberty Union High School District** personnel to consult with Student's health care provider regarding any questions related to Student's medication/supplies. Parents further authorize disclosure of the information contained in this Parent/Guardian Medication Authorization and the Health Care Provider Medication Authorization to **Liberty Union High School District** personnel who regularly interact with or supervise Student.

Parents acknowledge that, except for inhaled asthma medication and auto-injectable epinephrine that Student has been appropriately authorized to self-administer, or as otherwise approved by the District, Student may not personally possess medication, including prescription medication and over-the-counter remedies, while on **Liberty Union High School District** property.

To the furthest extent permitted by law, Parents, on behalf of themselves and Student, and each of their respective heirs, family members, successors, guardians or legal representative, estates, trusts, trustees, agents, and assigns, voluntarily release, discharge, waive and relinquish **Liberty Union High School District**, its officers, trustees, directors, employees, volunteers, agents, and representatives in their official, representative, and individual capacities ("the Released Party(ies)"), from any and all claims, demands, damages, financial liability, expenses, judgments, liability (including attorneys' fees and costs) ("Claims") arising out of Student's self-administration of medication or this consent. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

Print Name

Print Name

Signature

Signature

Date

Date

HEALTH CARE PROVIDER MEDICATION AUTHORIZATION

Student's Last Name: _____

Student's First Name: _____

Student's ID Number: _____

Student's Birthdate: _____

I affirm that Student is under physician care and has prescribed the Student the following medications:

Name of Medication	Dose	Administration Method	Directions/Time Schedule	Special Instructions

I affirm that Student is able to self-administer the following medications:

- ☐ Inhaled asthma medication
- ☐ Auto-injectable epinephrine
- ☐ Other: _____

Print Name

Address

Signature

Address

Date

Telephone Number