

PORTER TOWNSHIP SCHOOL CORPORATION

THURSDAY, NOVEMBER 14, 2024

**BOARD OF SCHOOL TRUSTEES
MEETING
5:30 PM CST**



**NATALIE WARGO, PRESIDENT
ERIC MCGINTY, VICE-PRESIDENT
MARY HARLOW, SECRETARY
LILANN SGOUROS, MEMBER
JEANNETTE SKIBBIE, MEMBER**



AGENDA
REGULAR SCHOOL BOARD MEETING
THURSDAY, NOVEMBER 14, 2024
5:30 pm

This meeting is a meeting of the School Board for the purpose of conducting the School Corporation's business and is not to be considered a public community meeting. There will be a time for public participation, as indicated by the agenda. The meeting site is fully accessible. Any person requiring further accommodation should contact the Superintendent.

1. **CALL TO ORDER** – Dr. Natalie Wargo
 - A. Pledge of Allegiance
 - B. Welcome Visitors
2. **AGENDA ADJUSTMENTS** – Dr. Stacey Schmidt
3. **PUBLIC COMMENT**
4. **PLE PROJECT – Hearing on 2nd Amendment to Lease and Additional Appropriation** – Dr. Schmidt
 - A. Welcome
 - B. Statement of Purpose on Second Amendment to Lease
 - C. Statement of Purpose of Hearing on Additional Appropriation of Bond Proceeds
 - D. Open Public Hearing
 - E. Adopt Resolution 1124-309 – Authorizing the Execution of the Lease
Motion_____ **Second**_____
 - F. Adopt Resolution 1124-310 – Additional Appropriation
Motion_____ **Second**_____
 - G. Adopt Resolution 1124-311 – Assigning Construction Bids to the Building Corporation
Motion_____ **Second**_____
 - H. Adopt Resolution 1124-312 – Approving the Third Supplement to Master Continuing Disclosure Undertaking
Motion_____ **Second**_____
 - I. Close Public Hearing
5. **CONSENT AGENDA** – Dr. Schmidt
 - A. Personnel Report
 - B. Board Minutes, 10.10.24 Regular Board Meeting
 - C. Payroll and Claim Dockets
Motion_____ **Second**_____
6. **FINANCIAL REPORT** – Mrs. Kathleen Smith
 - A. Financial Report
 - B. Fund Report
 - C. Monthly Fund Transfer Reports

7. BUSINESS

A. Approve Collective Bargaining Agreement – Dr. Schmidt

Motion _____ **Second** _____

B. Approve Fundraisers – Dr. Schmidt

Motion _____ **Second** _____

C. Contract Considerations – Dr. Schmidt

Motion _____ **Second** _____

D. Approve the 1st Reading of the Following Board Policy Revisions – Mr. Parrish

1. Revised Policy 1130 – Conflict of Interest
2. Revised Policy 1220 – Employment of the Superintendent
3. Revised Policy 1230 – Responsibilities of the Superintendent
4. Revised Policy 1617 – Weapons
5. Rescinded Policy 2312 – Class Size
6. Revised Policy 2623 – Student Assessment
7. Revised Policy 3113 – Conflict of Interest
8. Revised Policy 3217 – Weapons
9. Revised Policy 4113 – Conflict of Interest
10. Revised Policy 4217 – Weapons
11. Revised Policy 5410 – Promotion, Placement, and Retention
12. Revised Policy 5772 – Weapons
13. Revised Policy 6110 – Grant Funds
14. Revised Policy 6111 – Internal Control Standards & Procedures
15. Revised Policy 6112 – Cash Management of Grants
16. Revised Policy 6114 – Cost Principles – Spending Federal Funds
17. Revised Policy 6325 – Procurement – Federal Grants/Funds
18. Revised Policy 6550 – Travel Payment and Reimbursement/Relocation Costs
19. Revised Policy 7217 – Possession of Firearms and Weapons by Visitors
20. Revised Policy 7310 – Disposition of Surplus Property
21. Revised Policy 7450 – Property Inventory
22. Revised Policy 7540.03 – Student Technology Acceptable Use and Safety
23. Revised Policy 8400 – School Safety Information

Motion _____ **Second** _____

8. ASSISTANT SUPERINTENDENT REPORT – Mr. Parrish

9. SUPERINTENDENT REPORT – Dr. Schmidt

- A. 2025 Lease Bonds – Discuss Potential Project, Financial Information, and Authorize Publication of Notice of Hearings

10. ADJOURNMENT

Motion _____ **Second** _____



RESOLUTION #1124-309 "A"

RESOLUTION AUTHORIZING EXECUTION OF SECOND AMENDMENT TO LEASE AND SALE OF REAL ESTATE

WHEREAS, on October 10, 2024, this Board of School Trustees (the "Board") examined and approved a form of Second Amendment to Lease (the "Amendment") between the Porter Township High School Building Corporation (the "Building Corporation") and Porter Township School Corporation (the "School Corporation"); and

WHEREAS, notice of a hearing on the proposed Amendment was given by publication in the *Northwest Indiana Times* and in the Post-Tribune on October 11, 2024, and said hearing has been held in accordance with the notice; and

WHEREAS, by statute the Building Corporation is required to own the real estate to be leased to the School Corporation, and the School Corporation is required to have the value of the real estate determined by court-appointed appraisers; now, therefore,

BE IT RESOLVED by the Board of the School Corporation, that the preliminary plans and estimates provide the necessary facilities for the pupils of this School Corporation and the same now are hereby approved, and any members of the Board be, and they are hereby authorized and directed to endorse their approval upon such plans and estimates.

BE IT FURTHER RESOLVED, that the proposed Amendment provides for a fair and reasonable rental, and further that the execution of the Amendment is necessary and wise.

BE IT FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Board is authorized and directed to initial and date a copy of the proposed Amendment and to place the same in the minute book immediately following the minutes of this meeting, and said Amendment is made a part of this resolution as fully as if the same were set forth herein.

BE IT FURTHER RESOLVED, that any officers of the Board be, and they are hereby authorized and directed to execute the Amendment on behalf of the School Corporation.

BE IT FURTHER RESOLVED, that the Board ratifies and approves the filing of a petition with the Circuit Court of Porter County (the "Court") requesting the appointment of appraisers to determine the fair market value of the real estate subject to the Amendment (the "Real Estate").

BE IT FURTHER RESOLVED, any officers of the Board are authorized to execute a deed and sell the Real Estate at a price not less than that fixed by the Court.

Porter Township School Corporation

248 South 500 West
Valparaiso, IN 46385
219-477-4933 ext. 1000

STACEY M. SCHMIDT, Ph.D.
Superintendent

BEN PARRISH
Assistant Superintendent

KATHLEEN SMITH
CFO/Treasurer



BE IT FURTHER RESOLVED, that the officers of the Board have full authority to execute any and all documents necessary to execute the Amendment and Deed, if applicable, or for the issuance of the bonds secured by such Amendment and that the use of electronic signatures by officers of the Board or representatives of the School Corporation are hereby authorized and affirmed with full valid legal effect and are enforceable.

Passed and adopted this 14th day of November, 2024.

President, Board of School Trustees

Secretary, Board of School Trustees



RESOLUTION #1124-310 "B"
ADDITIONAL APPROPRIATION RESOLUTION

WHEREAS, Porter Township School Corporation (the "School Corporation") is a school corporation organized and existing under the provisions of Indiana Code § 20-23; and

WHEREAS, the Board of School Trustees (the "Board") of the School Corporation finds that the present facilities of the School Corporation are not adequate to provide for the proper educational environment of the pupils now attending or who will attend its schools; and

WHEREAS, the Board has determined to sell certain real estate to the Porter Township High School Building Corporation (the "Building Corporation") for a purchase price not to exceed \$18,340,000 and to use such proceeds for the renovation of and improvements to school facilities, including construction of additional classrooms and cafeteria space at Porter Lakes Elementary School and site and facility improvements throughout the school corporation and the purchase of equipment and technology (the "Projects"); and

WHEREAS, the estimated cost of the Projects at the present time is in the approximate amount of \$18,340,000, and the Board finds that no sufficient provision has been made on account thereof in the existing budget, and that a need exists for the making of an additional appropriation for such purpose; now, therefore,

BE IT RESOLVED by the Board of the School Corporation that an appropriation of the proceeds of the sale of real estate to the Building Corporation in the maximum amount of \$18,340,000 be and the same is hereby made to be applied on the costs of the Projects, said appropriation to include the incidental expenses necessary to be incurred in connection with the Projects; that said appropriation shall be in addition to all appropriations provided for in the existing budget, and shall continue in effect until the completion of the Projects.

BE IT FURTHER RESOLVED that the Board authorizes the establishment of a construction fund in which will be deposited the real estate proceeds in the maximum amount of \$18,340,000, and directs that all interest on such construction fund shall be retained in such construction fund.

BE IT FURTHER RESOLVED that the Board authorizes that any funds remaining in the construction fund after completion of the Projects shall be deposited into one or more of the other established funds of the School Corporation, as the Board directs.

Passed and adopted this 14th day of November, 2024.

President, Board of School Trustees

Secretary, Board of School Trustees



RESOLUTION #1124-311 "c"

**RESOLUTION ASSIGNING CONSTRUCTION BIDS AND
CONTRACTS, ONCE RECEIVED**

WHEREAS, the Porter Township School Corporation (the "School Corporation") has or will receive construction bids or enter into contracts for the renovation of and improvements to school facilities, including construction of additional classrooms and cafeteria space at Porter Lakes Elementary School and site and facility improvements throughout the school corporation and the purchase of equipment and technology (the "Projects"); and

WHEREAS, the School Corporation intends to sell certain real estate on which the Projects will be renovated (the "Real Estate") to the Porter Township High School Building Corporation (the "Building Corporation") which Building Corporation will complete the Projects; and

WHEREAS, the School Corporation intends to establish a construction fund and appropriate the funds it receives from the Building Corporation for the sale of the Real Estate; now, therefore,

BE IT RESOLVED, the construction bids and contracts relating to the Projects are hereby assigned to the Building Corporation, once received.

Passed and adopted this 14th day of November, 2024.

President, Board of School Trustees

Secretary, Board of School Trustees



RESOLUTION #1124-312 "d"

RESOLUTION APPROVING THIRD SUPPLEMENT TO MASTER CONTINUING DISCLOSURE UNDERTAKING

WHEREAS, a Third Supplement to Master Continuing Disclosure Undertaking (the "Undertaking") have been presented to the Board of School Trustees (the "Board") of Porter Township School Corporation (the "School Corporation") in connection with the issuance of the Porter Township High School Building Corporation Ad Valorem Property Tax First Mortgage Bonds, Series 2024 (the "Bonds"); and

WHEREAS, the Board must approve the form of Undertaking and the issuance of the Bonds; now, therefore,

BE IT RESOLVED, that the Board hereby approves the form of Undertaking and hereby authorizes any officers of the Board to execute such Undertaking.

BE IT RESOLVED, that any officers of the Board are hereby authorized and directed to execute any and all documents and certificates required in order to issue and deliver the Bonds.

Passed and adopted this 14th day of November, 2024.

President, Board of School Trustees

Secretary, Board of School Trustees



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Appointments

Extra-Curricular

Name	Position	Location	Effective Date
Baacke, Greg	MS Boys Basketball Assistant Volunteer	BGMS	2024-2025 School Year
Baird, Bridget	MS XC Head Coach	BGMS	2024-2025 School Year
Clinton, Don	Assistant Bowling Coach, Volunteer	BGHS	2024-2025 School Year
Clinton, Kelly	Assistant Bowling Coach, Volunteer	BGHS	2024-2025 School Year
Draves, Jennifer	Academic Team Head Coach	BGMS	2024-2025 School Year
Eleftheri, Linda	Freshman Girls Basketball Head Coach	BGHS	2024-2025 School Year
Falkowski, Greg	8th Grade Boys Basketball Head Coach	BGMS	2024-2025 School Year
Garza, Sean	Varsity Boys Wrestling Assistant Volunteer	BGHS	2024-2025 School Year
Hill, Bryan	C-Team Boys Basketball Head Coach	BGHS	2024-2025 School Year
Hill, Dean	Varsity Boys Basketball Head Coach, Varsity Boys Golf Head Coach	BGHS	2024-2025 School Year
Knight, William	Bowling Head Coach	BGHS	2024-2025 School Year
Loving, Sheryl	Art Club, Art Show, Art Department Chair	BGHS	2024-2025 School Year
Minder, Robert	Varsity Girls Wrestling Head Coach	BGHS	2024-2025 School Year
Mendoza, Chris	6th Grade Boys Basketball Head Coach	BGMS	2024-2025 School Year
Ooms, David	Varsity Boys Basketball Assistant Volunteer	BGHS	2024-2025 School Year
Paciga, Bonnie	Bowling Assistant Coach, Volunteer	BGHS	2024-2025 School Year
Peterson, Shana	MS Cheerleading Head Coach	BGMS	2024-2025 School Year
Richardson-Kobus, Jane	Bowling Assistant Coach, Volunteer	BGHS	2024-2025 School Year
Riley, Sean	MS Boys Baseball Head Coach, Varsity Baseball Head Coach	BGMS/BGHS	2024-2025 School Year
Ryzewski, Hannah	Varsity Girls Basketball Head Coach	BGHS	2024-2025 School Year
Saco, Melissa	JV Girls Basketball Head Coach	BGHS	2024-2025 School Year
Schmidt, Laura	Girls Swimming Volunteer	BGHS	2024-2025 School Year
Schwartzkopf, Chris	Varsity Wrestling Assistant Volunteer	BGHS	2024-2025 School Year
Simatovich, Michael	JV Boys Basketball Head Coach	BGHS	2024-2025 School Year
Taborski, Michael	Varsity Boys Wrestling Head Coach	BGHS	2024-2025 School Year
Talbert, Jeremy	Varsity Boys Wrestling Assistant Volunteer	BGHS	2024-2025 School Year
Trapana, Tom	Varsity Boys Track Head Coach	BGHS	2024-2025 School Year
Voudrie, Dan	7th Grade Boys Basketball Head Coach	BGMS	2024-2025 School Year
Wargo, Jason	Boys Swimming Volunteer	BGHS	2024-2025 School Year
Wyrick, Samantha	BGMS Cheerleading Assistant Volunteer	BGMS	2024-2025 School Year



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Leaves

Certified

Clemens, Jade	Special Ed Teacher	BGE	2/25/25 through end of school year
Hamill, Samantha	5th Grade Teacher	BGE	2/11/25 through end of school year
Johnston, Jessica	1st Grade Teacher	PLE	3/31/25 through end of school year
Ritchie, Jolie	Head Coach: MS Academic Team & Jr. Social Studies Academic Team	BGMS	2024-2025 School Year
Anderson, Blake	Special Ed Teacher's Aide	BGHS	10/6/2025

Resignations

Extra-Curricular

Rate Adjustment

Classified

Minutes of the Regular School Board Meeting, Porter Township School Corporation Board of School Trustees
October 10, 2024 | 5:30 pm CST

**The following is a partial transcript of the meeting. A recording of the actual meeting is available at Central Office and is kept on file for approximately 5 months after the date of the meeting. Approval of this transcript as official minutes will be at the next regular meeting of the Board of School Trustees.*

Board Members Present: Dr. Natalie Wargo, Lilann Sgouros, and Jeannette Skibbie

Board Members Absent: Eric McGinty and Mary Harlow

Staff Members Present: Dr. Stacey Schmidt, Superintendent, Ben Parrish, Assistant Superintendent, Kathleen Smith, CFO, Laura Scott, Executive Assistant, and Jacquelyn Pillar, Corporation Attorney

There were no community members in attendance.

1. CALL TO ORDER – Dr. Natalie Wargo, President, 5:30 pm

A. Pledge of Allegiance

B. Welcome Visitors

2. AGENDA ADJUSTMENTS – Dr. Stacey Schmidt | None

3. PUBLIC COMMENT | There were no public comments

4. CONSENT AGENDA – Dr. Schmidt

A. Personnel Report

B. Board Minutes

1. 9.12.24 Special Meeting, Public Hearing

2. 9.12.24 Regular Meeting

C. Payroll and Claim Dockets

Dr. Schmidt recommended approval of the Consent Agenda as presented in the board packet, consisting of board meeting minutes, payroll and claim dockets, and the following items listed on the personnel report:

<u>Appointments</u>	Name	Position	Location	Effective Date
<i>Certified</i>	Filbert, Abigail	Applied Skills Teacher	PLE	10/14/2024
<i>Classified</i>	Pelc, Jennifer	Special Ed Aide	PLE	9/17/2024
	Rowland, Miranda	Special Ed Aide	PLE	10/7/2024
	Windsor, Holly	Special Ed Aide	PLE	9/17/2024
<i>Extra-Curricular</i>	Allen, Carlie	7th Grade Girls Volleyball Coach	BGMS	2024-2025 School Year
	Belleville, Paul	Games Club, Band Performance & Contests, Pep Band	BGHS	2024-2025 School Year
	Chant, John	Social Studies Academic Team, Social Studies Department Chair	BGHS	2024-2025 School Year
	Davis, Kelly	8th Grade Girls Volleyball Coach	BGMS	2024-2025 School Year
	Davis, Stacy	Fall Drama, Spring Drama	BGHS	2024-2025 School Year
	Eleftheri, Linda	P.E. Department Chair, 6th Grade Girls Volleyball Head Coach	BGHS	2024-2025 School Year
	Eleftheri, Loucas	6th Grade Girls Volleyball Asst. Coach Volunteer	BGHS	2024-2025 School Year
	Fortenberry, Ember	9th Grade Class Sponsor	BGHS	2024-2025 School Year
	Gibbs, Jennifer	Natural Helpers Co-Sponsor	BGHS	2024-2025 School Year

<i>Extra-Curricular</i>	Janesheski, Troy	Science Fair Co-Sponsor, National Honor Society Co-Sponsor, Spell Bowl Sponsor	BGHS	2024-2025 School Year
	Krause, Karen	Student Council Sponsor	BGHS	2024-2025 School Year
	Loving, Sheryl	10th Grade Class Sponsor	BGHS	2024-2025 School Year
	McGinley, Justine	STEM Club, Science Fair Co-Sponsor, 11th Grade Class Co-Sponsor, Science Academic Team	BGHS	2024-2025 School Year
	Mikulich, Ginger	Science Fair Co-Sponsor, Science Department Chair	BGHS	2024-2025 School Year
	Moreno, Tamitha	12th Grade Class Sponsor	BGHS	2024-2025 School Year
	Saco, Melissa	11th Grade Class Co-Sponsor	BGHS	2024-2025 School Year
	Sarnowski, Katie	Academic Team Head Coach, Math Academic Team	BGHS	2024-2025 School Year
	Sherman, Kathy	Media Department Chair	BGHS	2024-2025 School Year
	Swan-Caratini, Jori	English Academic Team, English Department Chair	BGHS	2024-2025 School Year
	Tauber, Anthony	Natural Helpers Co-Sponsor	BGHS	2024-2025 School Year
	Taylor, Robert	Varsity Cross Country Asst, Volunteer	BGHS	2024-2025 School Year
	Thill, Rollie	National Honor Society Co-Sponsor, Math Department Chair	BGHS	2024-2025 School Year
	Trapana, Thomas	Yearbook, Business Department Chair	BGHS	2024-2025 School Year
	Welbourne-Swetalla, Athena	Fine Arts Academic Chair, Choir Performance & Contests, Swing Choir, Music Department Chair	BGHS	2024-2025 School Year
	Westerman, Ivette	Spanish Club, Key Club, Foreign Language Department Chair	BGHS	2024-2025 School Year
Resignations				
<i>Certified</i>	Watkin, Jayne	Special Ed Teacher	PLE	10/4/2024
<i>Classified</i>	Felde, Tonya	Special Ed Teacher's Aide	PLE	9/6/2024
	Shepard, Samantha	Special Ed Teacher's Aide	PLE	9/27/2024

A motion to approve the consent agenda was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 3-0.

5. FINANCIAL REPORT – Mrs. Kathleen Smith

A. Financial Report

B. Fund Report

C. Monthly Fund Transfer Reports

6. BUSINESS

A. Tentative Agreement – Teacher Collective Bargaining Agreement – Dr. Schmidt

Through bargaining, the following terms have been agreed to:

Starting base salary moves to \$49,475.00

Qualifying teachers (evaluation rating and experience) will see a compensation increase of \$780.00

Adding a Girls Varsity Wrestling coach to the list of available extra-curriculars

B. Approve Administrative Compensation Increases and Contract Extensions – Dr. Schmidt

Dr. Schmidt recommended contract extensions and compensation increases for Administrators that align with Collective Bargaining, as presented in the board packet. A motion to approve these compensation increases and contract extensions was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 3-0.

C. Approve Classified Compensation Increases and Wage Schedule – Dr. Schmidt

Dr. Schmidt recommended approval of compensation increases for our classified staff, as presented in the board packet. A motion to approve these compensation increases and wage schedule was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 3-0.

D. Contract Considerations – Dr. Schmidt

Dr. Schmidt recommended approval of one contract with our food service merchant system, EMS Linq, LLC. A motion to approve this contract was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 3-0.

E. Approve Fundraisers – Dr. Schmidt

Dr. Schmidt recommended approval for an Angel Tree fundraiser at BGE. A motion to approve this fundraiser was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 3-0.

F. Accept Donations – Dr. Schmidt

Dr. Schmidt recommended approval of generous donations from Indiana Farm Bureau, Arctic Engineering, Porter-Starke Services, and Boone Grove Christian Church. A motion to accept these donations was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 3-0.

G. Approve Overnight Field Trips – Dr. Schmidt

Dr. Schmidt recommended approval of Natural Helpers' upcoming overnight field trip. A motion to approve this field trip was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 3-0.

H. Approve Transfer Students for the 2024-2025 School Year – Dr. Schmidt

Dr. Schmidt recommended approval of one 8th grade student who meets the qualifications for enrollment. A motion to approve this transfer student was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 3-0.

I. Adopt Resolution #1024-300 – Determine Need for Projects – Dr. Schmidt

Adoption of this resolution is required by statute – the board must determine the need for the projects. A motion to adopt resolution 1024-300 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

J. Adopt Resolution #1024-301 – Approving Form of Second Amendment to Lease – Dr. Schmidt

When funding projects through lease financing, this resolution is required to amend the lease to increase the lease rental due from the Corporation. A motion to adopt resolution 1024-301 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

K. Adopt Resolution #1024-302 – Reapproving Building Corporation – Dr. Schmidt

In order for the Building Corporation, which is a not-for-profit Indiana Corporation, to issue tax-exempt bonds, they must be approved by the School Board in order to issue the tax-exempt bonds on behalf of the School Corporation. A motion to adopt resolution 1024-302 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

L. Adopt Resolution #1024-303 – Ordinance or Resolution for Appropriations & Tax Rates – Mrs. Smith

Mrs. Smith recommended adoption of this resolution for the tax rate for our 2025 budget. A motion to adopt resolution 1024-303 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

M. Adopt Resolution #1024-304 – Adjust or Reduce Budget 2025 – Mrs. Smith

Mrs. Smith recommended adoption of this resolution, which will allow her to adjust anything pertaining to our 1782 notice after our budget has been approved. A motion to adopt resolution 1024-304 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

N. Adopt Resolution #1024-305 – 2025 Bus Replacement Plan – Mrs. Smith

Mrs. Smith recommended approval of this bus replacement plan resolution. A motion to adopt resolution 1024-305 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

O. Adopt Resolution #1024-306 – 2025 Capital Projects – Mrs. Smith

Mrs. Smith recommended approval of this resolution, which allows us to adopt our capital projects for the next 3 years. A motion to adopt resolution 1024-306 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

P. Adopt Resolution #1024-307 – Transfer from Education Fund to Operations Fund – Mrs. Smith

Mrs. Smith recommended adoption of this resolution, which will allow us to transfer up to 15% from our education fund to operations fund. A motion to adopt resolution 1024-307 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

Q. Adopt Resolution #1024-308 – Section 125 Flexible Benefit Plan – Mrs. Smith

Mrs. Smith recommended adoption of this resolution, which relates to our ability to do section 125 flexible spending. A motion to adopt resolution 1024-308 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

R. Accept Bid from Total Technology for PTSC Student iPads – Dr. Schmidt

Dr. Schmidt recommended acceptance of a bid from Total Technology to purchase our old student iPads for a flat rate. We will use the money towards the lease payments on our new iPads. A motion to accept the bid was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 3-0.

7. ASSISTANT SUPERINTENDENT REPORT – Mr. Parrish

Mr. Parrish provided updates from each building:

BGHS – Mrs. Kennedy won September teacher of the month – congratulations! Fall athletics are wrapping up; girls soccer has their sectional game this week on the new field.

Volleyball sectionals will be next Tuesday at Andrean and football has a game on Friday versus Lake Station. Band and Choir concerts were wonderful – the new stage lighting looked great! PSAT is going on next week for grades 9-11.

BGMS – Expressed their gratitude for having Officer Chavez and Mrs. Kenning in their building – they make such impactful relationships and it is very appreciated.

BGE – Congrats to the student-of-the-month recipients! 4th graders are currently on their trip to Camp Tecumseh – big thanks to the 4th grade team for putting that trip together for our students!

PLE – Preparing for parent/teacher conferences next week and their annual trunk-or-treat on Oct. 18th.

8. SUPERINTENDENT REPORT – Dr. Schmidt

Some celebrations:

Our Director of Food Services, Tonia Batesole, earned a grant to start a new Fresh Fruits & Veggies program, which allows our kids to try various local fruits and vegetables they might not otherwise have access to.

Congratulations to Porter Lakes Elementary, which was recently named a National Blue-Ribbon School!
Regarding Indiana diploma changes, a new comment period has opened up.

9. ADJOURNMENT

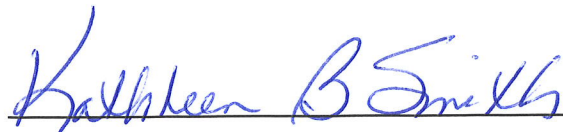
A motion to adjourn was made by Lilann Sgouros at 5:45 pm, seconded by Jeannette Skibbie; the motion carried 3-0.

Payroll Calc. Summary

Checkdate 10/18/2024 - All Runs - All Locations - All Pay Groups

FISCAL OFFICER CERTIFICATION

I hereby certify that the attached is true and correct and I have audited same in accordance with IC5-11-10-1.6.



Kathleen B. Smith - CFO/Corporation Treasurer

BOARD CERTIFICATION

We have examined the claims listed on the following Payroll Calc. Summary Report, consisting of 3 pages, and except for the claims not allowed on the summary, such claims are hereby allowed in the total, \$419,195.96, dated this 16th day of October 2024.

KB

President -

Vice President -

Secretary -

Member -

Member -

Payroll Calc. Summary

Checkdate 10/18/2024 - All Runs - All Locations - All Pay Groups

Description	Certified	Classified	Total
Earnings			
Contract	\$285,695.61	\$18,500.88	\$304,196.49
Salary	\$0.00	\$12,569.71	\$12,569.71
Hourly	\$519.00	\$91,403.30	\$91,922.30
Daily	\$0.00	\$6,730.00	\$6,730.00
Extra Curr.	\$3,364.60	\$0.00	\$3,364.60
Other	\$315.36	\$97.50	\$412.86
Taxes			
Federal Wages	\$259,895.25	\$120,905.28	\$380,800.53
Federal Taxes	\$22,001.42	\$6,709.23	\$28,710.65
Social Security Wages	\$272,480.19	\$122,457.48	\$394,937.67
Social Security	\$16,893.86	\$7,592.37	\$24,486.23
Medicare Wages	\$272,480.19	\$122,457.48	\$394,937.67
Medicare	\$3,950.95	\$1,775.63	\$5,726.58
State & County Wages	\$259,895.25	\$120,905.28	\$380,800.53
State (IN)	\$8,068.74	\$3,684.99	\$11,753.73
County	\$1,913.77	\$987.35	\$2,901.12
Employee Ret. Wages & Deductions			
Corp-Paid Ret. Wages & Benefits			
TRF - TRF Pre 1996 Wages	\$20,063.72	\$0.00	\$20,063.72
TRF - TRF Pre 1996 Brd. Benefit	\$601.92	\$0.00	\$601.92
TRF - TRF Post 1996 Wages	\$244,395.37	\$0.00	\$244,395.37
TRF - TRF Post 1996 Brd. Benefit	\$7,331.79	\$0.00	\$7,331.79
TRF - TRF My Choice Wages	\$21,401.88	\$0.00	\$21,401.88
TRF - TRF My Choice Brd. Benefit	\$642.03	\$0.00	\$642.03
Pre-Tax Deductions			
Ann - VALIC 403B	\$1,479.19	\$386.38	\$1,865.57
Ann - AMERICAN FUNDS 403B01.09	\$10,315.75	\$934.85	\$11,250.60
Ann - PACIFIC LIFE 403B01.09	\$790.00	\$230.97	\$1,020.97
Misc. Ded. - MEDICAL 1	\$4,910.12	\$2,196.61	\$7,106.73
Misc. Ded. - MEDICAL 2	\$8,052.73	\$2,802.00	\$10,854.73
Misc. Ded. - MEDICAL 3	\$441.56	\$0.00	\$441.56
Misc. Ded. - MEDICAL 4	\$169.70	\$0.00	\$169.70
Misc. Ded. - AMFID URM	\$1,174.58	\$1,114.29	\$2,288.87
Misc. Ded. - AMFID CHILD CARE	\$208.33	\$0.00	\$208.33
Misc. Ded. - AMFID OTHER	\$1,738.07	\$627.18	\$2,365.25
Misc. Ded. - DENTAL S125	\$719.29	\$268.83	\$988.12
** Pre-Tax Deduction Totals **	\$29,999.32	\$8,561.11	\$38,560.43
Post-Tax Deductions			
Ann - SEC BENEFIT ROTH 403B	\$1,275.13	\$1,416.49	\$2,691.62
Misc. Ded. - AMFID NOT 125	\$1,270.96	\$473.04	\$1,744.00
Misc. Ded. - TEXAS LIFE	\$803.56	\$750.94	\$1,554.50
Misc. Ded. - EDUCATION FOUNDATION of PTSC	\$63.50	\$3.00	\$66.50
Garn. - IND ST CENTRAL COLLECTION UNIT	\$368.34	\$0.00	\$368.34
Garn. - INSCCU-ASFE FEE	\$0.00	\$54.17	\$54.17
Garn. - CHICAGO CHAPTER 13 TRUSTEE	\$0.00	\$467.64	\$467.64
** Post-Tax Deduction Totals **	\$3,781.49	\$3,165.28	\$6,946.77
Board-Paid Benefits			
Ann - NC MATCH VALIC 401A	\$0.00	\$690.30	\$690.30
Ann - ADMN 3% VALIC 401A	\$645.99	\$0.00	\$645.99
Ann - ADMN 6% VALIC 401A	\$1,102.65	\$660.81	\$1,763.46
Ann - ADMN 9% VALIC 401A	\$0.00	\$1,377.45	\$1,377.45
Ann - ADMN 13% VALIC 401A	\$743.95	\$0.00	\$743.95
Misc. Ded. - MEDICAL 1	\$19,640.48	\$8,734.67	\$28,375.15
Misc. Ded. - MEDICAL 2	\$43,995.94	\$17,540.95	\$61,536.89
Misc. Ded. - MEDICAL 3	\$1,766.24	\$0.00	\$1,766.24
Misc. Ded. - MEDICAL 4	\$678.80	\$0.00	\$678.80
Misc. Ded. - VSP	\$2,023.55	\$357.10	\$2,380.65
Misc. Ded. - DENTAL S125	\$3,502.14	\$1,405.86	\$4,908.00
Misc. Ded. - LIFE CORP PAID	\$1,214.59	\$315.77	\$1,530.36
Ret. - TRF - 003	\$601.92	\$0.00	\$601.92
Ret. - TRF - 004	\$7,331.79	\$0.00	\$7,331.79
Ret. - TRF - 008	\$642.03	\$0.00	\$642.03
** Board-Paid Benefit Totals **	\$83,890.07	\$31,082.91	\$114,972.98

Payroll Calc. Summary

Checkdate 10/18/2024 - All Runs - All Locations - All Pay Groups

Description	Certified	Classified	Total
Taxable Fringe			
Fringe - AUTO FRINGE BENEFIT	\$0.00	\$165.00	\$165.00
** Taxable Fringe Totals **	\$0.00	\$165.00	\$165.00
Absences			
NO PAY - Days Used	0	25.00	25.00
VAC - Days Used	1.00	14.50	15.50
FAM ILL - Days Used	11.00	0.50	11.50
SICK - Days Used	43.00	52.00	95.00
PERS - Days Used	4.00	10.00	14.00
PROF LV - Days Used	1.00	1.00	2.00
PD MTRNT - Days Used	10.00	0	10.00
UNPD MTR - Days Used	10.00	0	10.00
FUNERAL - Days Used	0.50	1.00	1.50
Employees Summary			
Employees	111	114	225
Earnings	\$289,894.57	\$129,301.39	\$419,195.96
Lost Pay	\$0.00	\$0.00	\$0.00
Gross Pay	\$289,894.57	\$129,301.39	\$419,195.96
Taxes	\$52,828.74	\$20,749.57	\$73,578.31
Annuities	\$13,860.07	\$2,968.69	\$16,828.76
Miscellaneous Deductions	\$19,552.40	\$8,235.89	\$27,788.29
Total Garnishments	\$368.34	\$521.81	\$890.15
Retirement	\$0.00	\$0.00	\$0.00
Net Pay	\$203,285.02	\$96,825.43	\$300,110.45

Payroll Calc. Summary

Checkdate 11/05/2024 - All Runs - All Locations - All Pay Groups

FISCAL OFFICER CERTIFICATION

I hereby certify that the attached is true and correct and I have audited same in accordance with IC5-11-10-1.6.



Kathleen B. Smith - CFO/Corporation Treasurer

BOARD CERTIFICATION

We have examined the claims listed on the following Payroll Calc. Summary Report, consisting of 3 pages, and except for the claims not allowed on the summary, such claims are hereby allowed in the total, \$470,368.50, dated this 1st day of November 2024.



President -

Vice President -

Secretary -

Member -

Member -

Payroll Calc. Summary

Checkdate 11/05/2024 - All Runs - All Locations - All Pay Groups

Description	Certified	Classified	Total
Earnings			
Contract	\$282,610.21	\$18,500.88	\$301,111.09
Salary	\$0.00	\$12,569.71	\$12,569.71
Hourly	\$186.00	\$126,597.10	\$126,783.10
Daily	\$0.00	\$9,125.00	\$9,125.00
Extra Curr.	\$9,264.60	\$10,800.00	\$20,064.60
Other	\$715.00	\$0.00	\$715.00
Taxes			
Federal Wages	\$262,817.64	\$168,673.08	\$431,490.72
Federal Taxes	\$22,019.92	\$9,487.92	\$31,507.84
Social Security Wages	\$275,402.58	\$170,668.63	\$446,071.21
Social Security	\$17,075.03	\$10,581.47	\$27,656.50
Medicare Wages	\$275,402.58	\$170,668.63	\$446,071.21
Medicare	\$3,993.31	\$2,474.69	\$6,468.00
State & County Wages	\$262,817.64	\$168,673.08	\$431,490.72
State (IN)	\$7,773.43	\$4,802.11	\$12,575.54
County	\$1,866.00	\$1,317.02	\$3,183.02
Employee Ret. Wages & Deductions			
Corp-Paid Ret. Wages & Benefits			
TRF - TRF Pre 1996 Wages	\$20,063.72	\$0.00	\$20,063.72
TRF - TRF Pre 1996 Brd. Benefit	\$601.92	\$0.00	\$601.92
TRF - TRF Post 1996 Wages	\$241,144.61	\$0.00	\$241,144.61
TRF - TRF Post 1996 Brd. Benefit	\$7,234.27	\$0.00	\$7,234.27
TRF - TRF My Choice Wages	\$21,401.88	\$0.00	\$21,401.88
TRF - TRF My Choice Brd. Benefit	\$642.03	\$0.00	\$642.03
Pre-Tax Deductions			
Ann - VALIC 403B	\$1,479.19	\$447.51	\$1,926.70
Ann - AMERICAN FUNDS 403B01.09	\$10,315.75	\$1,239.44	\$11,555.19
Ann - PACIFIC LIFE 403B01.09	\$790.00	\$308.60	\$1,098.60
Misc. Ded. - MEDICAL 1	\$4,910.12	\$2,196.61	\$7,106.73
Misc. Ded. - MEDICAL 2	\$8,052.73	\$2,802.00	\$10,854.73
Misc. Ded. - MEDICAL 3	\$441.56	\$0.00	\$441.56
Misc. Ded. - MEDICAL 4	\$169.70	\$0.00	\$169.70
Misc. Ded. - AMFID URM	\$1,174.58	\$1,114.29	\$2,288.87
Misc. Ded. - AMFID CHILD CARE	\$208.33	\$0.00	\$208.33
Misc. Ded. - AMFID OTHER	\$1,696.92	\$542.33	\$2,239.25
Misc. Ded. - DENTAL S125	\$719.29	\$268.83	\$988.12
** Pre-Tax Deduction Totals **	\$29,958.17	\$8,919.61	\$38,877.78
Post-Tax Deductions			
Ann - SEC BENEFIT ROTH 403B	\$1,275.13	\$2,054.53	\$3,329.66
Misc. Ded. - AMFID NOT 125	\$1,240.16	\$432.91	\$1,673.07
Misc. Ded. - TEXAS LIFE	\$803.56	\$715.44	\$1,519.00
Misc. Ded. - EDUCATION FOUNDATION of PTSC	\$88.50	\$3.00	\$91.50
Misc. Ded. - SUPPLEMENTAL LIFE INSURANCE	\$248.74	\$54.09	\$302.83
Garn. - IND ST CENTRAL COLLECTION UNIT	\$368.34	\$0.00	\$368.34
Garn. - INSCCU-ASFE FEE	\$55.00	\$54.17	\$109.17
Garn. - CHICAGO CHAPTER 13 TRUSTEE	\$0.00	\$467.64	\$467.64
** Post-Tax Deduction Totals **	\$4,079.43	\$3,781.78	\$7,861.21
Board-Paid Benefits			
Ann - NC MATCH VALIC 401A	\$0.00	\$982.91	\$982.91
Ann - ADMN 3% VALIC 401A	\$645.99	\$0.00	\$645.99
Ann - ADMN 6% VALIC 401A	\$1,102.65	\$704.13	\$1,806.78
Ann - ADMN 9% VALIC 401A	\$0.00	\$1,377.45	\$1,377.45
Ann - ADMN 13% VALIC 401A	\$743.95	\$0.00	\$743.95
Misc. Ded. - MEDICAL 1	\$19,640.48	\$8,734.67	\$28,375.15
Misc. Ded. - MEDICAL 2	\$43,995.94	\$17,540.95	\$61,536.89
Misc. Ded. - MEDICAL 3	\$1,766.24	\$0.00	\$1,766.24
Misc. Ded. - MEDICAL 4	\$678.80	\$0.00	\$678.80
Misc. Ded. - DENTAL S125	\$3,502.14	\$1,405.86	\$4,908.00
Ret. - TRF - 003	\$601.92	\$0.00	\$601.92
Ret. - TRF - 004	\$7,234.27	\$0.00	\$7,234.27
Ret. - TRF - 008	\$642.03	\$0.00	\$642.03
** Board-Paid Benefit Totals **	\$80,554.41	\$30,745.97	\$111,300.38
Taxable Fringe			

Payroll Calc. Summary

Checkdate 11/05/2024 - All Runs - All Locations - All Pay Groups

Description	Certified	Classified	Total
** Taxable Fringe Totals **	\$0.00	\$0.00	\$0.00
Absences			
HOLIDAY - Days Used	0	31.00	31.00
SICK - Days Used	62.50	44.50	107.00
FUNERAL - Days Used	9.00	2.00	11.00
VAC - Days Used	3.50	19.50	23.00
PERS - Days Used	12.50	8.50	21.00
FAM ILL - Days Used	14.50	0	14.50
PROF LV - Days Used	4.00	0	4.00
PD MTRNT - Days Used	13.00	0	13.00
UNPD MTR - Days Used	13.00	0	13.00
NO PAY - Days Used	0	2.00	2.00
NO TEACH - Days Used	0	5.00	5.00
Employees Summary			
Employees	110	119	229
Earnings	\$292,775.81	\$177,592.69	\$470,368.50
Lost Pay	\$0.00	\$0.00	\$0.00
Gross Pay	\$292,775.81	\$177,592.69	\$470,368.50
Taxes	\$52,727.69	\$28,663.21	\$81,390.90
Annuities	\$13,860.07	\$4,050.08	\$17,910.15
Miscellaneous Deductions	\$19,754.19	\$8,129.50	\$27,883.69
Total Garnishments	\$423.34	\$521.81	\$945.15
Retirement	\$0.00	\$0.00	\$0.00
Net Pay	\$206,010.52	\$136,228.09	\$342,238.61

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11/07/2024 Sequenced by Date
03:19 PM Acct. Types: All Types
User: All Users

PORTER TOWNSHIP SCHOOL CORPORATION
Accounts Payable Voucher Register
Bank: All Banks

Date Range: 10/07/2024 - 11/14/2024 Pg. 1
Vouchers: 678703 - 678838 v1.0.0.0
Between Board: Included Epay Status: Any Status

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
10/07/2024	Y	678703	1637	PORTER TOWNSHIP SCHOOL CORP	8400	\$42,923.05	\$42,923.05	1	4	9.24 FS Pat Acct Transfer
10/08/2024	Y	678704	706	GORDON FOOD SERVICE, INC.	0800	\$6,492.19	\$6,492.19	69695	1	PTSC FOOD PURCHASES
10/16/2024	Y	678705	1682	PORTER COUNTY TREASURER	0300	\$1,350.00	\$1,350.00	69697	1	FALL INSTALLMENT DITCH
10/16/2024	Y	678706	706	GORDON FOOD SERVICE, INC.	0800	\$5,855.27	\$5,855.27	69698	1	PTSC FOOD PURCHASES
10/18/2024	Y	678707	9801	PORTER TOWNSHIP PAYROLL	0101	\$310,745.03		0	1	10.18.24 Update Salaries
10/18/2024	Y	678707	9801	PORTER TOWNSHIP PAYROLL	0300	\$51,799.29		0	1	10.18.24 Update Salaries
10/18/2024	Y	678707	9801	PORTER TOWNSHIP PAYROLL	0800	\$15,509.43		0	1	10.18.24 Update Salaries
10/18/2024	Y	678707	9801	PORTER TOWNSHIP PAYROLL	1300	\$21,979.64		0	1	10.18.24 Update Salaries
10/18/2024	Y	678707	9801	PORTER TOWNSHIP PAYROLL	2200	\$6,573.28		0	1	10.18.24 Update Salaries
10/18/2024	Y	678707	9801	PORTER TOWNSHIP PAYROLL	2301	\$1,126.56		0	1	10.18.24 Update Salaries
10/18/2024	Y	678707	9801	PORTER TOWNSHIP PAYROLL	3270	\$7,279.35		0	1	10.18.24 Update Salaries
10/18/2024	Y	678707	9801	PORTER TOWNSHIP PAYROLL	4125	\$4,183.38	\$419,195.96	0	1	10.18.24 Update Salaries
10/18/2024	Y	678708	825	AMERICAN FIDELITY	*9452	\$8,095.54	\$8,095.54	69699	1	10.4.24 A.F.OTHER-(Summers)
10/18/2024	Y	678709	9065	AMERICAN FUNDS	*9282	\$11,250.60	\$11,250.60	69700	1	10.18.24 Am.Funds
10/18/2024	Y	678710	9451	AMERICAN FIDELITY ASSURANCE	*9452	\$4,994.40	\$4,994.40	69701	1	10.18.24 AM.Fid.URM
10/18/2024	Y	678711	995	OFFICE OF THE STANDING TRUST	*9462	\$467.64	\$467.64	69702	1	10.18.24 Garnish (J.Wooley)
10/18/2024	Y	678712	9066	PACIFIC LIFE	*9282	\$1,020.97	\$1,020.97	69703	1	10.18.24 Pac.Life
10/18/2024	Y	678713	9877	PCCF - Education Foundation	*9300	\$133.00	\$133.00	69704	1	10.4.24 Ed.Found.of PTSC
10/18/2024	Y	678714	1500	SECURITY BENEFIT	*9282	\$2,691.62	\$2,691.62	69705	1	10.18.24 S.B.Roth
10/18/2024	Y	678715	796	TEXAS LIFE	*9442	\$1,554.65	\$1,554.65	69706	1	Smith Credit, double deduct
10/18/2024	Y	678716	9691	VALIC	*9282	\$1,865.57	\$1,865.57	69707	1	10.18.24 EE Pd 403B
10/18/2024		678717	941	1ST SOURCE BANK	0101	\$22,420.51		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	0300	\$3,705.01		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	0800	\$1,185.20		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	1300	\$1,613.39		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	2200	\$480.15		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	2301	\$81.05		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	3270	\$540.13		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	4125	\$187.37		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	*9211	\$28,710.65		1	1	10.18.24 FICA
10/18/2024		678717	941	1ST SOURCE BANK	*9221	\$30,212.81	\$89,136.27	1	1	10.18.24 FICA
10/18/2024		678718	9230	INDIANA DEPT OF REVENUE	*9231	\$23,254.75	\$23,254.75	1	1	10.18.24 STATE
10/18/2024		678719	9240	INDIANA DEPT REVENUE	*9241	\$5,792.12	\$5,792.12	1	1	10.4.24 County
10/18/2024		678720	908	INDIANA STATE TEACHER RET.FD	0101	\$21,852.24		1	1	10.18.24 3% Post-95 TRF
10/18/2024		678720	908	INDIANA STATE TEACHER RET.FD	0300	\$810.79		1	1	10.18.24 3% Post-95 TRF
10/18/2024		678720	908	INDIANA STATE TEACHER RET.FD	1300	\$1,186.75		1	1	10.18.24 3% Post-95 TRF
10/18/2024		678720	908	INDIANA STATE TEACHER RET.FD	2200	\$591.60		1	1	10.18.24 3% Post-95 TRF
10/18/2024		678720	908	INDIANA STATE TEACHER RET.FD	4125	\$246.97	\$24,688.35	1	1	10.18.24 3% Post-95 TRF
10/18/2024		678721	1591	INSCCU	*9462	\$422.51	\$422.51	1	1	10.18.24 Garnish (Wooley)
10/22/2024	Y	678723	369	FRONTIER	0300	\$393.62	\$393.62	69708	1	ANNEX EMERGENCY LINE
10/22/2024	Y	678724	9910	BMO	6846	\$318.15	\$318.15	69709	1	PARRISH ISBA FALL CONFERENC
10/23/2024	Y	678731	706	GORDON FOOD SERVICE, INC.	0800	\$6,268.78	\$6,268.78	69712	1	PTSC FOOD PURCHASES
10/24/2024	Y	678732	2004	COMMUNITY UTILITIES OF INDIA	0300	\$2,121.56	\$2,121.56	69713	1	PLE WATER & WASTEWATER
10/28/2024		678733	9910	BMO	0706	\$1,285.44		69714	1	CROSSROADS GALA,ISBA CONF,
10/28/2024		678733	9910	BMO	2001	\$300.00		69714	1	CROSSROADS GALA,ISBA CONF,
10/28/2024		678733	9910	BMO	2310	\$300.00		69714	1	CROSSROADS GALA,ISBA CONF,
10/28/2024		678733	9910	BMO	6846	\$228.15	\$2,113.59	69714	1	CROSSROADS GALA,ISBA CONF,
10/28/2024		678734	1802	PITNEY BOWES BANK INC	0300	\$201.00	\$201.00	69715	1	POSTAGE MACHINE REFILL
10/28/2024	Y	678735	369	FRONTIER	0300	\$95.06	\$95.06	69716	1	CENTRAL ALARM LINE
10/29/2024	Y	678736	706	GORDON FOOD SERVICE, INC.	0800	\$4,241.51	\$4,241.51	69717	1	PTSC FOOD PURCHASES & FFVP

11/07/2024 Sequenced by Date
03:19 PM Acct. Types: All Types
User: All Users

PORTER TOWNSHIP SCHOOL CORPORATION
Accounts Payable Voucher Register
Bank: All Banks

Date Range: 10/07/2024 - 11/14/2024 Pg. 2
Vouchers: 678703 - 678838 v1.0.0.0
Between Board: Included Epay Status: Any Status

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
10/31/2024		678722	1700	PORTER CO SCHOOL EMPL.INS TR	0101	\$147,022.94		1	1	10.18.24 Brd. Pd. Dental
10/31/2024		678722	1700	PORTER CO SCHOOL EMPL.INS TR	0300	\$29,727.50		1	1	10.18.24 Brd. Pd. Dental
10/31/2024		678722	1700	PORTER CO SCHOOL EMPL.INS TR	0800	\$2,615.34		1	1	10.18.24 Brd. Pd. Dental
10/31/2024		678722	1700	PORTER CO SCHOOL EMPL.INS TR	1300	\$7,340.38		1	1	10.18.24 Brd. Pd. Dental
10/31/2024		678722	1700	PORTER CO SCHOOL EMPL.INS TR	2200	\$3,155.86		1	1	10.18.24 Brd. Pd. Dental
10/31/2024		678722	1700	PORTER CO SCHOOL EMPL.INS TR	3270	\$1,450.74		1	1	10.18.24 Brd. Pd. Dental
10/31/2024		678722	1700	PORTER CO SCHOOL EMPL.INS TR	*9270	\$1,047.00		1	1	10.18.24 Brd. Pd. Dental
10/31/2024		678722	1700	PORTER CO SCHOOL EMPL.INS TR	*9272	\$39,958.61	\$232,318.37	1	1	10.18.24 Brd. Pd. Dental
10/31/2024	Y	678725	9691	VALIC	0101	\$4,259.20		69710	1	10.18.24 Brd. Pd. Valic
10/31/2024	Y	678725	9691	VALIC	0300	\$4,973.67		69710	1	10.18.24 Brd. Pd. Valic
10/31/2024	Y	678725	9691	VALIC	0800	\$460.80		69710	1	10.18.24 Brd. Pd. Valic
10/31/2024	Y	678725	9691	VALIC	1300	\$183.30		69710	1	10.18.24 Brd. Pd. Valic
10/31/2024	Y	678725	9691	VALIC	2200	\$252.96		69710	1	10.18.24 Brd. Pd. Valic
10/31/2024	Y	678725	9691	VALIC	3270	\$239.98	\$10,369.91	69710	1	10.18.24 Brd. Pd. Valic
10/31/2024	Y	678726	2218	VISION SERVICE PLAN -(CT)	0101	\$1,930.13		69711	1	10.18.24 Brd. Pd. Vision
10/31/2024	Y	678726	2218	VISION SERVICE PLAN -(CT)	0300	\$304.30		69711	1	10.18.24 Brd. Pd. Vision
10/31/2024	Y	678726	2218	VISION SERVICE PLAN -(CT)	0800	\$28.64		69711	1	10.18.24 Brd. Pd. Vision
10/31/2024	Y	678726	2218	VISION SERVICE PLAN -(CT)	1300	\$104.08		69711	1	10.18.24 Brd. Pd. Vision
10/31/2024	Y	678726	2218	VISION SERVICE PLAN -(CT)	2200	\$70.78		69711	1	10.18.24 Brd. Pd. Vision
10/31/2024	Y	678726	2218	VISION SERVICE PLAN -(CT)	*9270	-\$17.02	\$2,420.91	69711	1	10.18.24 Brd. Pd. Vision
10/31/2024	Y	678727	1700	PORTER CO SCHOOL EMPL.INS TR	0101	\$1,354.93		1	1	LTD Insurance Nov.24
10/31/2024	Y	678727	1700	PORTER CO SCHOOL EMPL.INS TR	0300	\$272.17		1	1	LTD Insurance Nov.24
10/31/2024	Y	678727	1700	PORTER CO SCHOOL EMPL.INS TR	0800	\$13.11		1	1	LTD Insurance Nov.24
10/31/2024	Y	678727	1700	PORTER CO SCHOOL EMPL.INS TR	1300	\$63.78		1	1	LTD Insurance Nov.24
10/31/2024	Y	678727	1700	PORTER CO SCHOOL EMPL.INS TR	2200	\$33.75	\$1,737.74	1	1	LTD Insurance Nov.24
10/31/2024	Y	678728	1700	PORTER CO SCHOOL EMPL.INS TR	0101	\$9.75	\$9.75	1	1	10.4.24 BRD.PD.LIFE-wrong d
10/31/2024	Y	678729	1700	PORTER CO SCHOOL EMPL.INS TR	0101	\$1,163.11		1	1	10.18.24 Brd. Pd. Life
10/31/2024	Y	678729	1700	PORTER CO SCHOOL EMPL.INS TR	0300	\$273.12		1	1	10.18.24 Brd. Pd. Life
10/31/2024	Y	678729	1700	PORTER CO SCHOOL EMPL.INS TR	0800	\$17.55		1	1	10.18.24 Brd. Pd. Life
10/31/2024	Y	678729	1700	PORTER CO SCHOOL EMPL.INS TR	1300	\$58.70		1	1	10.18.24 Brd. Pd. Life
10/31/2024	Y	678729	1700	PORTER CO SCHOOL EMPL.INS TR	2200	\$34.10		1	1	10.18.24 Brd. Pd. Life
10/31/2024	Y	678729	1700	PORTER CO SCHOOL EMPL.INS TR	3270	\$9.13		1	1	10.18.24 Brd. Pd. Life
10/31/2024	Y	678729	1700	PORTER CO SCHOOL EMPL.INS TR	*9270	\$207.75	\$1,763.46	1	1	10.18.24 Brd. Pd. Life
10/31/2024	Y	678730	1700	PORTER CO SCHOOL EMPL.INS TR	*9442	\$296.16	\$296.16	1	1	10.4.24 Supp.Life
11/05/2024	Y	678737	9801	PORTER TOWNSHIP PAYROLL	0101	\$340,034.12		0	1	11.5.24 update salaries
11/05/2024	Y	678737	9801	PORTER TOWNSHIP PAYROLL	0300	\$68,010.00		0	1	11.5.24 update salaries
11/05/2024	Y	678737	9801	PORTER TOWNSHIP PAYROLL	0800	\$19,616.91		0	1	11.5.24 update salaries
11/05/2024	Y	678737	9801	PORTER TOWNSHIP PAYROLL	1300	\$22,357.35		0	1	11.5.24 update salaries
11/05/2024	Y	678737	9801	PORTER TOWNSHIP PAYROLL	2200	\$6,573.28		0	1	11.5.24 update salaries
11/05/2024	Y	678737	9801	PORTER TOWNSHIP PAYROLL	2301	\$1,370.01		0	1	11.5.24 update salaries
11/05/2024	Y	678737	9801	PORTER TOWNSHIP PAYROLL	3270	\$8,223.45		0	1	11.5.24 update salaries
11/05/2024	Y	678737	9801	PORTER TOWNSHIP PAYROLL	4125	\$4,183.38	\$470,368.50	0	1	11.5.24 update salaries
11/05/2024	Y	678738	9065	AMERICAN FUNDS	*9282	\$11,555.19	\$11,555.19	69718	1	11.5.24 AM.FUND
11/05/2024	Y	678739	995	OFFICE OF THE STANDING TRUST	*9462	\$467.64	\$467.64	69719	1	11.5.24 WOOLEY-GARNISHMENT
11/05/2024	Y	678740	9066	PACIFIC LIFE	*9282	\$1,098.60	\$1,098.60	69720	1	11.5.24 PAC.LIFE
11/05/2024	Y	678741	1500	SECURITY BENEFIT	*9282	\$3,329.66	\$3,329.66	69721	1	11.5.24 SEC.BEN.
11/05/2024	Y	678742	796	TEXAS LIFE	*9442	\$1,554.65	\$1,554.65	69722	1	11.5.24 TEXAS LIFE
11/05/2024	Y	678743	9691	VALIC	*9282	\$1,926.70	\$1,926.70	69723	1	11.5.24 EE PD 403B
11/05/2024	Y	678744	941	1ST SOURCE BANK	0101	\$24,661.54		1	1	11.5.24 FICA
11/05/2024	Y	678744	941	1ST SOURCE BANK	0300	\$4,940.52		1	1	11.5.24 FICA

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11/05/2024	Y	678744	941	1ST SOURCE BANK	0800	\$1,499.42		1	1	11.5.24 FICA
11/05/2024	Y	678744	941	1ST SOURCE BANK	1300	\$1,644.45		1	1	11.5.24 FICA
11/05/2024	Y	678744	941	1ST SOURCE BANK	2200	\$480.15		1	1	11.5.24 FICA
11/05/2024	Y	678744	941	1ST SOURCE BANK	2301	\$100.71		1	1	11.5.24 FICA
11/05/2024	Y	678744	941	1ST SOURCE BANK	3270	\$610.34		1	1	11.5.24 FICA
11/05/2024	Y	678744	941	1ST SOURCE BANK	4125	\$187.37		1	1	11.5.24 FICA
11/05/2024	Y	678744	941	1ST SOURCE BANK	*9211	\$31,507.84		1	1	11.5.24 FICA
11/05/2024	Y	678744	941	1ST SOURCE BANK	*9221	\$34,124.50	\$99,756.84	1	1	11.5.24 FICA
11/05/2024	Y	678745	908	INDIANA STATE TEACHER RET.FD	0101	\$21,764.46		1	1	11.5.24 6% TRF
11/05/2024	Y	678745	908	INDIANA STATE TEACHER RET.FD	0300	\$810.79		1	1	11.5.24 6% TRF
11/05/2024	Y	678745	908	INDIANA STATE TEACHER RET.FD	1300	\$981.96		1	1	11.5.24 6% TRF
11/05/2024	Y	678745	908	INDIANA STATE TEACHER RET.FD	2200	\$591.60		1	1	11.5.24 6% TRF
11/05/2024	Y	678745	908	INDIANA STATE TEACHER RET.FD	4125	\$246.97	\$24,395.78	1	1	11.5.24 6% TRF
11/05/2024	Y	678746	1591	INSCCU	*9462	\$477.51	\$477.51	1	1	11.5.24 GARNISHMENT-TAUBER
11/05/2024	Y	678747	706	GORDON FOOD SERVICE, INC.	0800	\$7,999.91	\$7,999.91	69724	1	PTSC FOOD PURCHASES
11/07/2024	Y	678748	1637	PORTER TOWNSHIP SCHOOL CORP	8400	\$46,363.15	\$46,363.15	1	4	10.24 FS Patron Account Tra
11/14/2024		678749	1728	Able Paper & Tilden	0300	\$3,834.29	\$3,834.29	0	1	JANITORIAL SUPPLIES
11/14/2024		678750	297	ADTEC, INC.	0300	\$1,695.00	\$1,695.00	0	1	2024 ERATE, PHASE 2, CAT 1
11/14/2024		678751	1749	AMAZON CAPITAL SERVICES	0101	\$2,268.65		0	1	FAUCET CARTRIDGE
11/14/2024		678751	1749	AMAZON CAPITAL SERVICES	0300	\$668.45		0	1	FAUCET CARTRIDGE
11/14/2024		678751	1749	AMAZON CAPITAL SERVICES	0800	\$290.23		0	1	FAUCET CARTRIDGE
11/14/2024		678751	1749	AMAZON CAPITAL SERVICES	0900	\$159.92		0	1	FAUCET CARTRIDGE
11/14/2024		678751	1749	AMAZON CAPITAL SERVICES	1725	\$165.33		0	1	FAUCET CARTRIDGE
11/14/2024		678751	1749	AMAZON CAPITAL SERVICES	4124	\$1,300.72		0	1	FAUCET CARTRIDGE
11/14/2024		678751	1749	AMAZON CAPITAL SERVICES	4125	\$9.06	\$4,862.36	0	1	FAUCET CARTRIDGE
11/14/2024		678752	840	ASTBURY WATER TECHNOLOGY, IN	0300	\$1,750.00	\$1,750.00	0	1	OCT WATER SYSTEM
11/14/2024		678753	1836	BATESOLE, TONIA	0800	\$85.76	\$85.76	0	1	OCT24 MILEAGE
11/14/2024		678754	433	BLICK ART MATERIALS	0900	\$41.39	\$41.39	0	1	ART SUPPLIES, LOVING, BGHS
11/14/2024		678755	9954	Blu Petroleum, Inc.	0300	\$4,572.01	\$4,572.01	0	1	200GAL UNL87
11/14/2024		678756	164	BOONE GROVE ELEMENTARY	0300	\$595.85	\$595.85	0	1	AUG BC/SEPT BS & CANCEL FEE
11/14/2024		678757	294	BOONE GROVE MIDDLE SCHOOL-X	0300	\$608.84	\$608.84	0	1	AUG BC/SEPT BS & CANCEL FEE
11/14/2024		678758	9818	BRIGHTLY SOFTWARE, INC.	0300	\$7,932.96	\$7,932.96	0	1	EVENT & MAINT ESSENTIALS PR
11/14/2024		678759	9956	Canon Financial Services, In	0300	\$1,384.00	\$1,384.00	0	1	PTSC COPIERS LEASE
11/14/2024		678760	9953	Cheryl Hoard	0101	\$27.14		0	1	OCT MILEAGE, HOARD
11/14/2024		678760	9953	Cheryl Hoard	1300	\$81.40	\$108.54	0	1	OCT MILEAGE, HOARD
11/14/2024		678761	1602	CHICAGO TRIBUNE COMPANY	0300	\$173.76	\$173.76	0	1	LEGAL NOTICES
11/14/2024		678762	1172	COASTAL VALLEY WATER COMPANY	2311	\$340.00	\$340.00	0	1	CO WATER 10.3.24
11/14/2024		678763	9826	COMMERCIAL FOOD SYSTEMS, INC	0800	\$1,861.74	\$1,861.74	0	1	BGHS ALA CARTE ITEMS
11/14/2024		678764	383	COMMUNICATION CO. OF SO. BEN	0300	\$1,797.00	\$1,797.00	0	1	CO FIRE ALARM TEST
11/14/2024		678765	1572	CRIST, SEARS & ZIC, LLP	0300	\$506.25	\$506.25	0	1	LEGAL SVCS, OCTOBER
11/14/2024		678766	24	DALMATION FIRE EQUIPMENT	0300	\$3,313.00	\$3,313.00	0	1	PLE SEMI ANNUAL EXTINGUISHE
11/14/2024		678767	237	DECKER EQUIPMENT	0300	\$146.80	\$146.80	0	1	HARDWARE
11/14/2024		678768	9929	Deere & Company	0708	\$25,432.31	\$25,432.31	0	1	JOHN DEERE MOWER
11/14/2024		678769	582	DEMOTTE CARPET	0707	\$820.25	\$820.25	0	1	NEW CARPET, SUPT OFFICE
11/14/2024		678770	2081	DOBROWSKI, NAOMI	0101	\$31.49		0	1	OCT CULINARY MILEAGE
11/14/2024		678770	2081	DOBROWSKI, NAOMI	1400	\$31.49	\$62.98	0	1	OCT CULINARY MILEAGE
11/14/2024		678771	772	FBI BUILDINGS, INC.	0708	\$23,196.00	\$23,196.00	0	1	FINAL PAYMENT, ATHLETICS BL
11/14/2024		678772	48	FERGUSON FACILITIES SUPPLY	0300	\$272.03	\$272.03	0	1	VALVE ASSEMBLY, FLOOR MACHI
11/14/2024		678773	360	FIRST STUDENT	0300	\$145,455.86	\$145,455.86	0	1	SEPT BUS ROUTES
11/14/2024		678774	706	GORDON FOOD SERVICE, INC.	1400	\$1,535.07	\$1,535.07	0	1	CULINARY ARTS SUPPLIES

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Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
11/14/2024		678775	748	GRAINGER	0300	\$2,254.19	\$2,254.19	0	1	CABLE PROTECTOR
11/14/2024		678776	1238	HEBRON ACE HARDWARE	0300	\$65.94	\$65.94	0	1	MISC. SUPPLIES
11/14/2024		678777	9805	Hershey Creamery Company	0800	\$375.12	\$375.12	0	1	BGHS ALA CARTE ITEMS
11/14/2024		678778	856	HOME DEPOT CREDIT SERVICES	0300	\$581.70	\$581.70	0	1	HS CHEMISTRY ROOM DISHWASHE
11/14/2024		678779	1339	HECC REGISTRATION CHAIR	6846	\$400.00	\$400.00	0	1	TECH CONFERENCE REG, SKODA
11/14/2024		678780	913	IAPSS	0300	\$1,743.69	\$1,743.69	0	1	SCHMIDT/PARRISH 24-25 DUES
11/14/2024		678781	9842	INCIDENT IQ,LLC	0300	\$6,551.49	\$6,551.49	0	1	INCIDENT IQ RENEWAL
11/14/2024		678782	9891	IND ASSOC. OF SCHOOL PRINCIP	3769	\$785.00	\$785.00	0	1	ACAD SUPER BOWL STUDY MATER
11/14/2024		678783	987	INDIANA ASBO	6846	\$504.50	\$504.50	0	1	2025 MEMBERSHIP, S.SCHMIDT
11/14/2024		678784	9972	Indiana Association for the	6846	\$440.00	\$440.00	0	1	IAG CONF REG, MEGAN BUSH
11/14/2024		678785	901	INDIANA SCHOOL BOARDS ASSN	0300	\$4,500.00	\$4,500.00	0	1	2025 CORPORATION DUES
11/14/2024		678786	1412	I.T.I.	2302	\$634.00	\$634.00	0	1	MS/HS DRUG TESTING SVCS
11/14/2024		678787	1741	MICHIGAN OFFICE SOLUTIONS	0300	\$183.84	\$183.84	0	1	ANNEX XEROX
11/14/2024		678788	590	JOHNSON CONTROLS	0300	\$3,753.20	\$3,753.20	0	1	CO A/C
11/14/2024		678789	1676	J.W. PEPPER & SON, INC.	0900	\$343.18	\$343.18	0	1	BGMS WINTER CONCERT
11/14/2024		678790	1101	KANKAKEE VALLEY R.E.M.C.	0300	\$27,664.99	\$27,664.99	0	1	CAUTION LIGHTS
11/14/2024		678791	9921	KHAN ACADEMY	0101	\$30,125.00	\$30,125.00	0	1	KHANMIGO, MS/HS
11/14/2024		678792	1964	LAKESHORE LEARNING	0101	\$48.89	\$48.89	0	1	CR SUPPLIES, WITT, BGHS
11/14/2024		678793	1283	LEE COMPANY, INC.	0708	\$1,799.96	\$1,799.96	0	1	FLOOR MATS
11/14/2024		678794	1084	MENARDS	0300	\$346.69	\$346.69	0	1	SUPT. OFFICE REMODEL SUPPLI
11/14/2024		678795	9879	MICHAEL ROSS	1400	\$50.25	\$50.25	0	1	CULINARY OCT MILEAGE
11/14/2024		678796	9970	Michiana Wildlife Removal &	0300	\$2,500.00	\$2,500.00	0	1	BAT REMOVAL, PLE
11/14/2024		678797	9935	D.A. DODD	0800	\$195.50	\$195.50	0	1	WALK IN FREEZER REPAIR, PLE
11/14/2024		678798	9854	NATIONAL RESTAURANT ASSOCIAT	0900	\$351.68	\$351.68	0	1	SERVSAFE ANSWER SHEETS
11/14/2024		678799	1435	NEVCO SPORTS, LLC	2300	\$5,563.00	\$5,563.00	0	1	SCOREBOARD, BGMS
11/14/2024		678800	742	NIEMEYER FARM SERVICE	0300	\$150.15	\$150.15	0	1	SAND FOR BASEBALL FIELD
11/14/2024		678801	1404	NITCO	0300	\$859.23		0	1	PTSC PHONE/INTERNET
11/14/2024		678801	1404	NITCO	3780	\$1,700.00	\$2,559.23	0	1	PTSC PHONE/INTERNET
11/14/2024		678802	1062	HOUGHTON MIFFLIN HARCOURT PU	3028	\$8,852.50	\$8,852.50	0	1	MAP GROWTH, DYSLEXIA 24-25
11/14/2024		678803	1726	ODP BUSINESS SOLUTIONS, LLC	0101	\$153.60		0	1	FOLERS & TAPE, PLE
11/14/2024		678803	1726	ODP BUSINESS SOLUTIONS, LLC	0300	\$341.13		0	1	FOLERS & TAPE, PLE
11/14/2024		678803	1726	ODP BUSINESS SOLUTIONS, LLC	0900	\$1,075.20		0	1	FOLERS & TAPE, PLE
11/14/2024		678803	1726	ODP BUSINESS SOLUTIONS, LLC	1725	\$36.53	\$1,606.46	0	1	FOLERS & TAPE, PLE
11/14/2024		678804	1694	PORTER COUNTY EDU. SERVICES	0101	\$28,929.64		0	1	SPED COOP/RENT, OCT
11/14/2024		678804	1694	PORTER COUNTY EDU. SERVICES	0300	\$11,506.58		0	1	SPED COOP/RENT, OCT
11/14/2024		678804	1694	PORTER COUNTY EDU. SERVICES	3749	\$3,345.00	\$43,781.22	0	1	SPED COOP/RENT, OCT
11/14/2024		678805	9968	Piazza Produce	0800	\$3,100.10	\$3,100.10	0	1	HONEYDEW
11/14/2024		678806	1663	PORTER LAKES ELEM/XCURRICULA	0300	\$595.85	\$595.85	0	1	AUG BC/SEPT BS & CANCEL FEE
11/14/2024		678807	1637	PORTER TOWNSHIP SCHOOL CORP	0200	\$45,279.90		0	1	NOV VET MEM & COMMON SCH
11/14/2024		678807	1637	PORTER TOWNSHIP SCHOOL CORP	0900	\$17,636.08	\$62,915.98	0	1	NOV VET MEM & COMMON SCH
11/14/2024		678808	1275	PORTER-STARKE SERVICES	5806	\$1,602.00	\$1,602.00	0	1	STUDENTWISE SVCS, SEPT24
11/14/2024		678809	9894	PRAIRIE FARMS DAIRY INC.	0800	\$3,493.70	\$3,493.70	0	1	PLE MILK 10.8.24
11/14/2024		678810	9971	Primerica	0620	\$788.84	\$788.84	0	1	CHARLENE WENTZ
11/14/2024		678811	1704	QUINLAN & FABISH MUSIC	0900	\$571.42	\$571.42	0	1	BGHS BAND BOOKS
11/14/2024		678812	1834	REPUBLIC SERVICES #715	0300	\$2,992.28	\$2,992.28	0	1	PTSC GARBAGE PICKUP
11/14/2024		678813	1808	RIGG'S MOWERS & MORE	0300	\$950.00	\$950.00	0	1	RENTAL
11/14/2024		678814	9835	S&P GLOBAL RATINGS	0709	\$25,000.00	\$25,000.00	0	1	ANALYTICAL SVCS, 2024 PLE B
11/14/2024		678815	2138	SCENARIO LEARNING LLC	0300	\$3,418.85	\$3,418.85	0	1	SAFESCHOOLS RENEWAL
11/14/2024		678816	1902	SCHOLASTIC INC	0900	\$1,498.68	\$1,498.68	0	1	BGMS Scholastic Magazines
11/14/2024		678817	490	SCHOOL HEALTH CORPORATION	0101	\$59.37		0	1	PLE NURSE SUPPLIES, 24-25

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11/14/2024		678817	490	SCHOOL HEALTH CORPORATION	0900	\$265.86	\$325.23	0	1	PLE NURSE SUPPLIES, 24-25
11/14/2024		678818	9836	SNA DEPOSITORY	0800	\$820.00	\$820.00	0	1	CONF REG, TONIA BATESOLE
11/14/2024		678819	1074	SCHOOL SPECIALTY, LLC	0101	\$49.99		0	1	BGE ART SUPPLIES, BOYER
11/14/2024		678819	1074	SCHOOL SPECIALTY, LLC	0900	\$2,305.50	\$2,355.49	0	1	BGE ART SUPPLIES, BOYER
11/14/2024		678820	9847	SPICKNALL, MICHAEL	0300	\$32.16	\$32.16	0	1	TECH MILEAGE, OCTOBER
11/14/2024		678821	1066	STAPLES BUSINESS ADVANTAGE	0900	\$150.95	\$150.95	0	1	BGMS ART SUPPLIES
11/14/2024		678822	1831	INDIANA GROCERY GROUP, LLC	0900	\$254.93		0	1	N/W PANCAKES
11/14/2024		678822	1831	INDIANA GROCERY GROUP, LLC	1400	\$505.85	\$760.78	0	1	N/W PANCAKES
11/14/2024		678823	2008	TEAM CHEVROLET	0300	\$1,589.96	\$1,589.96	0	1	REPAIR ON 2015 SILVERADO
11/14/2024		678824	1739	THE TIMES	0300	\$72.48	\$72.48	0	1	LEGAL NOTICE
11/14/2024		678825	1716	THORN, SCOTT	0300	\$2,650.00	\$2,650.00	0	1	SEPT WWTP
11/14/2024		678826	1281	TRI*STAR PIPE & SUPPLY	0300	\$171.17	\$171.17	0	1	INSERT COUPLER & PIPING
11/14/2024		678827	9881	US Pigment	0900	\$710.00	\$710.00	0	1	CLAY, ART SUPPLIES, LOVING
11/14/2024		678828	1718	UTILITY SERVICES	0300	\$630.00	\$630.00	0	1	ECOLI TESTING, OCTOBER
11/14/2024		678829	1344	WATCON, INC.	0300	\$620.80	\$620.80	0	1	WATER TREATMENT PRG, OCTOBE
11/14/2024		678830	2312	WELBOURNE, ATHENA	0101	\$67.00	\$67.00	0	1	OCT24 MILEAGE
11/14/2024		678831	9828	XEROX FINANCIAL SERVICES	0300	\$827.96	\$827.96	0	1	COPIER LEASE, OCTOBER
11/14/2024		678832	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$1,395.40	\$1,395.40	1	1	BGHS GAS, SEPT/OCT
11/14/2024		678833	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$92.43	\$92.43	1	1	ATHL COMP GAS, SEPT/OCT
11/14/2024		678834	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$3,665.37	\$3,665.37	1	1	ANNEX/BGE/MS GAS/ELEC SEPT/
11/14/2024		678835	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$69.17	\$69.17	1	1	CO GAS, SEPT/OCT
11/14/2024		678836	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$568.41	\$568.41	1	1	PLE GAS, SEPT/OCT
11/14/2024		678837	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$1,846.47	\$1,846.47	1	1	BGE/MS ELECTRIC SEPT/OCT
11/14/2024		678838	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$101.99	\$101.99	1	1	BGE/MS GAS/ELEC SEPT/OCT
Totals for 136 Vouchers						\$2,092,694.50	\$2,092,694.50			

11/07/2024 Sequenced by Date
03:19 PM Acct. Types: All Types
User: All Users

PORTER TOWNSHIP SCHOOL CORPORATION
Accounts Payable Voucher Register
Bank: All Banks

Date Range: 10/07/2024 - 11/14/2024
Vouchers: 678703 - 678838
Between Board: Included

Pg. 6
v1.0.0.0

Epay Status: Any Status

Totals by Fund

0101.00	EDUCATION	\$928,853.73
0101.02	24.25 David C Ford Grant	\$30,125.00
0200.00	DEBT SERVICE	\$45,279.90
0300.00	OPERATIONS	\$429,788.07
0620.00	SEVERANCE	\$788.84
0706.00	2022 HS/WWTP Bond	\$1,285.44
0707.02	2022 GO BONDS CONSTRUCTION	\$820.25
0708.02	2023 GO BOND CONSTRUCTION	\$50,428.27
0709.00	2024 PLE Bond - Cost of Issuance	\$25,000.00
0800.00	School Lunch	\$73,360.20
0800.01	SUPPLY CHAIN ASSISTANCE	\$3,475.50
0800.03	FRESH FRUITS & VEG PROGRAM	\$5,190.51
0900.00	CURRICULAR MATERIALS	\$25,364.79
1300.02	East Porter SPED portion of shar	\$20,456.60
1300.03	MSD Boone SPED portion of shared	\$20,347.84
1300.04	Union SPED portion of shared ser	\$16,790.74
1400.00	JOINT OPERATIONS- VOCATIONAL	\$2,122.66
1725.00	PRESCHOOL WALMART GRANT	\$201.86
2001.03	PTSC Ed Foundation Awards/Donati	\$300.00
2200.00	ADULT, ALTERNATIVE, CON ED	\$18,837.51
2300.00	FACILITY COMMUNITY RENTALS	\$5,563.00
2301.00	ATHLETIC/CLUB TRANSPORTATION F	\$2,678.33
2302.00	STUDENT DRUG TESTING FEES	\$634.00
2310.00	TEACHER ACTIVITY FUND	\$300.00
2311.00	WELLNESS GRANT	\$340.00
3028.25	FORMATIVE ASSMNT/NWEA 24-25	\$8,852.50
3270.25	Secured School Safety 24.25	\$18,353.12
3749.00	CTE/DWD INCENTIVE GRANT	\$3,345.00
3769.25	HIGH ABILITY 2025 \$28,994.00	\$785.00
3780.00	STATE CONNECTIVITY GRANT	\$1,700.00
4124.00	TITLE I FY2024	\$1,300.72
4125.00	Title I FY2025	\$9,244.50
5806.00	FFY24 Title IV - \$10,001.47	\$1,602.00
6846.00	TITLE II, PROF DEV \$ 27,521.47	\$1,890.80
8400.00	FOOD SERVICE PATRON ACCOUNTS	\$89,286.20
TOTAL OF ALL FUNDS		\$1,844,692.88

Totals by Clearing

9211	FEDERAL TAXES	\$60,218.49
9221	FICA	\$64,337.31
9231	STATE TAXES	\$23,254.75
9241	COUNTY TAXES	\$5,792.12
9270	MED,DEN,VSP RETIREE INS	\$1,237.73
9272	MEDICAL 1	\$39,958.61
9282	AMERICAN FUNDS 403B	\$34,738.91
9300	EDUCATION FOUNDATION of PTSC	\$133.00

9442	LIFE RETIREE INS	\$3,405.46
9452	VSP/EMPLOYEE PAY	\$13,089.94
9462	IN STATE CCU/CASS CNTY	\$1,835.30

TOTAL OF ALL CLEARING	\$248,001.62
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GRAND TOTAL	\$2,092,694.50
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✓
KBS

11/07/2024 Sequenced by Date
03:19 PM Acct. Types: All Types
User: All Users

PORTER TOWNSHIP SCHOOL CORPORATION
Accounts Payable Voucher Register
Bank: All Banks

Date Range: 10/07/2024 - 11/14/2024 Pg. 8
Vouchers: 678703 - 678838 v1.0.0.0
Between Board: Included Epay Status: Any Status

=====

I hereby certify that each of the above listed vouchers and the invoices, or bills attached hereto, are true and correct and that the materials OR services itemized therein for which charges are made were ordered AND received, and I have audited same in accordance with I.C. 5-11-10-1.6.

November 7, 2024

CFO/Corporation Treasurer


Kathleen B. Smith

ALLOWANCE OF VOUCHERS

We have examined the Vouchers listed on the foregoing Accounts Payable Register, consisting of 8 pages, and except for the vouchers not allowed on the register, such vouchers are hereby allowed in the total \$2,092,694.50 dated this 14th day of November, 2024.

KBS

BOARD OF EDUCATION

President

Vice President

Secretary

Member

Member

October 31, 2024 FINANCIAL REPORT

<u>FUND NAME</u>	<u>Beginning Balance</u>	<u>Ending Balance</u>	<u>Amount of Change</u>	<u>Appropriations % Spent</u>	<u>Months</u>	<u>% of Year</u>
EDUCATION	\$ 1,189,971.96	\$ 1,155,958.80	\$ (34,013.16)	74.03%	10/12	83%
Notes: Ending Cash balance is 9.76% of 2024 Budget \$1,208.67 are PO's						
DEBT SERVICE	\$ 982,279.07	\$ 982,279.07	\$ -	51.41%	10/12	83%
Notes:						
PENSION BONDS	\$ 41,828.91	\$ 41,828.91	\$ -	48.72%	10/12	83%
Notes: 12.2024 Last Pension Payment						
OPERATION	\$ 1,360,713.99	\$ 1,058,228.13	\$ (302,485.86)	65.09%	10/12	83%
Notes: Ending Cash balance is 17.24% of 2024 Budget \$253,204.04 are PO's						
RAINY DAY	\$ 639,652.83	\$ 640,089.88	\$ 437.05			
Notes: Moved money to Trust Indiana for better interest rates. Money will remain reflected in this fund.						
FOOD SERVICES	\$ 653,914.14	\$ 662,460.67	\$ 8,546.53			
Notes: Patron Account \$62,858.75						
CURRICULAR MATERIALS	\$ (7,087.32)	\$ (89,066.58)	\$ (81,979.26)			
Notes: Before January 2025 this must be in Education Fund - Plan transfer 12.31.24						
TRECS - Trust Indiana	\$ 1,785.17	\$ 2,064.61	\$ 279.44			
Notes: Used to collect TRECs payments.						
INVESTMENT - CD's	\$ -	\$ -	\$ -			
Notes: None at this time.						

Percent of Education Revenue Transferred to Operations (by end of 2024 not more than 15%)

7.72%

PTSC Starting Salary - Minimum Salary of \$40,000

\$ 48,750.00

Percentage of Certified Salary to State Funding - 62% minimum

74.42%

Notes:

Respectfully submitted:
Kathleen B. Smith

10.24 Monthly Board.xls

Monthly Fund Balance Report
PORTER TOWNSHIP SCHOOL CORPORATION
From: 10/01/2024 | To: 10/31/2024
Form 9: Exclude Form 9

Fund	Description	Beginning Balance	Receipts	Expenditures	Transfers In	Transfers Out	End Balance
0101.00	EDUCATION	\$1,197,155.48	\$881,643.07	\$881,656.23	\$0.00	\$34,000.00	\$1,163,142.32
0101.01	CURRICULAR MATERIALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0101.02	24.25 David C Ford Grant	-\$7,183.52	\$0.00	\$0.00	\$0.00	\$0.00	-\$7,183.52
0200.00	DEBT SERVICE	\$982,279.07	\$0.00	\$0.00	\$0.00	\$0.00	\$982,279.07
0250.00	RETIREMENT/SEVERANCE BOND	\$41,828.91	\$0.00	\$0.00	\$0.00	\$0.00	\$41,828.91
0300.00	OPERATIONS	\$1,360,713.99	\$15,644.37	\$352,130.23	\$34,000.00	\$0.00	\$1,058,228.13
0610.00	LOCAL RAINY DAY	\$639,652.83	\$437.05	\$0.00	\$0.00	\$0.00	\$640,089.88
0620.00	SEVERANCE	\$176,592.76	\$0.00	\$0.00	\$0.00	\$0.00	\$176,592.76
0705.00	PLE CONSTRUCTION BOND \$61,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0706.00	2022 HS/WWTP Bond	\$0.00	\$0.00	\$1,285.44	\$0.00	\$0.00	-\$1,285.44
0707.00	2022 GO BONDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0707.01	2022 GO BONDS COST OF ISSUANCE	\$5,461.24	\$20.04	\$5,448.68	\$0.00	\$0.00	\$32.60
0707.02	2022 GO BONDS CONSTRUCTION	\$1,543.68	\$5.73	\$0.00	\$0.00	\$0.00	\$1,549.41
0708.00	2023 GO BOND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0708.01	2023 GO BOND COST OF ISSUANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0708.02	2023 GO BOND CONSTRUCTION	\$2,432,594.89	\$9,146.19	\$0.00	\$0.00	\$0.00	\$2,441,741.08
0800.00	School Lunch	\$631,334.90	\$79,236.41	\$67,914.22	\$0.00	\$0.00	\$642,657.09
0800.01	SUPPLY CHAIN ASSISTANCE	\$22,921.40	\$85.91	\$3,083.44	\$0.00	\$0.00	\$19,923.87
0800.02	FOOD SVC NUTRITIONAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0800.03	FRESH FRUITS & VEG PROGRAM	-\$342.16	\$3,584.73	\$3,362.86	\$0.00	\$0.00	-\$120.29
0900.00	CURRICULAR MATERIALS	-\$7,087.32	\$0.00	\$81,979.26	\$0.00	\$0.00	-\$89,066.58
1300.00	Special Education shared se...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1300.01	PTSC portion of SPED shared...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1300.02	East Porter SPED portion of...	-\$56,351.70	\$18,817.92	\$19,994.47	\$0.00	\$0.00	-\$57,528.25
1300.03	MSD Boone SPED portion of s...	-\$76,936.67	\$0.00	\$19,971.07	\$0.00	\$0.00	-\$96,907.74
1300.04	Union SPED portion of share...	-\$55,194.11	\$15,591.43	\$16,559.85	\$0.00	\$0.00	-\$56,162.53
1400.00	JOINT OPERATIONS- VOCATIONAL	\$255,414.50	\$0.00	\$420.56	\$0.00	\$0.00	\$254,993.94
1700.00	Digital Devices	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1700.01	Digital Repairs	-\$12,113.50	\$282.00	\$0.00	\$0.00	\$0.00	-\$11,831.50
1700.02	Digital Accessories	-\$50,042.00	\$36,834.99	\$0.00	\$0.00	\$0.00	-\$13,207.01
1701.00	PERM STANLEY NATURE CENTER ...	\$316.80	\$0.00	\$0.00	\$0.00	\$0.00	\$316.80
1702.00	INCENTIVE PROGRAMS	\$86,582.05	\$0.00	\$0.00	\$0.00	\$0.00	\$86,582.05
1703.00	CB&T/FIDELITY ACCOUNT	\$0.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.09
1725.00	PRESCHOOL WALMART GRANT	\$1,975.04	\$0.00	\$0.00	\$0.00	\$0.00	\$1,975.04
1726.00	MS NO KID HUNGRY SHARE OUR STR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1727.00	HS NO KID HUNGRY SHARE OUR STR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1728.00	PLE NO KID HUNGRY SHARE OUR S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1729.00	Toshiba Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1850.00	EDUCATIONAL LICENSE PLATES	\$675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675.00
1937.00	BGE LIBRARY	\$483.10	\$0.00	\$0.00	\$0.00	\$0.00	\$483.10
1939.00	MS LIBRARY	\$84.38	\$0.00	\$0.00	\$0.00	\$0.00	\$84.38
1940.00	PLE LIBRARY	\$556.24	\$0.00	\$0.00	\$0.00	\$0.00	\$556.24
2000.00	Student Scholarships, PCCF	\$9,188.22	\$0.00	\$0.00	\$0.00	\$0.00	\$9,188.22
2001.00	Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2001.01	Superintendent Donations	\$15,341.36	\$1,000.00	\$0.00	\$0.00	\$0.00	\$16,341.36
2001.02	Angel/Feed it Frwd Fund - Cafe	\$11,027.87	\$3,785.00	\$0.00	\$0.00	\$0.00	\$14,812.87
2001.03	PTSC Ed Foundation Awards/D...	\$2,088.25	\$0.00	\$300.00	\$0.00	\$0.00	\$1,788.25
2200.00	ADULT, ALTERNATIVE, CON ED	\$116,313.46	\$0.00	\$18,837.51	\$0.00	\$0.00	\$97,475.95
2300.00	FACILITY COMMUNITY RENTALS	\$16,064.44	\$0.00	\$0.00	\$0.00	\$0.00	\$16,064.44

Monthly Fund Balance Report
PORTER TOWNSHIP SCHOOL CORPORATION
From: 10/01/2024 | To: 10/31/2024
Form 9: Exclude Form 9

Fund	Description	Beginning Balance	Receipts	Expenditures	Transfers In	Transfers Out	End Balance
2301.00	ATHLETIC/CLUB TRANSPORTATION F	\$11,513.12	\$0.00	\$1,558.45	\$0.00	\$0.00	\$9,954.67
2302.00	STUDENT DRUG TESTING FEES	\$7,522.02	\$0.00	\$630.00	\$0.00	\$0.00	\$6,892.02
2310.00	TEACHER ACTIVITY FUND	\$1,730.57	\$0.00	\$300.00	\$0.00	\$0.00	\$1,430.57
2311.00	WELLNESS GRANT	\$5,807.18	\$0.00	\$16.00	\$0.00	\$0.00	\$5,791.18
3028.24	FORMATIVE ASSMT/NWEA 23-24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3028.25	FORMATIVE ASSMNT/NWEA 24-25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3140.00	FY23 Early Literacy Achieve...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3197.23	COMMON SCHOOL SP23 \$137,900	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3198.24	COMMON SCHOOL SP24 \$134,700.00	-\$125,284.69	\$0.00	\$0.00	\$0.00	\$0.00	-\$125,284.69
3250.00	MEDICAID REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3270.24	23.24 Secured Safety Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3270.25	Secured School Safety 24.25	-\$7,944.82	\$0.00	\$16,935.45	\$0.00	\$0.00	-\$24,880.27
3322.00	ALTERNATIVE EDUCATION GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3749.00	CTE/DWD INCENTIVE GRANT	\$531.72	\$0.00	\$0.00	\$0.00	\$0.00	\$531.72
3750.00	TEACHER APPRECIATION GRANT	\$219.48	\$0.00	\$0.00	\$0.00	\$0.00	\$219.48
3769.24	HIGH ABILITY 2024 \$31,727.00	\$941.42	\$0.00	\$941.42	\$0.00	\$0.00	\$0.00
3769.25	HIGH ABILITY 2025 \$28,994.00	\$5,800.00	\$2,900.00	\$898.00	\$0.00	\$0.00	\$7,802.00
3780.00	STATE CONNECTIVITY GRANT	\$93,615.91	\$0.00	\$1,700.00	\$0.00	\$0.00	\$91,915.91
3957.00	Career Coaching Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3957.01	Career Coaching - Coach	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
3957.02	Career Coaching - Staff/Stu...	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
4124.00	TITLE I FY2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4125.00	Title I FY2025	-\$4,617.72	\$0.00	\$9,235.44	\$0.00	\$0.00	-\$13,853.16
5200.00	24.25 IDEA Para Pro Grant	-\$351.40	\$0.00	\$0.00	\$0.00	\$0.00	-\$351.40
5804.00	FFY22 Title IV - \$10,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5805.00	FFY23 Title IV - \$10,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5806.00	FFY24 Title IV - \$10,001.47	\$0.00	\$0.00	\$1,422.00	\$0.00	\$0.00	-\$1,422.00
6460.00	Federal Medicaid	\$475.59	\$0.00	\$0.00	\$0.00	\$0.00	\$475.59
6845.00	TEACHER TITLE II,PT A \$2740...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6846.00	TITLE II, PROF DEV \$ 27,521.47	-\$17,438.48	\$0.00	\$760.70	\$0.00	\$0.00	-\$18,199.18
7902.00	AI Powered Platform Pilot Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7923.00	ESSER III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8400.00	FOOD SERVICE PATRON ACCOUNTS	\$58,984.09	\$46,797.71	\$42,923.05	\$0.00	\$0.00	\$62,858.75
8500.00	RAINY DAY INVESTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8502.00	TRECS DEBT COLLECTIONS	\$1,785.17	\$279.44	\$0.00	\$0.00	\$0.00	\$2,064.61
9999.00	Clearing Control	\$5,102.67	\$237,909.34	\$240,057.65	\$0.00	\$0.00	\$2,954.36
Totals:		\$7,781,330.80	\$1,369,001.33	\$1,790,321.98	\$34,000.00	\$34,000.00	\$7,360,010.15

11/01/2024
11:23 AM

PORTER TOWNSHIP SCHOOL CORPORATION
TRANSFER ACTIVITY REPORT (FUNDS)
(10/01/2024 - 10/31/2024)

Page: 1
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DATE	DOC #	ACCOUNT NUMBER	DESCRIPTION	Transfer IN	Transfer OUT
10/11/2024	1058	0101 00	September Ed to Op Transfer		34,000.00
			Fund TOTAL EDUCATION	0.00	34,000.00
10/11/2024	1058	0300 00	September Ed to Op Transfer	34,000.00	
			Fund TOTAL OPERATIONS	34,000.00	0.00
			GRAND TOTALS	34,000.00	34,000.00

Submitted to board for approval on

November 1, 2024

Kathleen B. Smith, CFO/Treasurer

President

Vice President

Secretary

Member

Member

11/01/2024
11:19 AM

PORTER TOWNSHIP SCHOOL CORPORATION
Educ & Operation Fund Transfers
Date Range: 11/1/2024 - 11/30/2024

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v1.0.0.0

Post Date	TRF Amount	TRF #	Description	User	Input Date	Accounts
*** Total:	\$0.00					

No transfers in anticipation of raises being reflected in November 2024.

Submitted to board for approval on November 1, 2024

Kathleen B. Smith, CFO/Treasurer

President

Vice President

Secretary

Member

Member

Porter Township School Corporation

248 South 500 West
Valparaiso, IN 46385
219-477-4933 ext. 1000

STACEY M. SCHMIDT, Ph.D.
Superintendent
BEN PARRISH
Assistant Superintendent
KATHLEEN SMITH
CJO/Treasurer



RESOLUTION #1023 – 295

RESOLUTION TO TRANSFER AMOUNTS FROM THE EDUCATION FUND TO THE OPERATIONS FUND

EFFECTIVE JANUARY 1, 2024

WHEREAS, the Board of School Trustees is the governing body of Porter Township School Corporation, Porter County, Indiana, and

WHEREAS, HB 1009 required the governing body of each school corporation to establish an Education Fund for the payment of expenses allocated to student instruction and learning under IC 20-42.5, and

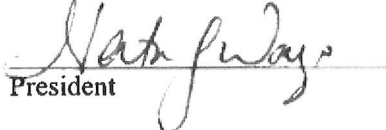
WHEREAS, HB 1009 required the governing body of each school corporation to establish an Operations Fund for the payment of expenses that are not allocated to student instruction and learning under IC 20-42.5, and

WHEREAS, HB 1009 requires that distributions of Tuition Support be received in the Education Fund.

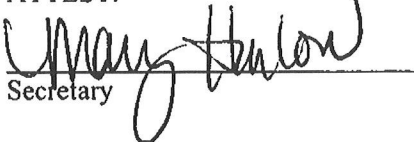
NOW THEREFORE, BE IT RESOLVED, that the Board of School Trustees of Porter Township School Corporation hereby approves and authorizes the Treasurer of Porter Township School Corporation to transfer an amount not to exceed fifteen percent (15%) of the monthly Education Fund revenues to the Operations Fund, to reimburse the Operations Fund for expenses that are not allocated to student instruction and learning under IC 20-42.5 beginning January, 2024 and will be made at least quarterly. (The purpose of these transfers is to distribute a proportionate share of dollars from the education fund to the operations fund.)

This resolution was duly made, seconded and adopted this 12th day of October, 2023.

BOARD OF SCHOOL TRUSTEES
PORTER TOWNSHIP SCHOOL CORPORATION


President

ATTEST:


Secretary

Education to Operations Transfer

Resolution to transfer not more than 15% per month

\$1,200,000 Transfer amount on 2024 Budget

Gross Education Fund Revenue

	Monthly Revenue	Transfer Amount	Monthly % Actually Transferred	15% Transfer Amount	Difference from 15%	YTD Revenue	YTD Transfer Total	YTD Transfer %
1 January	\$ 889,430.68	\$ 130,000.00	14.62%	\$ 133,414.60	\$ (3,414.60)	\$ 889,430.68	\$ 130,000.00	14.62%
2 February	\$ 993,432.62	\$ 145,000.00	14.60%	\$ 149,014.89	\$ (4,014.89)	\$ 1,882,863.30	\$ 275,000.00	14.61%
3 March	\$ 887,334.49	\$ 130,000.00	14.65%	\$ 133,100.17	\$ (3,100.17)	\$ 2,770,197.79	\$ 405,000.00	14.62%
4 April	\$ 1,009,004.69	\$ 60,000.00	5.95%	\$ 151,350.70	\$ (91,350.70)	\$ 3,779,202.48	\$ 465,000.00	12.30%
5 May	\$ 924,551.75	\$ 25,000.00	2.70%	\$ 138,682.76	\$ (113,682.76)	\$ 4,703,754.23	\$ 490,000.00	10.42%
6 June	\$ 911,896.08	\$ 135,000.00	14.80%	\$ 136,784.41	\$ (1,784.41)	\$ 5,615,650.31	\$ 625,000.00	11.13%
7 July	\$ 871,692.90	\$ 55,000.00	6.31%	\$ 130,753.94	\$ (75,753.94)	\$ 6,487,343.21	\$ 680,000.00	10.48%
8 August	\$ 924,848.42	\$ -	0.00%	\$ 138,727.26	\$ (138,727.26)	\$ 7,412,191.63	\$ 680,000.00	9.17%
9 September	\$ 959,987.02	\$ 34,000.00	3.54%	\$ 143,998.05	\$ (109,998.05)	\$ 8,372,178.65	\$ 714,000.00	8.53%
10 October	\$ 881,643.07	\$ -	0.00%	\$ 132,246.46	\$ (132,246.46)	\$ 9,253,821.72	\$ 714,000.00	7.72%
11 November			#DIV/0!	\$ -	\$ -	\$ 9,253,821.72	\$ 714,000.00	7.72%
12 December			#DIV/0!	\$ -	\$ -	\$ 9,253,821.72	\$ 714,000.00	7.72%
	<u>\$ 9,253,821.72</u>	<u>\$ 714,000.00</u>						

Transfer is made after the Board meeting the following month. Only December is done before the end of the year as an off docket transaction.

2024 Percent of Transfer 10.31.24.xls

No Transfer will be made this month in anticipation of Raises being reflected in November 2024.

AGREEMENT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES OF
PORTER TOWNSHIP SCHOOL CORPORATION

AND THE

ASSOCIATION OF PORTER TOWNSHIP EDUCATORS

July 1, 2023 to and including June 30, 2025

NEGOTIATING TEAMS
FOR THE BOARD OF SCHOOL TRUSTEES

Stacey Schmidt, Ph.D. - Superintendent
Ben Parrish, Assistant Superintendent
Kathleen Smith, Business Manager
[Cheryl Zie](#)[Jacquelyn Pillar](#), Legal Counsel

FOR THE ASSOCIATION OF PORTER TOWNSHIP EDUCATORS

Jori Swan Caratini – President
Brittney Birky
Kim Corman
Wendi Heckler
Katie Sarnowski
Nicole Garcia
Chris Psimos

MEMBERS OF THE BOARD OF SCHOOL TRUSTEES

Natalie Wargo, D.D.S. - President
[Eric McGinty](#) ~~Lilann Sgouros~~ – Vice President
~~Laura Chavez~~ [Mary Harlow](#) – Secretary
~~Mary Harlow~~ – Member
~~Lilann Sgouros~~ – [Eric McGinty](#), Member
[Jeannette Skibbie](#) – Member

OFFICERS OF THE ASSOCIATION OF PORTER TOWNSHIP EDUCATORS

Jori Swan Caratini - President
Chris Psimos - Vice President
Kim Corman - Secretary
Rollie Thill - Treasurer

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ARTICLE 1: RECOGNITION

- A. The Board hereby recognizes the Association of Porter Township Educators as the exclusive representative of certificated employees in the following bargaining unit:

All certificated personnel employed by the Porter Township School Corporation, except Superintendent, Assistant Superintendent, Curriculum Director, Principals, Assistant Principals, full time Athletic Director, Substitute Teachers, Central Office Administrative Assistant, Dean of Students, Home School Advisor and persons who teach less than three periods in a regular school day.

B. Definitions:

1. The term "Association" when used in this Agreement shall refer to the Association of Porter Township Educators and its authorized officers, agents and representatives.
2. The term "Board" when used in this Agreement shall refer to the Board of School Trustees of Porter Township School Corporation and its authorized officers, agents and representatives.
3. The term "day" when used in this Agreement shall be a weekday, except if it falls on a school holiday or during a school recess.
4. The term "employee" or "teacher" when used in this Agreement shall refer to a member of the bargaining unit
5. The term "school administrator(s)" or comparable language when used in this Agreement shall refer to a School Corporation employee who is certificated under the statutes relating to the licensing of teachers and administrators and who is assigned to an administrative position within the definition set forth in I.C. 20-29-2-19 and as amended or modified from time to time by the Indiana General Assembly.
6. The term "School Corporation" when used in the Agreement shall refer to the Porter Township School Corporation.

ARTICLE 2: LEAVES OF ABSENCE

- A. Sick Leave. Each teacher shall be granted ten (10) days each year without loss of compensation for absence from work on account of: 1) personal illness ("Sick Leave") and/or 2) emergency illness, surgery or accident involving a member of the teacher's immediate family (spouse, child, or parent) or member of the teacher's family who resides with the teacher necessitating the attendance of the teacher ("Family Illness"). Sick Leave/Family Illness Days shall not be used for doctor or dentist appointments that could be scheduled outside the normal school day/calendar.

- A teacher absent for three (3) or more consecutive days for personal illness shall be required to produce a physician statement (e.g., doctor note, after visit summary, etc.) of medical necessity of the teacher's absence.

- A teacher absent for two (2) or more consecutive days for Family Illness shall, upon request of the school employer, provide a physician's statement (e.g., doctor note, after visit summary, etc.) verifying the nature of such illness, surgery or accident.
1. **Accumulated Sick Leave Days.** Unused sick leave days shall accumulate from year to year to a maximum accumulation of two hundred (200) days ("Accumulated Sick Leave Days") to be used for the teacher's personal illness except where otherwise provided in Section H, Section I and/or Section J below. Central Office shall maintain the official record of Accumulated Sick Leave Days.
 2. A teacher with over one hundred twenty (120) Accumulated Sick Leave Days may request to convert one (1) Accumulated Sick Leave Day to a Personal Business Leave day, three (3) times in their career, subject to a maximum of four (4) Personal Business Leave days in a year.
 3. **Use during summer session assignment.** A teacher engaged to teach a course during the summer session will be allowed to use one (1) day of Accumulated Sick Leave during the summer session, subject to the same conditions as noted above.
 4. **Concurrent use during leave under FMLA.** If the absence during which a teacher uses Sick Leave/Family Illness Day(s) is an FMLA leave qualifying event as provided in Board Policy 3430.01, the absence will count toward the teacher's twelve (12) week maximum leave allowance.
- B. **Leave due to Assault.** A teacher assaulted by a student or parent while on duty either in the classroom, or the playground, or serving in an official position at a school sponsored function, shall not have sick days deducted if the assault warrants medical attention or hospitalization. The number of hours or days needed to recover must be authorized by a doctor licensed to practice medicine in Indiana. The Board, at its own expense, may require another licensed physician's examination and determination.
- C. **Personal Business Leave.** Except as provided in Article 2(A)(2) above, each teacher shall be entitled to three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of such employment. Any unused Personal Business Leave days will be converted to Accumulated Sick Leave Days. A written statement on forms provided by the Central Administrative Office shall be submitted to the Superintendent of Schools via the building principal, setting forth the reason and necessity which shall be the cause of such absence. A sufficient reason is personal business and is left to the subjective determination of each individual teacher except as provided below.
1. **Use Surrounding School Break.** The Association and the Board strongly urge teachers not to request Personal Business Leave on the day before or the day after any break in the regular school schedule. Personal Business Leave may not be taken on the day before or the day after any break in the regular school schedule without the prior approval of the Superintendent by a teacher who has been absent for an unsubstantiated Sick Leave/Family Illness Day or

unapproved Personal Business Leave day on the day before or the day after any break in the regular school schedule twice in three years. A teacher requesting to use Personal Business Leave under such circumstances must submit a written request, including a description of the exceptional circumstances necessitating the request, to the Superintendent as far in advance as possible but in no event less than two (2) weeks prior to the requested day.

2. Use on Professional Development Days. Personal Business Leave days may not be taken on professional development days without the prior approval of the Superintendent. A teacher requesting to use Personal Business Leave on a professional development day must submit a written request and include in the request a description of the exceptional circumstances necessitating the request, to the Superintendent at least two (2) weeks prior to the professional development day.

D. Bereavement Leave. Each teacher will be granted bereavement leave without loss of compensation as follows:

1. In each case of death within the immediate family (spouse, children, parents, sibling, parent-in-law, child-in-law, grandchild (all including step) or any person who at the time of death had established the teacher's home as his/her permanent residence) the teacher shall be granted a leave of five (5) school days
2. In the case of death of an extended family member (grandparent, aunt, uncle, niece, nephew, sibling-in-law), the teacher shall be granted a leave of three (3) school days
3. In the case of death of the following (cousin, close friend), the teacher shall be granted a leave of one (1) school day
4. The Superintendent, in his/her sole discretion, may grant additional bereavement leave with or without pay. The Superintendent's decision cannot be grieved.

The leave shall begin on a date within a reasonable time from date of death.

E. Jury Leave. A teacher called for jury duty shall receive full compensation but shall return to the corporation any pay he/she receives for jury duty. The teacher is allowed to keep any mileage money he may receive for serving on a jury.

F. Professional Leave. Professional leave may be granted during the contractual year upon request in writing to the Building Principal and the Superintendent, without loss of compensation for such absence. The written request for the leave must be in the Principal's Office ten (10) days before the Professional Day is contemplated to be taken. The Board agrees that professional leave days may be granted for visitations to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructionally-oriented programs. The Board further agrees that the professional leave day may be granted for seminars, conventions, or workshops in the teacher's license subject area.

- G. Association Leave. The Association President or a designated Association official shall have an additional three (3) days of personal leave to be used strictly for Association business. The cost of the substitute teacher shall be paid for in equal shares by the Association and the Board. The President of the Association or a designee of the President shall be given five (5) days without loss of pay for the purpose of promoting mutual educational goals supported by teachers and Board during the time the Legislature is in session upon approval by the Superintendent. It is also agreed that these goals would be known to all parties.
- H. Family and Medical Leave. By reference, Board Policy 3430 (Leaves of Absence) and Board Policy 3430.01 (Family and Medical Leaves of Absence [29 USC 2601, et seq.]) are incorporated herein as supplemented hereafter for teachers:
1. Paternity Leave Pay. A teacher, whose spouse has given birth to a child, who is otherwise eligible for and has been granted leave under FMLA for reason A-1 may request to use up to ten (10) consecutive Accumulated Sick Leave Days during the period of the FMLA leave. The remainder of the leave will be without pay and subject to the normal conditions of leave under FMLA.
 2. Extended Pregnancy/Maternity Leave. A teacher who is pregnant and/or has given birth to a child is eligible for an extended leave of absence as provided below.
 - a. Period of Leave. A teacher shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child.
 - b. Notice. The teacher shall notify the Superintendent of such leave at least sixty (60) days prior to such leave of the expected date of leave and the date of return from such leave. The teacher shall keep the Superintendent informed of any change in condition affecting such leave. She shall provide certification of the date of any extended leave due to physical disability: 1) prior to the date of birth; and 2) six (6) weeks subsequent to the date of birth, if applicable.
 - c. Pay during Leave. All or part of such Extended Pregnancy/Maternity Leave for which the teacher has provided a physician certification that she is not capable of performing duties due to physical disability may be charged to the teacher's Accumulated Sick Leave Days at her discretion. The teacher may also request to use up to ten (10) Accumulated Sick Leave Days for the period of the leave commencing immediately following the later of the end of the sixth (6th) week after the date of birth or the date the teacher's physician certifies that the teacher is capable of physically performing/returning to her duties. The remainder of the leave will be without pay, but the teacher will remain eligible to continue coverage under the group health insurance program provided she timely pays the full premium cost.

- d. Extended Leave Concurrent with FMLA. The period of the extended leave prior to the date of birth during which the teacher has provided certification of disability and the period of the extended leave after the date of birth shall be counted toward the teacher's twelve (12) week annual FMLA leave allowance and shall run concurrently with leave under FMLA for which the teacher is eligible.
3. Extended Adoptive Leave. A teacher who has adopted a child is eligible for an extended leave of absence as provided below.
 - a. Period of Leave. A teacher shall be granted a leave of absence for a period of up to one (1) school year commencing with the date the child is physically placed with the teacher-parent.
 - b. Notice. The teacher shall notify the Superintendent of his/her intent upon initial application for the adoption. The teacher shall notify the Superintendent of the expected date of leave and the date of return from such leave. The teacher shall keep the Superintendent informed of any change in circumstance affecting such leave.
 - c. Pay during Leave. The teacher may request to use up to forty (40) consecutive Accumulated Sick Leave Days for the period of the leave. The remainder of the leave will be without pay, but the teacher will remain eligible to continue coverage under the group health insurance program provided he/she timely pays the full premium cost.
 - d. Extended Leave Concurrent with FMLA. The period of the extended leave shall be counted toward the teacher's twelve (12) week annual FMLA leave allowance and shall run concurrently with leave under FMLA for which the teacher is eligible.
- I. The Superintendent, in his/her sole discretion, may grant a teacher's request to use Accumulated Sick Leave Days for an illness/injury of a member of the teacher's immediate family (spouse, child, parent) not otherwise addressed in Section H above. The Superintendent's decision cannot be grieved.
- J. Sick Day Donation. Teachers may donate up to two (2) Accumulated Sick Leave Days per occurrence to another teacher who, in the case of extended illness, has exhausted his/her current year Sick Leave Days and Personal Business Leave Days and his/her Accumulated Sick Leave Days. If the teacher suffers another medical occurrence in a given school year, teachers may donate up to an additional two (2) Accumulated Sick Leave Days to that teacher. The maximum number of Accumulated Sick Leave Days that may be donated to a given teacher in a given school year is sixty (60). A request for such donations will be made through the President of the Association. The requesting teacher will confirm the request through a physician's certificate provided to the President of the Association and the Superintendent. With the consent of the teacher making the request, the Association President will convey the request to teachers and will circulate an appropriate form among teachers. Completed donation forms will be submitted to the Superintendent by the President of the Association.

- K. A part-time teacher shall be allowed paid leave benefits on a pro-rata basis rounded to the nearest ½ day increment.
- L. The Superintendent, in his/her sole discretion, may grant a teacher's request for an unpaid leave of absence. A teacher granted an unpaid leave who participates in the School Corporation's group health insurance plan at the time of request may continue on the plan provided he/she timely pays 1) his/her share of the premium in any month in which the teacher works at least one day and/or 2) the entire premium in any month in which the teacher does not work. The Superintendent's decision cannot be grieved. It is a breach of contract for a contracted employee not to report for work when no leave is applicable or approved.

ARTICLE 3: INSURANCE

- A. Life Insurance. Each full time teaching employee will, upon payment of one (1) dollar, be given a term life insurance policy with double indemnity. The amount of each teacher's policy shall be Seventy Five Thousand Dollars (\$75,000.00). However, it is understood that the face amount may be reduced on account of any age limitation set forth in the Policy of Insurance.
- B. Health and Dental Insurance. Each full time teaching employee participating for the full twelve months in Porter County School Employees' Insurance Trust shall receive 80% of the total cost of either a Single or a Family Type Membership for health coverage. This agreement permits married teachers to take a single membership each but does not require the Board to make cash reimbursement to any employee who chooses not to enroll in this medical benefit. Those teachers on Medicare shall have 80% of their monthly premium paid by the Board but not to exceed 80% of the trust policy. In addition, the Board agrees to pay 80% of the cost of a single or a family membership in the Porter County School Employees' Insurance Trust for dental coverage including orthodontics. Coverage for eligible teachers shall begin September 1st and will continue through and including the following August 31st for returning teachers and teachers who resign or retire at the end of the teacher work year. Coverage for a teacher who resigns or is terminated before the end of the teacher work year will terminate effective as of the last day of the month of employment.
- C. Long Term Disability Insurance. Each contract teacher shall be covered by a long term disability insurance program paid for by the Board that provides for a minimum benefit of two-thirds (2/3) salary to age sixty-five (65). If current rates do not exceed \$100.00 per average teacher, the elimination period shall be 90 days. If over \$100.00, the elimination period shall be 120 days.
- D. Vision Care. The Board shall provide, without cost to the teacher, full coverage for the teacher and dependents, in the Indiana Vision Service Plan, Plan C with a \$10.00 deductible.

- E. A full time employee is defined as one who works 30 hours or more per week, for regular wages or salary. A full time employee after ratification of this contract is defined as one who works 30 hours or more per week, for regular wages or salary. Effective August 1, 1999, "full time" shall be in accord with the definition of that term as decided by the Porter County Trust. No person who was insured by the school corporation's insurance plan prior to August 1999 shall be disqualified from eligibility for health and dental insurance because of a change in the definition of "full time."
- F. The employer agrees to make available to the Association all demographic and claims data which is available to the insurance trust. The employer further agrees that no changes in the insurance program will be made unless approved by the members of the bargaining unit.
- G. A teacher may participate in this school corporation's flexible benefits plan. The Board shall bear the costs and fees associated with the plan. Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The vendor shall be selected after proposals are solicited and received from at least three providers. The Board shall select the best provider. The plan will provide for the following benefits, through salary reduction agreements: The employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan.

If allowed by the school corporation's plan and approved by statute and the I.R.S., retirees shall be allowed to participate in the plan.

ARTICLE 4: RETIREMENT AND SEVERANCE

- A. Teacher Retirement Fund. All beginning teachers and teachers teaching for the first time in Indiana are required by law to become members of the Indiana State Teachers' Retirement Fund (TRF). The teacher's required 3% contribution to TRF through and including the October 20, 2023 payroll shall be paid by the teacher processed as a payroll deduction; thereafter, commencing with the November 5, 2023 payroll, the school corporation will pay the teacher's required 3% contribution to TRF.
- B. Regular Severance Pay.
 - 1. This Section applies only to teachers employed for the 2003/2004 school year.
 - 2. An eligible teacher who resigns or retires from the Porter Township Schools:
 - a. In good standing and not as the result of pending disciplinary action;
 - b. At age 55 or older;
 - c. With ten or more years of service with this school corporation, and
 - d. He/she resigns or retires from this school corporation

shall receive \$60 per day for one half of their accumulated sick leave days, but not to exceed \$6,000.00. This amount shall be reduced by the value of the school

corporation contribution from February 1, 2005 through the conclusion of the 2009-2010 school year to the tax sheltered annuity (one percent (1%) of the base salary including lanes and experience of each participating teacher to a Voluntary Employees Beneficiary Association (VEBA) account).

3. This amount shall be paid to a post-retirement 403(b) account by February 15 in the calendar year following retirement.

C. Supplemental Retirement

1. This Section applies only to teachers employed for the 2003/2004 school year.
2. Any teacher retiring at or after age 55 with 10 years of service to Porter Township School and before becoming eligible for health benefits under Part A of the Medicare Act will receive, if request is made to the Superintendent at the time of retirement, an annual cash payment of \$3,000 paid to the employee's individual VEBA account until the retiree becomes eligible for health benefits under Part A of the Medicare Act. The initial payment will be made in September of the following school year. These amounts will be payable from a voluntary employee's beneficiary association ("VEBA").
3. The allowance per retired teacher will be increased by 3% each year after the retired teacher's initial year payment of \$3,000.
4. Any teacher wishing to access this program shall notify the Superintendent in writing of his or her intention to retire prior to February 1 of the teacher's final year of service. The retiring teacher must be 55 before September 1 of the following school year to access retirement benefits under this provision. For the year in which the teacher becomes eligible for Medicare, the amount paid to the teacher shall be the pro rata portion of the year from August 1 until the date of Medicare eligibility.
5. The teacher who retires under the supplement provided for in Article 4(C) will be allowed to remain in the Corporation's group medical, vision and dental insurance until the retiree becomes eligible for health benefits under Part A of the Medicare Act provided the retiree pays the full cost of the insurance premium on a timely basis. The retiree's individual VEBA account (if any) may be used to pay the insurance premium.

D. Special Pay.

1. This Section applies only to teachers employed for the 2003/2004 school year.
2. Any teacher who leaves the Porter Township Schools with thirteen (13) or more consecutive years of service to the Porter Township Schools shall receive, upon request, \$10.00 per day for each day of accumulated sick leave. It is agreed that

a teacher receiving regular severance may not receive pay pursuant to this special pay provision. Contractual or other leaves approved by the Board shall not interrupt consecutive years of service.

3. Any teacher who dies while in the service of this corporation shall have his/her beneficiary (beneficiaries), as listed on his/her Term Life Insurance Form, paid thirty-five dollars (\$35.00) per day for unused sick days at the time of death.

ARTICLE 5: SALARY, WAGES AND RELATED PROVISIONS

- A. New Teacher Starting Base Salary. New teachers without any experience will be hired in at the district's then current base salary. The 202~~43~~⁴⁴-202~~54~~⁵⁵ base salary is \$~~49,475~~^{49,475},~~750~~⁷⁵⁰ (full-time assignment). The Superintendent may establish the salary of a new teacher with prior teaching experience (as described below) upon evaluation of training, degrees, and effectiveness at a rate within the salary range identified below. No new hire will receive a rate of pay higher than any current teacher who has the same years of experience/certification, except: that the rate of a current teacher who did not receive a full base salary increase in any year(s) will not be considered as a comparative; and 2) that in the event the administration has exhausted options to engage a qualified candidate to meet the academic needs of students, after consultation with the Association President, the Superintendent may establish a new hire's salary at a rate that is up to \$2,500 higher than that of a current teacher with the same years of experience/certification, without consideration of a teacher described in subpart (1) above.

For purposes of determining years of experience credit to establish a new teacher's base salary:

1. Years of experience credit shall be given for each year of military service up to a maximum of four (4) years. One (1) full year of military service is necessary to qualify for a year of experience.
 2. Years of experience credit may be given for outside full-time teaching experience at the elementary, secondary, or post-secondary level in public schools that receive local tax dollars provided said school is certified by the appropriate state agency or department.
- B. Salary Range. The school corporation's salary range for the 2023-2024 school year will be \$46,000 - \$81,889, ~~exclusive of increases herein provided,~~ and for the 2024-2025 school year will be \$48,750 – ~~[TBD through 2024 negotiations]~~^{\$82,889, exclusive of increases herein provided.}
 - C. Compensation Plan.
 1. Eligibility: In order to be eligible to receive any increase in compensation in a school year, a teacher must be employed with Porter Township School Corporation at the time the information necessary to calculate distribution is known and have: a) completed the immediately prior school year at Porter Township School Corporation; and b) returned to teach at the Porter Township School Corporation for the then current school year. Teachers who receive a

performance evaluation rating of “improvement necessary” or “ineffective” are ineligible for any increase in compensation.

2. 2023-2024 Compensation Plan. The compensation plan utilizes the following categories to determine salary increases for eligible teachers (prorata for less than full-time teachers). Salary increases will be retroactively applied within four pay periods after ratification.

- a. Evaluation rating: Each teacher who receives a performance evaluation rating from Porter Township School Corporation for the immediately preceding school year of highly effective or effective will receive a \$700 salary increase.
- b. Experience: [*The salary increase for experience is to reduce the gap.*] Each teacher paid for 120 or more days in a certificated position for the Porter Township School Corporation in the immediately prior school year will receive an increase in base salary of:

- i. teachers with 1 year of experience: \$2,200
- ii. teachers with 2-34 years of experience: \$1,150
- iii. teachers with 35 or more years of experience: \$ 300

Gap reduction:

	Returning full-time teachers	New with experience increase
Salary range	\$46,000 - \$81,889	\$48,200 - \$82,189
Average Salary	\$63,944	\$65,195
Gap	\$17,944	\$16,995
		Gap reduced by \$949
Reference		
New range	\$48,200 to \$82,189	$(\$46,000 + 2,200); (\$81,889 + 300)$
New average	\$65,195	$(\$48,200 + \$82,189) / 2$
New gap	\$16,995	$(\$65,195 - \$48,200)$
Gap reduced	\$ 949	$(17,944 - \$16,995)$

- c. Redistribution: Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary for salary increases and as there is a stated stipend pot, no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for salary increase, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.

3. 2024-2025 Compensation Plan. The compensation plan utilizes the following

categories to determine salary increases for eligible teachers (prorata for less than full-time teachers). Salary increases will be retroactively applied within four pay periods after Board approval.

- a. Evaluation rating: Each teacher who receives a performance evaluation rating from Porter Township School Corporation for the immediately preceding school year of highly effective or effective will receive a \$680 salary increase.
- b. Experience: Each teacher paid for 120 or more days in a certificated position for the Porter Township School Corporation in the immediately prior school year will receive an increase in base salary of \$100.
- c. Redistribution: Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary for salary increases and as there is a stated stipend pot, no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for salary increase, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.

~~3. 2024-2025 Compensation Plan. The 2024-2025 compensation plan, starting base salary and funding will be negotiated during the 2024 negotiation season.~~

- D. Method of Salary Payment: The parties agree that all teachers will be paid on the basis of 24 equal pays, subject to adjustments based on compensation increases under this Agreement.
- E. Extended Contracts. The rate of pay for extended contracts shall be the teacher's daily rate times the number of days included in the extended contract. The calculation shall be made in the following manner: teacher salary/number of days in the regular contract year = teacher's daily rate; this daily rate will be multiplied by the number of days the extended contract extends beyond the regular contract year.
- F. Supplemental Service Contract. A teacher of summer school and adult education classes shall be engaged under a Supplemental Service Teachers' Contract and shall be paid at an hourly rate determined by the Superintendent. [information only]
- G. Extra-Curricular and Ancillary Duty Wages:
 1. Those teachers supervising educationally approved Field Trips, on a non-instruction day, shall receive a stipend of fifty dollars (\$50.00) per day. Overnight Field Trips are exempt from this provision.
 2. A teacher providing non-credit instructional service which is not supported by

state funding shall receive \$16.88 per hour.

3. A teacher who attends professional development workshops sponsored by the school corporation shall be paid an hourly stipend equal to the school corporation's starting base salary multiplied by .00085.
4. A teacher requested by his/her principal to provide instruction during a regularly assigned preparation period is considered an ancillary duty which will be compensated as a stipend at the teacher's hourly rate per class period covered. The stipend will be paid at the end of the semester.
5. A teacher requested by his/her principal to teach an on-line course outside the regular school day is considered an ancillary duty which will be compensated at the rate of \$25 per hour.
6. A teacher assigned to the ancillary duty of preparing instruction and assessing student mastery for a period of at least four (4) consecutive weeks shall receive a stipend of between \$10 and \$20 per day or another amount per day as determined by the Superintendent after consultation with the Association President. The stipend will be paid at the conclusion of the assignment.
7. Wages for all other extra-curricular duties shall be paid in accordance with the negotiated index attached as Appendix A.

H. Other Benefits.

1. Teachers who are required as part of their teaching assignment to drive personal automobiles shall be reimbursed for such use at the maximum deductible rate allowed by the IRS. After the claim, in proper form, is submitted by the teacher, it will be placed upon the next regular School Board meeting claim docket and, if approved, paid on the next regularly scheduled pay day.
2. The Board will pay the cost of statutorily required periodic expanded criminal history checks of teachers.

ARTICLE 6: GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim by one or more teachers or the Association of a violation, a misapplication, or a misinterpretation of the terms of this contract.
2. The term "teacher" includes any individual or group of individuals within the bargaining unit.
3. The term "day" when used in this Article shall be a weekday, except if it falls on

a school holiday or during recess.

B. Three Stage Grievance Procedure.

Teachers will meet with Principals in an effort to resolve an issue before filing a formal grievance.

1. First Stage - Principal

- a. The first stage grievance must be filed within ten (10) days of the specific act which is alleged to be a violation of the terms of the collective bargaining agreement. The formal grievance shall set forth the date of occurrence, the nature of the grievance, contractual provision(s) allegedly violated and the relief sought. Within five (5) days of receipt of the grievance, the principal shall establish, at a mutually agreeable time, a meeting to discuss the grievance. This meeting shall take place within ten (10) days of the date upon which it was established. The principal shall have five (5) days following the meeting to indicate, on the grievance form, his or her disposition of the grievance and to tender it to the teacher and the Association.
- b. If the Association is not satisfied with the principal's disposition, it must complete a School Corporation Grievance Form and submit it to the Superintendent within ten (10) days of the receipt of the disposition.

2. Second Stage - Superintendent

The Superintendent shall hold a meeting to hear the grievance within ten (10) days of receipt of the grievance. The Superintendent shall indicate the disposition of the grievance within seven (7) days of the meeting and tender it to the teacher and the Association.

3. Third Stage - Arbitration

If the Association is not satisfied with the disposition of a grievance, or if no disposition has been made within the period provided in Stage Two, the grievance shall, upon motion of the Association be submitted to binding arbitration before an impartial arbitrator. The Association shall serve written notice to the Superintendent of its intent to arbitrate by submitting a copy of its Request for Arbitration Panel from the Federal Mediation and Conciliation Service (FMCS) within twenty (20) work days after receiving the Stage Two answer. The Board recognizes the right of the Association to initiate a request for a panel submission and that FMCS is authorized to provide such panel upon such request.

Following submission of a panel of arbitrators to each party by the FMCS, a representative of each party shall within five (5) days of receipt of said panel

cross off the names of any arbitrators who are unacceptable and number the names of those remaining in order of preference, with one being the first choice, two being the second choice and so on down the line. Within seven (7) days of receipt of the panel from FMCS the two representatives shall confer either in person or by phone for the purpose of selecting the arbitrator. The arbitrator whose names have been crossed out by either party shall not be appointed. The numerical ratings of the remaining arbitrators shall be added together with the arbitrator who will hear the case unless that arbitrator disqualifies himself/herself. In the event an arbitrator disqualifies himself/herself, the arbitrator with the next lower numerical rating will be requested to hear the case. This procedure shall be followed until an arbitrator is selected.

The conduct of all proceedings hereunder shall be in accord with the Code of Professional Responsibility for Arbitrators of Labor Management Disputes as adopted by the National Academy of Arbitrators, The American Arbitration Association and the FMCS. All costs of the aforementioned proceedings shall be defrayed as follows: One-half (1/2) by the teacher and/or Association and one-half (1/2) by the Board.

The arbitrator shall not be bound by formal rules of evidence; however, normal cross-examination rights will be maintained.

- a. The arbitrator may not add to, subtract from, or modify the express terms of the collective bargaining contract.
- b. No consideration will be given to any evidence, allegation, or remedy that had not been disclosed to the other party at least twenty-one (21) days prior to the hearing.
- c. The time limits will be strictly observed but may be extended by mutual agreement of the parties.
- d. All meetings held under the terms of the grievance procedure shall be held in private unless mutually agreed that it is to be a public meeting.
- e. No reprisal or punitive action of any kind shall be taken by either party against either party of interest or by a participant in the grievance procedure by reasons of such participation.
- f. The record of the grievance procedure will be kept separately from the personnel files of the teacher.

ARTICLE 7: EFFECT OF THE AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties

hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

- B. Should an Article, Section or Subsection of this Agreement be declared illegal by a court of competent jurisdiction, the affected Article, Section or Subsection, as the case be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and Subsections shall remain in full force and effect for the duration of the Agreement, if not effected by the deleted Article, Section or Subsection.

ARTICLE 8: STATEMENT OF AGREEMENT

The term of this Agreement is from July 1, 2023 to and including June 30, 2025, subject to reopener during the 2024 negotiations period for starting base salary, compensation plan and funding of the compensation plan for the 2024-2025 school year. This Agreement is so attested to by the parties whose signatures appear below.

ARTICLE 9: ATTESTATION

The undersigned attest to the following:

- A. A public hearing was held on ~~September 4–August 24, 2023~~⁴ in compliance with I.C. 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted; and
- B. A public meeting was held on ~~October 12, 2024–September 29, 2023,~~ in compliance with I.C. 20-29-6-19 to discuss the tentative agreement and electronic participation from the governing body and/or the public was not permitted.

ASSOCIATION OF PORTER TOWNSHIP EDUCATORS

Ratified on ~~September 19, 2023~~^{September 24—, 2024.}

Jori Swan-Caratini, President

[illegible]

PORTER TOWNSHIP SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES

Board approved on [November 14, 2024](#) ~~October 12, 2023~~.

Natalie Wargo, DDS, President

Secretary

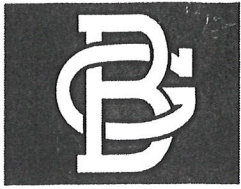
Stacey Schmidt, Ph.D., Superintendent

EXHIBIT A
2023-2025 ECA

Activity	Rate		Activity	Rate
			Band	
Clubs			MS Performance/Contests	\$750.00
HS Spanish	\$550.00		HS Performance/Contests	\$1,250.00
BGE Art	\$550.00		HS Pep Band	\$1,100.00
MS Art	\$550.00		Marching Band	\$100.00
HS Art	\$550.00			
MS Art Show	\$175.00		Choir	
HS Art Show	\$175.00		Elementary Choir	\$550.00
Best Buddies Club	\$500.00		MS Performance/Contests	\$1,100.00
Games Club	\$500.00		HS Performance/Contests	\$1,450.00
GSA Club	\$500.00		HS Swing	\$550.00
Key Club	\$850.00			
STEM Club	\$500.00		Drama	
			Fall	\$850.00
			Spring	\$850.00
Science Fair				
HS	\$650.00		Natural Helpers	\$750.00
MS	\$350.00			
			PLE Yearbook	\$350.00
Bowls			BGE Yearbook	\$350.00
BGE Math Bowl - 4 th	\$415.00		MS Yearbook	\$400.00
BGE Math Bowl - 5 th	\$415.00		HS Yearbook	\$600.00
BGE Spell Bowl - 4 th	\$415.00			
BGE Spell Bowl - 5 th	\$415.00		NHS	
BGE Science Bowl	\$415.00		MS	\$500.00
Spell Bowl MS	\$415.00		HS	\$930.00
Spell Bowl HS	\$415.00			
			Student Council	
Academic Teams			BGE	\$575.00
MS Head Coach	\$250.00		MS	\$675.00
MS English	\$550.00		HS	\$800.00
MS Math	\$550.00			
MS Science	\$550.00		Class Sponsor	
MS Social Studies	\$550.00		9 th	\$625.00
HS Head Coach	\$300.00		10 th	\$725.00
HS English	\$700.00		11 th	\$1,250.00
HS Fine Arts	\$700.00		12 th	\$1,000.00
HS Math	\$700.00			
HS Science	\$700.00		Department Chair	
HS Social Studies	\$700.00		MS	\$110.00
			HS	\$110.00

Activity	Rate	
	Boys	Girls
Basketball		
Varsity	\$7,000.00	\$7,000.00
JV	\$4,000.00	\$4,000.00
Frosh	\$2,200.00	\$2,200.00
8 th	\$1,600.00	\$1,600.00
7 th	\$1,300.00	\$1,300.00
6 th	\$1,000.00	\$1,000.00
Volleyball		
Varsity	\$3,000.00	\$3,000.00
JV	\$1,800.00	\$1,800.00
Frosh		\$1,300.00
8 th	\$800.00	\$1,150.00
7 th		\$1,150.00
6 th		\$900.00
Football		
HS Head Coach	\$7,000.00	
HS Assistant	\$4,000.00	
MS Head Coach	\$1,300.00	
Cross Country		
Varsity	\$2,600.00	\$2,600.00
MS (combined)		\$1,200.00
Baseball/Softball		
Varsity	\$5,000.00	\$5,000.00
JV	\$2,500.00	\$2,500.00
MS	\$1,250.00	\$1,250.00
Track		
Varsity	\$3,000.00	\$3,000.00
Varsity Assistant	\$600.00	\$600.00
MS	\$1,200.00	\$1,200.00
Golf		
Varsity	\$2,500.00	\$2,500.00
Soccer		
Varsity	\$3,500.00	\$3,500.00
JV	\$1,600.00	

Activity	Rate	
	Boys	Girls
Wrestling		
Varsity	\$3,000.00	\$3,000
MS	\$1,000.00	
Tennis		
Varsity		\$2,500.00
Dance		
HS		\$2,000.00
MS		\$1,000.00
Cheerleading		
Varsity		\$2,000.00
JV		\$1,200.00
MS		\$900.00
Bowling		
HS (combined)	\$800.00	
Other		
Homebound Instruction	Bachelor's - \$19.88/hour Master's - \$22.58/hour	
Weight room Supervisor (available funds capped at \$2,000/year)	\$14.20 / hour (certified rate)	
Ticket taking (athletic or ECA events)	\$31.00 / game or contest	
Announcer	\$31.00 / game or contest	
Scorebook	\$31.00 / game or contest	
Scoreboard	\$31.00 / game or contest	



Porter Township School Corporation Fundraising Application

Per SBOA, individual school organizations or functions may conduct selling activities on not more than 30 separate days during a school year. All fundraisers must be board approved prior to conducting the fundraiser. Applications must be submitted at least 10 days prior to a board meeting to be approved. A Summary Collection Form SA-8 must be completed and submitted with fundraiser proceeds for deposit. Upon approval, a Facility Request Form must be submitted if applicable.

Name of Organization: BGMS PTO

Sponsor / Individual in Charge: Jessica Meadows

Fundraiser Dates: From: 11-11-24 To: 11-11-24 Total Number of Days: 1 11-26-24 (See attached)

Fundraiser Details: ~~Vet Day Walk~~ Turkey Trot fundraiser

Where: BGMS Cost of Items Sold: \$5 Goal: \$500

Use of Money: Winter Semi Formal

Vendor Name: _____

Vendor Address: _____

Needs: Money Bag _____ Tickets _____

Sponsor Signature: _____ Date: 10-17-24

RECEIVED

OCT 17 2024

Porter Township
School Corporation

OFFICE USE ONLY

Does this fundraiser involve the sale of foods and/or beverages during the school day? YES ☐ NO ☒

**If yes, Director of Food Service must also approve fundraiser*

PRINCIPAL / ASSISTANT PRINCIPAL APPROVAL:

DATE: 10.15.24

ATHLETIC DIRECTOR APPROVAL:

DATE: 10-16-24

DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

DATE: _____

BP



Laura Scott <laura.scott@ptsc.k12.in.us>

PTO Fundraiser Form

1 message

Shannon Bara <shannon.bara@ptsc.k12.in.us>
To: Laura Scott <laura.scott@ptsc.k12.in.us>

Wed, Nov 6, 2024 at 2:02 PM

Good afternoon,

You should have a PTO Fundraiser form that needs board approval and was scheduled for 11/11/24 (before board meeting). The PTO would like to change the date of the actual fundraiser (Walk-a-Thon) from 11/11/24 to 11/26/24 and call it a Turkey Trot fundraiser.

Please let me know if this works or if the PTO needs to do anything else.

--

Shannon Bara

Secretary

Boone Grove Middle School

325 West 550 *South*

Boone Grove, IN 46302

P: 219-464-4828 ext. 3000

F: 219-465-0999

shannon.bara@ptsc.k12.in.us

CONFIDENTIALITY NOTICE

This message and any attachment(s) are confidential, intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient, you are prohibited from disseminating, distributing or copying this message or its attachment(s). If you receive this message in error, or are not the named recipient or authorized to receive the message by the named recipient, please notify the sender at either the email address or 219-464-4828, Ext.3000, delete this e-mail message and any attachment(s) from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any applicable privilege. Thank you for your cooperation.



Porter Township School Corporation Fundraising Application

Per SBOA, individual school organizations or functions may conduct selling activities on not more than 30 separate days during a school year. All fundraisers must be board approved prior to conducting the fundraiser. Applications must be submitted at least 10 days prior to a board meeting to be approved. A Summary Collection Form SA-8 must be completed and submitted with fundraiser proceeds for deposit. Upon approval, a Facility Request Form must be submitted if applicable.

Name of Organization: Boys Basketball

Sponsor / Individual in Charge: D. Hill

Fundraiser Dates: From: 11/15 To: 11/23 Total Number of Days: ~ 11

Fundraiser Details: Free-Throw-A-Thon

Where: BGHS Cost of Items Sold: - Goal: \$1500.00

Use of Money: Equipment & summer basketball games

Vendor Name: - RECEIVED

Vendor Address: -

Needs: Money Bag ☒ Tickets - NOV - 6 2024

Sponsor Signature: D. Hill Date: 10/30/2024

Porter Township
School Corporation

OFFICE USE ONLY

Does this fundraiser involve the sale of foods and/or beverages during the school day? YES ☐ NO ☐

*If yes, Director of Food Service must also approve fundraiser

PRINCIPAL / ASSISTANT PRINCIPAL APPROVAL:

DATE: 10/30/24

ATHLETIC DIRECTOR APPROVAL:

DATE: 11/6/24

DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: -

SCHOOL BOARD APPROVAL:

DATE: -

RP



Porter Township School Corporation Fundraising Application

Per SBOA, individual school organizations or functions may conduct selling activities on not more than 30 separate days during a school year. All fundraisers must be board approved prior to conducting the fundraiser. Applications must be submitted at least 10 days prior to a board meeting to be approved. A Summary Collection Form SA-8 must be completed and submitted with fundraiser proceeds for deposit. Upon approval, a Facility Request Form must be submitted if applicable.

Name of Organization: BGHS Cheer

Sponsor / Individual in Charge: Maddie Cannon

Fundraiser Dates: From: 12/15 To: 12/20 Total Number of Days: 6

Fundraiser Details: Sell shirts for Kids to wear for PCC student Section

Where: BGHS Cost of Items Sold: \$10 Goal: \$500

Use of Money: uniforms + other items needed to perform

Vendor Name: _____

Vendor Address: _____

Needs: Money Bag ☒ Tickets _____

Sponsor Signature: Mace (per Maddie) Porter Township School Corporation Date: 10/23/24

OFFICE USE ONLY

Does this fundraiser involve the sale of foods and/or beverages during the school day? YES ☐ NO ☐

**If yes, Director of Food Service must also approve fundraiser*

PRINCIPAL / ASSISTANT PRINCIPAL APPROVAL:

[Signature] DATE: 10/28/24

ATHLETIC DIRECTOR APPROVAL:

[Signature] DATE: 10/28/24

DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

DATE: _____

BP



Porter Township School Corporation Fundraising Application

Per SBOA, individual school organizations or functions may conduct selling activities on not more than 30 separate days during a school year. All fundraisers must be board approved prior to conducting the fundraiser. Applications must be submitted at least 10 days prior to a board meeting to be approved. A Summary Collection Form SA-8 must be completed and submitted with fundraiser proceeds for deposit. Upon approval, a Facility Request Form must be submitted if applicable.

Name of Organization: B G H S cheer

Sponsor / Individual in Charge: Maddie Cannon

Fundraiser Dates: From: 1/30/25 To: 1/30/25 Total Number of Days: 1

Fundraiser Details: Kids' Camp: Kids will learn a cheer + perform @ the

Where: B G H S 11/31 game Cost of Items Sold: \$40 Goal: \$60

Use of Money: uniforms + other items needed to perform

Vendor Name: RECEIVED

Vendor Address: _____

Needs: Money Bag ☒ Tickets _____

Sponsor Signature: Maddie (per Maddie) Date: 10/23/24

OCT 30 2024

Porter Township
School Corporation

OFFICE USE ONLY

Does this fundraiser involve the sale of foods and/or beverages during the school day? YES ☐ NO ☒

**If yes, Director of Food Service must also approve fundraiser*

PRINCIPAL / ASSISTANT PRINCIPAL APPROVAL:

[Signature] DATE: 10/25/24

ATHLETIC DIRECTOR APPROVAL:

[Signature] DATE: 10/28/24

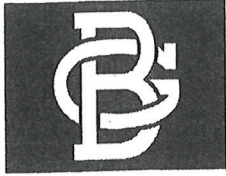
DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

DATE: _____

RF



Porter Township School Corporation Fundraising Application

Per SBOA, individual school organizations or functions may conduct selling activities on not more than 30 separate days during a school year. All fundraisers must be board approved prior to conducting the fundraiser. Applications must be submitted at least 10 days prior to a board meeting to be approved. A Summary Collection Form SA-8 must be completed and submitted with fundraiser proceeds for deposit. Upon approval, a Facility Request Form must be submitted if applicable.

Name of Organization: Sophomore Class NOV - 7 2024
Sponsor / Individual in Charge: Sheryl Loving
Fundraiser Dates: From: 11/18/24 To: 11/25/24 Total Number of Days: 6 Porter Township School Corporation
Fundraiser Details: candles
Where: Community Cost of Items Sold: \$10 - \$30 Goal: \$500
Use of Money: Prom
Vendor Name: Warm Glow Candle Company
Vendor Address: 2131 N. Centerville Rd. Centerville, IN 47330 (888) 253-7934
(765) 855-5483
Needs: Money Bag ☒ Tickets ☐
Sponsor Signature: Sheryl Loving Date: 11/7/2024

OFFICE USE ONLY

Does this fundraiser involve the sale of foods and/or beverages during the school day? YES ☐ NO ☒
**If yes, Director of Food Service must also approve fundraiser*

PRINCIPAL / ASSISTANT PRINCIPAL APPROVAL:

[Signature]

DATE: 11-7-24

ATHLETIC DIRECTOR APPROVAL:

[Signature]

DATE: 11-7-24

DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

DATE: _____

RP



Porter Township School Corporation Fundraising Application

Per SBOA, individual school organizations or functions may conduct selling activities on not more than 30 separate days during a school year. All fundraisers must be board approved prior to conducting the fundraiser. Applications must be submitted at least 10 days prior to a board meeting to be approved. A Summary Collection Form SA-8 must be completed and submitted with fundraiser proceeds for deposit. Upon approval, a Facility Request Form must be submitted if applicable.

Name of Organization: Class of 2025 & Class of 2026
Sponsor / Individual in Charge: Tamitha Moreno / Melissa Saco
Fundraiser Dates: From: 4/5/25 To: 4/5/25 Total Number of Days: 1
Fundraiser Details: Bunny Breakfast
Where: BGHS Cost of Items Sold: \$7.00/person Goal: \$300.00
Use of Money: Cost of prom and graduation
Vendor Name: _____

Vendor Address: _____
Needs: Money Bag _____ Tickets _____
Sponsor Signature: Tamitha Moreno Date: 10/8/24

RECEIVED

OCT 11 2024

Porter Township
School Corporation

OFFICE USE ONLY

Does this fundraiser involve the sale of foods and/or beverages during the school day? YES ☐ NO ☒

**If yes, Director of Food Service must also approve fundraiser*

PRINCIPAL / ASSISTANT PRINCIPAL APPROVAL:

DATE: 10/8/24

ATHLETIC DIRECTOR APPROVAL:

DATE: 10/9/24

DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

DATE: _____

RP



Porter Township School Corporation Fundraising Application

Per SBOA, individual school organizations or functions may conduct selling activities on not more than 30 separate days during a school year. All fundraisers must be board approved prior to conducting the fundraiser. Applications must be submitted at least 10 days prior to a board meeting to be approved. A Summary Collection Form SA-8 must be completed and submitted with fundraiser proceeds for deposit. Upon approval, a Facility Request Form must be submitted if applicable.

Name of Organization: BGHS Cheer

Sponsor / Individual in Charge: Maddie Cannon

Fundraiser Dates: From: 11/14 To: 11/19 ^{Orders taken 11/14 → 11/18} Total Number of Days: 5 ^{distributed 11/19}

Fundraiser Details: Sell Fannie Mae Chocolate bars

Where: School + Community Cost of Items Sold: \$2 Goal: 700

Use of Money: PCC items; uniforms; RECEIVED

Vendor Name: Fannie Mae OCT 30 2024

Vendor Address: _____

Needs: Money Bag _____ Tickets _____

Sponsor Signature: M/Cannon (see Maddie) Porter Township School Corporation Date: 10/24/24

OFFICE USE ONLY

Does this fundraiser involve the sale of foods and/or beverages during the school day? YES ☐ NO ☒

**If yes, Director of Food Service must also approve fundraiser*

PRINCIPAL / ASSISTANT PRINCIPAL APPROVAL:

[Signature] DATE: 10/28/24

ATHLETIC DIRECTOR APPROVAL:

[Signature] DATE: 10/28/24

DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

[Signature] DATE: _____

RP

Porter Township School Corporation

248 South 500 West
Valparaiso, IN 46385
219-477-4933 ext. 1000

STACEY M. SCHMIDT, Ph.D.
Superintendent

BEN PARRISH
Assistant Superintendent

KATHLEEN SMITH
CFO/Treasurer



Contracts

The board is asked to approve the following contracts at the Regular School Board Meeting on

November 14, 2024

Building	Business Entity	Fees/Services	Contract Period	Amount
PTSC	Crowe, LLP	Audit Services	Audit Period: 7/1/22-6/30/24	will be billed by Indiana SBOA
PTSC	Indiana ESC Food Co- op	Food Service RFP's	2025-2026 School Year	Varies
PLE	Patriot Engineering & Environmental	Soil borings, lab testing, field coordination, engineering evaluation, and reporting	N/A	\$9,000.00
BGMS/BGHS	Sandy Hook Promise	"Say Something" Anonymous Reporting System	through 6/30/2027	\$0.00



Crowe LLP

Independent Member Crowe Global

3815 River Crossing Parkway, Suite 300,
Indianapolis, IN 46240-0977
Tel +1 317 569 8989
Fax +1 317 706 2660
www.crowe.com

October 14, 2024

Management and Those Charged with Governance
c/o Stacey Schmidt
Porter Township School Corporation

Dear Sir or Madam:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Porter Township School Corporation ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client as of June 30, 2024, and for the period July 1, 2022 through June 30, 2024.

We will audit and report on the regulatory basis (prescribed by the Indiana State Board of Accounts in accordance with state statute IC 5-11-1-6) financial statements of the Client for the periods indicated in a single reporting package. The objective of the audit is the expression of an opinion on the regulatory basis financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America (GAAS).

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards

The document will also include the following additional other information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Officials
- Combining Schedule of Receipts, Disbursements, Other Financing Sources (Uses), and Cash and Investment Balances – Regulatory Basis
- Schedule of Payables and Receivables
- Schedule of Leases and Debt
- Schedule of Capital Assets
- State Reporting Information

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and Other Information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such

working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with the financial reporting provisions of the Indiana State Board of Accounts as allowed by state statute (IC 5-11-1-6). Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in

forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the Other Information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the Other Information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the Other Information. In addition, it is management's responsibility to include the auditor's report on Other Information in any document that contains the Other Information and that indicates that we have reported on such Other Information. It is also management's responsibility to present the Other Information with the audited financial statements or, if the Other Information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the Other Information no later than the date of issuance by Client of the Other Information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

EXAMINATION SERVICES

Our Responsibilities

We will examine the Client's compliance with the Indiana State Board of Accounts' Accounting and Uniform Compliance Guidelines Manual For Indiana Public School Corporations during the period July 1, 2022 through June 30, 2024. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to obtain reasonable, rather than absolute, assurance about whether, and to express an opinion as to whether, the Client complied, in all material respects, with the specified requirements.

During our engagement, we will make various risk assessments, including considering the Client's internal control relevant to the objectives of our examination in order to design examination procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to the those charged with governance and management, and include in our examination report or a separate report, any significant deficiencies or material weaknesses in internal control that we have identified during the examination. We will communicate to those charged with governance and management other deficiencies in internal control identified during the examination that, in our professional judgment, are of sufficient importance to merit the attention of management and those charged with governance.

We will plan and perform our examination to meet the objectives of the engagement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose the existence of: material errors, known or suspected fraud, internal control deficiencies or non-compliance with laws or regulations. Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected by us, even though our examination is properly planned and performed in accordance with applicable standards. We will inform you, however, if our examination identifies any material uncorrected misstatements, known or suspected fraud, internal control deficiencies, or non-compliance with laws or regulations. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential.

Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel. The working papers for this engagement are the property of Crowe and constitute confidential information.

The Client's Responsibilities

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information. Although we may advise you about the appropriate criteria, you acknowledge and agree that the responsibility for the specified compliance requirements remains with you. You are responsible for compliance with the specified requirements. You are also responsible for designing, implementing and maintaining internal control to provide reasonable assurance that the Client complies with those requirements and evaluating and monitoring the Client's compliance. You further acknowledge and understand that management is responsible for providing us with access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter and for the accuracy and completeness of the information that is provided to us. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the examination; as well as allowing us unrestricted access to individuals within the organization from whom we may determine it necessary to obtain evidence. As this examination engagement is not designed to be a fraud audit, management understands and accepts the inherent limitations of the examination services described in this agreement.

At the conclusion of our examination, we will request certain written representations from management.

OTHER SERVICES

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as: "Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

FEES

All fees for the services will be billed to the Client by the Indiana State Board of Accounts.

STATE BOARD OF ACCOUNTS

The engagement and performance of the audit are subject to the following guidance for auditee and auditor:

UNIFORM COMPLIANCE GUIDELINES FOR AUDIT OF STATE AND LOCAL GOVERNMENTS BY
AUTHORIZED INDEPENDENT PUBLIC ACCOUNTANTS

In addition to Other Information included in the guidelines, the following is the Auditor Responsibilities section:

1. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; Government Auditing Standards (if applicable); Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or Uniform Guidance (if applicable).
2. The audit will address items of noncompliance as they pertain to the auditee.
3. Any fraud, abuse, malfeasance, nonfeasance or illegal acts identified, suspected, or brought to the attention of the private examiner shall be reported by the private examiner, immediately upon discovery, to the State Board of Accounts via email. Materiality is not a factor to consider in that all such items are to be reported to the State Board of Accounts.
4. The State Examiner will be notified immediately via email if the books and records are not in a sufficiently satisfactory condition for performing the audit.
5. The State Examiner will be notified immediately if it is anticipated the independent auditor's report will be qualified, adverse, or a disclaimer in accordance with the Codification of Statements on Auditing Standards contacted in AICPA Professional Standards AU-C Section 705.
6. The State Board of Accounts will be provided a draft copy of the report and any separate communication to the Client's management in an unlocked pdf, Microsoft Word, or Microsoft Excel file using the appropriate email address. Upon review and return to the independent public accountant with no or minimal changes recommended, the date of the exit conference can be established.
7. The State Board of Accounts will be notified by date, time, and location the results of the audit will be discussed with Client officials (exit conference) at least 5 business days prior to the meeting by email.
8. The State Board of Accounts will receive a copy of the final report, as well as any separate communication to the Client's governance and/or management in an unlocked pdf, Microsoft Word, or Microsoft Excel file. These files will be emailed using the appropriate email address within 10 business days of the report being issued by the private examiner.
9. The State Board of Accounts will be provided the names, postal addresses, and email addresses of the Client's chief executive officer, chief financial officer, if any, and governing board president.
10. All documentation used to support the financial audit report as well as any separate communication to the Client's governance and/or management will be available for review by the State Board of Accounts at the State Examiner's discretion.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Indiana applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Porter Township School Corporation

Crowe LLP

DocuSigned by:
stacey Schmidt
35D9DDCDE07043C...

Signature

Stacey Schmidt

Printed Name

Superintendent

Title

october 16, 2024

Date

DocuSigned by:
Kevin Kerswick
938AE5DFD10C4F4...

Signature

Kevin Kerswick

Printed Name

Partner

Title

october 15, 2024

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal

Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above (“Materials”). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United

States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Indianapolis, Indiana.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Indianapolis, Indiana (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.



Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP September 29, 2022

A handwritten signature in black ink that reads 'Cherry Bekaert LLP' in a cursive script.



National Peer
Review Committee

October 20, 2022

Mark Baer
Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Wagner", with a stylized, flowing script.

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

Indiana ESC Food Co-op Member Annual Contract for 2025-2026

PURPOSE: *It is the intent of the members of the Northern Indiana Educational Services Center (NIESC, also known as Region 7) and members of Indiana Educational Service Centers using the Child Nutrition Requests for Proposals to maintain the integrity of both the bids and the bidding process and to hold those choosing to use these proposals to the standards outlined below.*

Membership:

1. Must be a member of an Indiana Educational Service Center. Per IC 5-22-4-7 and IC 36-1-7, school districts that are members of another ESC may enter into this agreement recognizing the Educational Service Centers as lead organizations utilizing inter-local agreements.
2. Following federal procurement guidelines utilizing Educational Service Centers per USDA SP-05-2017, CACFP 03-2017, and SFSP 02-2017.
3. To participate in the food service distributor RFP the participating school corporations must agree to the following annually:
 - A. The term of this agreement shall be from the date of the acceptance by authorized school corporation personnel through **June 30, 2026** and any successive renewals that take place.
 - B. The participating members of the NIESC Food Procurement Co-op shall be represented by one representative from each member school corporation that participates in the RFPs below.
 - C. **Contract due: November 15, 2024.** Failure to sign by this date may result in your district being excluded from the RFP.

Porter Township Schools will participate in the following RFPs for the 2025-2026 school year:

Check each RFP that applies to your district:	
<input type="checkbox"/>	Bakery Distributor
<input type="checkbox"/>	GPO/ Food Distributor
<input type="checkbox"/>	Milk / Dairy Distributor
<input type="checkbox"/>	Produce Distributor
<input type="checkbox"/>	Snack & Beverage Distributor

Code of Conduct/Contract Terms:

Each participating ESC Member District shall send a representative when contracts are being decided upon at meetings of the ESC Food Procurement Consortium. Every district is entitled to one vote at meetings or via an Absentee Ballot/ Evaluation Form. Business will be conducted at least quarterly during the school year.

EACH PARTICIPATING EDUCATIONAL SERVICE CENTER MEMBER AGREES TO:

- Provide **estimated quantities** for each of the commodity items to be processed/purchased and make an effort to purchase those amounts.
- Participate in cuttings, evaluation, and selection of commodity items to follow procurement regulations.
- If the group agrees to discontinue use of an item – members are committed to take the quantities they committed to for all proprietary items.
- Commit to participate in the ESC Food Procurement consortium by agreeing to have a representative present where the RFPs they participate in are discussed AND evaluated.

Indiana ESC Food Co-op Member Annual Contract for 2025-2026

- Return all necessary forms in a timely fashion with appropriate signatures. Reply to email requests and product request information per deadlines set by NIESC or the ESC they are a member of.
- The food vendor RFP is a Group Purchasing Organization/Distributor and districts must make a *concerted effort* to purchase 90 percent of all food purchases on the selected RFPs from the awarded vendor(s).
 - If the district is participating in other NIESC agreements, those items are exempt from the 90 percent.
- Pay vendor(s) as per awarded terms and conditions unless prior arrangements exist between the participating member and the vendor(s).
- To meet minimum delivery requirements as established per the final contracts/agreements.
- The participating corporation must notify the distributors of menu changes at least one month prior to the change if it will significantly (100 cases or more per month) impact usage.
- Notify NIESC or your local ESC immediately of any unresolved issues by the awarded vendor.
- Changes to the RFP and the items can only be made by the NIESC Food Procurement Co-op by a majority vote or by a district that meets the minimum stocking requirements.

Each participating member represents the group as a whole and their actions impact the integrity of the entire cooperative. Corporations who fail to adhere to the terms of this agreement may result in the vendor(s) refusing to sell product to that member at the agreed upon price and that member could be excluded by the consortium on future bids. If a corporation is found to be unable to follow this agreement NIESC will work with the corporation and help create an action plan that will realign them with the RFP program(s) they agreed to participate in.

Agreed to and executed by mutual agreement as per signatures and date below:

School District Name:	
ESC Cooperative Member Name:	
ESC Cooperative Member Signature:	
Position Title:	
Email Address:	
Date:	

Information below for ESC Co-op Managers. Do not write below this line.

NIESC Representative Signature, Title

Date

October 21, 2024

M. Stacey Schmidt
Porter Township School Corporation
248 South 500 West
Valparaiso, Indiana 46385

Re: Proposal for Geotechnical Engineering Exploration
Porter Lakes Elementary Addition
208 South 725 West
Hebron, Indiana
Patriot Proposal No.: P24-2201-06G

Dear Stacey:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Geotechnical Engineering Exploration for the above referenced project. Presented in this proposal is an outline of our understanding of the proposed project, our proposed work plan, proposed cost and schedule.

Project Description

The proposed project includes the construction of an addition along the north and west sides of the school. The proposed addition will be a single-story structure of slab-on-grade construction with adjacent roadways and parking.

A summary of our scope of work is provided below. Additional details about the scope of work and limitations are presented in the attached appendix.

Drilling Services

1. *Patriot* will drill a total of eight (8) soil borings, for a total of 110 lineal feet of drilling and four (4) pavement cores. The details of the proposed soil borings and pavement cores are outlined below:
 - Six (6) soil borings to a depth of 15 feet each
 - Two (2) soil borings to a depth of 10 feet each
 - Four (4) pavement cores will be collected in existing pavement areas
2. Split-spoon samples and Standard Penetration Tests values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers at 2.5 feet intervals to a depth of 10 feet, and 5 feet intervals thereafter per ASTM Method D-1586.
3. Shelby tube samples may be obtained in cohesive soil strata-of-interest.
4. Monitor the borings for the presence of groundwater during and immediately following the completion of the boring.
5. Upon completion of the borings, the boreholes will be backfilled with auger cuttings and core holes will be patched prior to demobilization for safety considerations.

6. The field drilling work should take one (1) to two (2) days to complete.

Laboratory Services

1. After the fieldwork is completed, we will return samples to *Patriot's* soils laboratory to perform the appropriate laboratory testing. The laboratory testing that will include the following:
 - Visual classifications of all collected samples
 - Natural moisture contents on cohesive samples
 - Unconfined compressive strengths estimated by a pocket penetrometer on cohesive soil samples
2. All laboratory testing will be performed in accordance with applicable ASTM methods.

Engineering Services

1. *Patriot* will call public utilities (811) to "clear utilities" within the public domain prior to the start of any subsurface exploration. The "clearing of utilities" outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. No private utility locate will be performed by *Patriot*. However, if the client would like us to hire a private utility locator to clear the underground lines at the boring locations, a cost estimate for *Patriot* to hire a private utility locator is provided (Optional Task No. 1).
2. *Patriot* will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access and topographic conditions. During this visit, we will locate and mark boring locations.
3. Based on the results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering Report. The report will present all field, soil boring logs and laboratory test data. The report will also include recommendations to aid in the design of the proposed structure, as well as providing a discussion regarding potential construction difficulties due to soil and groundwater conditions.
4. *Patriot* will perform calculations for the minimum pavement cross-sections thicknesses based on traffic loads provided to us by the *Client*. Our calculations will be performed using AASHTO 1993 method.
5. We would expect to issue our engineering report within approximately two (2) weeks of completing the fieldwork. However, verbal results can be provided shortly after the fieldwork is completed.

Estimated Project Cost

Based upon the information provided and as outlined in our attached work plan, along with our experience with similar projects, we have provided an estimate of the project cost below:

Geotechnical Engineering Exploration

(Includes soil borings, laboratory testing, field coordination, engineering evaluation, and geotechnical engineering exploration report.)

\$7,600.00

Optional Task No. 1 – Private Utility Locate

\$1,400.00


(Includes hiring a private utility locator to mark/clear private lines at the boring locations. Alternatively, the Client can directly hire a private utility locator. If private utility clearance is not performed then the client needs to take responsibility for any unmarked utilities by 811.)

Work performed outside the Scope of Work discussed in this proposal will be performed at a unit rate basis (Refer to attached Fee Schedule) for the actual work performed. Such work will be considered a change in scope.

As our formal authorization to proceed, please complete and sign the Proposal Acceptance Agreement form included with this proposal, indicating proper billing instructions, and return an executed copy of this acceptance agreement for our files. Also, please note the Terms and Conditions included with this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the Terms and Conditions herein.

If you have questions regarding this proposal or require additional information, please do not hesitate to contact us.

Sincerely,
Patriot Engineering and Environmental, Inc.



Ian Grafe, E.I.
Geotechnical Engineer



Salim Ilmudeen, P.E.
Principal Engineer

Additional Details of Scope of Work and Limitations

Objectives

The objectives of this geotechnical engineering investigation will be to assess the subsurface conditions within the project area and to provide recommendations to aid in the design and construction of the proposed project.

Utilities

Patriot will be responsible for “clearing utilities” within the public domain prior to the start of any subsurface exploration. The “clearing of utilities” outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. We recommend that the Client hire a private utility locator to clear the boring locations of any underground lines. Alternatively, *Patriot* can employ the use of a private utility locator to “clear” the boring locations prior to drilling for an additional cost.

Backfill Materials

If the boreholes will be backfilled with auger cuttings upon completion of the borings, it should be noted that it is standard practice in drilling test borings to backfill with the auger cuttings. However, sometimes the backfill will settle after the borings have been completed, requiring a return trip to backfill again. If this takes place, an additional fee will be charged for the return trip. As an alternative, for an additional fee, the holes can be backfilled with bentonite or grout to reduce the potential settlement.

Scope of Work Limitations

In preparation of this proposal, we have assumed that the site is accessible to a track-mounted drilling rig. Our drill rig and the field operations may damage landscaping areas. We assume any damage to landscaping areas by our drilling operations will be repaired by the Client. If “clearing” or “grading” of the site is required (i.e. trees, brush, crops etc.), an additional charge will be assessed. Also, we assume that the Client will make arrangements regarding our field work such as access to the drilling locations, etc. We assume that our field work will be performed during normal work hours (not weekend or night hours).

If the borings reveal inconsistent and/or marginal soil conditions requiring additional borings, deeper borings, additional samples, or additional laboratory testing, the Client’s Project Manager will be consulted immediately with regard to the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation modified to address this change in condition.

ATTACHMENTS

Geotechnical Personnel

Select Resumes

Insurance Certificate

Fee Schedule

Terms and Conditions

Proposal Acceptance Agreement

Patriot Engineering and Environmental, Inc. Geotechnical Division

NAME	EDUCATION	YEARS OF EXPERIENCE
Richard L. Johnson, P.E.	M.S. Geotechnical Engineering	58
William D. Dubois, P.E.	M.S. Geotechnical Engineering	55
Kenneth S. Bosar, P.E.	B.S. Mining Engineering	45
James T. Sherer, P.E.	B.S. Civil Engineering	41
Douglas B. Zabonick, P.E.	B.S. Geological Engineering	41
Timothy N. Tyler, Ph.D., P.E.	Ph.D., C.E. Geotechnical Engineering	37
Salim M. Ilmudeen, P.E.	M.S. Geotechnical Engineering	30
Richard Scruton, P.E.	B.S. Civil Engineering	27
Sean M. Smith, P.E.	B.S. Geotechnical Engineering	25
Jacob J. Vieck, P.E.	B.S. Geotechnical Engineering	18
Akshat Saxena, P.E.	M.S. Geotechnical Engineering	12
Benjamin R. Lauletta, P.E.	B.S. Civil Engineering	10
Christian Cole Pohlar, E.I.	B.S. Civil Engineering	7
Ian Grafe, E.I.	B.S. Civil Engineering	6
Irfan Syed	M.S. Civil Engineering	6
Logan Young, P.E.	M.S. Geotechnical Engineering	4
Mark Jonard, E.I.	B.S. Civil Engineering	3
Daniel Myers, E.I.	B.S. Civil Engineering	3
Azam M Syed	M.S. Civil Engineering	2

NAME	SUPPORT TEAM
Steve Burck	Drilling Division Manager
Sara Vaught-Lauletta	Laboratory Supervisor
James DuMond	Senior CAD / Graphics Technician
Katie Bechman	Project Administrator



Salim M. Ilmudeen, PE Senior Project Engineer

FIELDS OF EXPERTISE

Geotechnical engineering including shallow and deep foundation design; high rise building foundations; slope failures and slope stability analysis; pavement design; deep excavations, underpinning and earth retention systems; geotechnical instrumentation and in-situ testing.

REGISTRATION & CERTIFICATION

Professional Engineer:
Hawaii, PE-8644;
Indiana – PE10606266

EDUCATION

M.S.C.E., Civil Engineering (Geotechnical and Transportation Engineering),
Texas Tech University, Lubbock, TX - 1992

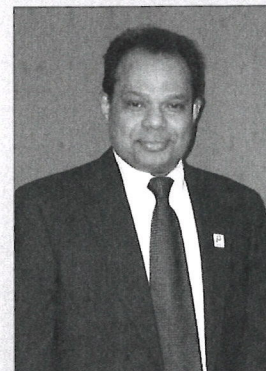
B.Sc., Civil Engineering, University of Peradeniya,
Sri Lanka - 1985

PROFESSIONAL SUMMARY

Mr. Ilmudeen is a Senior Project Engineer with over 20 years of experience in the field of geotechnical engineering. He has performed foundation engineering design and provided geotechnical engineering services for a wide variety of projects. These projects included a new airport terminal complex, power plants, high rise buildings, tunnel, bridge and road construction projects, deep excavations, underpinning, earth retention systems and cut-off walls, landslides, vibration monitoring, etc.

SELECTED PROJECT EXPERIENCE

- Carmel City Center – Phase I, Carmel, Indiana – Geotechnical engineering report review and preparation of supplementary report and design parameters for 3 to 7 story buildings with common basement and a utility tunnel 10 feet below the basement.
- Pedcore Square Buildings 4 & 5, Carmel, Indiana – Dewatering consultations and calculations for 2 buildings with 20-feet deep common basement.
- Rush Memorial Hospital, Rushville, Indiana – Dewatering consultations during construction of a new physician / office building.
- New Terminal Complex for Chicago O'Hare International Airport, Chicago, Illinois – Geotechnical engineering for a multi-level terminal building, a parking structure, airport transit system, elevated highways, bridges, concourse concrete aprons, depressed roadways, retaining walls, utility tunnel and other associated structures.
- Lake Shore East Condominiums, Chicago, Illinois – Geotechnical engineering report and design parameters for a 60-story building with a basement.
- Dept of Transportation 96-inch diameter Concrete Sewer Tunnel, Chicago, Illinois – Geotechnical design calculations, analysis of tunneling options, specifications, and design drawings for tunnel and shafts.
- Minor League Baseball Stadium, Gary, Indiana – Civil drawings and specifications for groundwater cut-off wall design alternatives such as slurry walls and sheet pile walls.
- Samsung S-Project, Seoul, Korea – Geotechnical design parameters for four 22 to 35 story buildings with 6 levels of basement extending to 84 feet below grade.
- Excelon – Calumet 350 MW Peaker Plant, Chicago, Illinois – Geotechnical and geophysical explorations, foundation design parameters, and backfilling and compaction procedures for settlement sensitive areas.



**Patriot Engineering
and Environmental, Inc.**
6150 East 75th Street
Indianapolis, Indiana 46250
317-576-8058



PATRENG-01

KHOLDERMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0019304-1 Hub International Midwest East 1591 Galbraith Ave SE Grand Rapids, MI 49546	CONTACT NAME: PHONE (A/C, No, Ext): (616) 233-4111 FAX (A/C, No): (616) 233-4110 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Mutual Insurance Company INSURER B : Lexington Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Patriot Engineering & Environmental, Inc. Patriot Engineering & Environmental, LLC 6150 East 75th Street Indianapolis, IN 46250	NAIC # 23396 19437

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY		CPP21172760301	4/12/2024	4/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
CLAIMS-MADE X OCCUR						
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						
OTHER:						
A	AUTOMOBILE LIABILITY		CA21172750302	4/12/2024	4/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						
A X	UMBRELLA LIAB	X OCCUR	CU21172770302	4/12/2024	4/12/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A	WC21172790301	4/12/2024	4/12/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
B	Prof & Pollution		031711066	4/12/2024	4/12/2025	Per Claim / Agg 5,000,000
A	Work Comp		WC21172780302	4/12/2024	4/12/2025	Workers Compensation 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Inland Marine - Policy #CPP2117276 - 04/12/2024 - 04/12/2025
Rented Leased Equipment Limit - \$200,000 / Deductible - \$1,000

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Justin Daily

PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
Geotechnical Engineering Services
2024 Fee Schedule

	<u>Unit</u>	<u>Unit Cost</u>
<u>PROFESSIONAL SERVICES</u>		
Expert Witness	Hour	\$365.00
Senior Principal Engineer, P.E.	Hour	\$245.00
Principal Engineer, P.E.	Hour	\$220.00
Senior Project Engineer, P.E.	Hour	\$185.00
Project Engineer, P.E.	Hour	\$155.00
Senior Engineer/Geologist	Hour	\$135.00
Geotechnical Engineer/Geologist	Hour	\$115.00
Draftsperson/CAD Technician	Hour	\$105.00
Senior Engineering Technician	Hour	\$80.00
Laboratory Supervisor	Hour	\$90.00
Word Processor	Hour	\$90.00
<u>LABORATORY TESTING</u>		
Water Contents	Each	\$7.50
Atterberg Limits (LL & PL)	Each	\$110.00
Grain Size Distribution	Each	\$180.00
Sieve Analysis (Sand)	Each	\$80.00
Minus #200 Wash	Each	\$65.00
Natural Density	Each	\$40.00
Organic Content	Each	\$65.00
pH Determination	Each	\$40.00
Resistivity – Soil (ASTM G57)	Each	\$105.00
Extrude & Log Shelby Tube Samples	Each	\$60.00
Standard Proctor	Each	\$200.00
Modified Proctor	Each	\$220.00
CBR Test	Each / Point	\$195.00
Unconfined Compressive Strength	Each	\$75.00
Thermal Conductivity (5 Point, Dry Out Curve)	Each	\$315.00
Triaxial Tests (CU - 3 circles)	Each	\$1000.00
Consolidation Test	Each	\$500.00
Expansion Index (Swell Potential)	Each	\$500.00
Permeability Test (Cohesive Soils)	Each	\$400.00
<u>DRILLING SERVICES</u>		
Mobilization of drill rig and crew (Local)	Lump Sum	\$1,250.00
*plus \$4.50 per mile over 60 miles from a Patriot office		
Minimum Charge for drill rig, crew and equipment	Lump Sum	\$3,100.00
Drilling with 3.25" and 4.25" hollow stem augers with standard splitspoon sample intervals		
Under 50 feet depth and under 50 blows per foot	Foot	\$18.00
50 to 75 feet depth and under 50 blows per foot	Foot	\$19.00
Over 75 feet depth or over 50 blows per foot	Foot	\$22.00
Additional splitspoon samples beyond standard intervals	Each	\$18.50
ATV Drilling , Add	Foot	\$3.50
Mud Drilling, Add	Foot	\$7.50
Drilling without splitspoons	Foot	\$12.00
Bulk Samples (50 lb. bag)	Each	\$78.00
Rock Coring	Foot	\$45.50
Equipment, set-up for rock coring	Hole	\$110.00
Shelby Tube Samples (3 in. O.D.)	Each	\$78.00
Standby Time requested by Client or Hauling Water	Hour	\$208.00
Rental of Dozer (to assist drill rig under adverse site conditions)	Cost + 15%	
Asphalt or Concrete Plug of Drill Holes	Hole	\$45.00
Per Diem for Drill Crew per person	Per Day	\$208.00
<u>GENERAL EXPENSES</u>		
Transportation by Company or Personal Car	Mile	\$0.96
Subcontractor Costs / Special Costs	Cost + 15%	

*Other Drilling Services and Lab Testing can be performed per request, above is not a complete list of capabilities

TERMS AND CONDITIONS

1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT*'S performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

PATRIOT will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT*'S work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT*'S report, are based on information furnished by others and/or estimates made by *PATRIOT*'S personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT*'S and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT*'S or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT*'S recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT*'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

PATRIOT shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT*'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT*'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT*'s work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT*'S proposed and contracted scope of work.

**19. RETESTING AND RE-MONITORING**

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of



transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

Revised July 2017

**PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.**

PHONE: 317-576-8058

FAX: 317-576-1965

PROPOSAL ACCEPTANCE AGREEMENTProject Name: Porter Lakes Elementary School AdditionProject Location: Hebron, IndianaDescription of Services: Geotechnical Engineering InvestigationPatriot Proposal: P24-2201-06G Patriot Project #: _____**APPROVAL & PAYMENT OF CHARGES - (Company or Individual Responsible for Payment of Invoice)**

Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Attention: _____

Telephone: _____ Fax: _____ Email: _____

PAYMENT TERMS: Per Terms & Conditions. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

REFERENCES - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial
(Current bank or other lender)

Name: _____

Supplier
(Current account with Client)

Name: _____

Trade
(Engineer, Contractor, Other, etc.)

Name: _____

Contact: _____

Contact: _____

Contact: _____

Account No.: _____

Account No.: _____


Account No.: _____

Phone No.: _____

Phone No.: _____

Phone No.: _____

NOTICE: *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT'S* Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: TITLE: Superintendent DATE ACCEPTED: 11/4/24



***Say Something* Anonymous Reporting System (*Say Something* ARS) Memorandum of Understanding between
Sandy Hook Promise Foundation and Porter Township School Corporation**

This Memorandum of Understanding (“MOU”) is entered into by Sandy Hook Promise Foundation (“SHPF”), a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Porter Township School Corporation (“PTSC”) which is organized and existing under and pursuant to the Constitution and laws of the State of Indiana and with a primary business address at 248 S. 500 W. Valparaiso, IN 46385. SHPF and PTSC may also each be referred to herein individually as a “Party” or collectively as the “Parties.”

1. PURPOSE.

SHPF and PTSC agree to educate PTSC participating schools identified in EXHIBIT E about SHPF’s *Say Something* Anonymous Reporting System. The *Say Something* ARS teaches students how to recognize for warning signs especially in social media, from individuals who may want to hurt themselves or others and to “*Say Something*” to a trusted adult or use the Anonymous Reporting System (App, Website or 24/7/365 Crisis Telephone Line) to get them help.

2. DUTIES.

The Parties shall perform the duties described generally below, and in Exhibits attached hereto and made a part hereof.

A. During the Program, SHPF will perform the following duties:

- i. Program coordination and onboarding: Provide guidance and support in the establishment of tip management teams and tip management infrastructure. Supply communication and outreach materials needed for the setup, announcement, and launch of the Program.
- ii. Trainings:
 - a. Adult Training: Provide user training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center tip processing and protocols, on tip management best practices, on conducting and passing the Official Pre-Launch Tip Test, and on ways to ensure program longevity. Additional learning resources and guides for *Say Something* ARS Teams are provided digitally at no cost. This training is available via the SHPF Digital Learning Center and will be shared with PTSC .
 - b. Student Training: Provide video-based student training and related lesson plans and activities (through the SHPF Learning Center, an online learning management system).
- iii. Program engagement and success: Provide ongoing account management support, including dedicated Account Manager available for 1:1 coaching in the areas of team management, tip management, and use of the P3 Tip Management platform. Supply monthly newsletter, professional development webinars, Awareness Materials (posters, window cling, etc.) to participating schools. Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the *Say Something* ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system.
- iv. Compliance: SHPF shall adhere to and comply with applicable federal and state laws and regulations.
- v. Background Checks: All SHPF employees, agents, and volunteers who will have contact with students will



undergo and must pass a background check before interacting with students.

vi. Indemnity: SHPF shall defend, hold harmless and indemnify PTSC , its affiliates, and/or PTSC employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of SHPF.

vii. Exhibit A-1: The activities set forth on Exhibit A-1 attached hereto and made a part hereof.

B. PTSC will perform the following duties:

i. Communication: PTSC will communicate the benefits of *Say Something* ARS at PTSC , foster buy-in with program participants (team members) and supply regular and ongoing reminders of the program to the school community, including parents.

ii. Program infrastructure and workflow: Support the establishment of tip management teams, including School Teams for each participating school, a District Team for tip management support and oversight, a Special Team for exceptional or highly sensitive tips, and a Flex Team, as needed, for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol, including Tip Disposition requirements. Equip team members with the devices or equipment needed to carry out their tip management and tip follow-up responsibilities, with scheduling and outreach and, where needed, communication on presentations/training.

iii. Meet all *Say Something* ARS Launch Readiness Standards and complete all Onboarding steps prior to program launch (i.e., initiation of student training), including the establishment of:

a. A Program Lead: A district-level administrator who *believes in the program*, has the ability to mobilize school administrators, can communicate effectively amongst various disciplines (i.e., education, law enforcement, mental health), supports School Teams in providing timely and appropriate responses to concerns raised in tips, and provides clear and consistent feedback to SHPF on the program's needs, challenges, *and* successes. The Program Lead also provides clear parameters and timeframe for Flex Team activation (covered in more detail below). The Program Lead is the primary point of contact for the SHPF Team, including Account Management and Crisis Center teams.

b. A District Team: A team of 3-5 year-round district-level administrators, including the Program Lead. District Teams support School Teams in tip management and providing follow-up resources, assessments, or care plans for students in need.

c. School Teams: A team for each participating school that consists of 3-5 school-level administrators, including a School Team Lead (typically but not necessarily the principal), who serves as the Crisis Center's primary point of contact regarding tips submitted to their specific school or questions/concerns about their specific School Team. Team Leads are responsible for identifying trusted and high-performing school administrators to perform the duties of the School Team; for keeping their Team roster up to date with staff turnover; for ensuring tips are closed-out and dispositioned thoughtfully, accurately, and regularly in the P3 Tip Manager; for communicating needs or challenges to the Program Lead; and for providing follow-up, assessments, or care plans to students in need.

d. A Special Team: a team consisting of 1-2 members of the District Team who are notified of exceptional or particularly sensitive tips, including but not limited to tips concerning school-related adults (e.g., school administrators, teachers, coaches, volunteers, etc.) or sexual assault of a minor.



- e. **A Flex Team:** an optional team consisting of a mix of 3-5 District Team members (typically, the Program Lead and each School Team's Lead). If the designated district and school teams are not able to take tips during these times, a Flex Team can be engaged during school breaks or holidays (or whenever deemed necessary by the Program Lead). The Flex Team *flexes* to fill gaps and serves as backup as needed. The Program Lead must clearly define, in advance and in writing, to the Crisis Center, periods of activation (start and end dates/ times) of the Flex Team.
- f. **Launch Readiness Standards:**
- i. **Approval on *Say Something* ARS related websites:** Program Lead will work with district IT personnel to make sure *Say Something* ARS domains and IP address are approved to ensure *Say Something* ARS communications, including notifications of new and updated tips, reach team members' inboxes.
 - ii. **District Team establishment:** Program Lead must identify 3-5 district-level admin to support the management of tips and follow-up.
 - iii. **School Team establishment:** Participating Schools must establish a team of 3-5 school-level administrators to receive and manage tips and provide follow-up and support to students.
 - iv. **School Team Lead Identification:** School Teams must have a Team Lead identified.
 - v. **Special Team and optional Flex Team establishment:** Special Team must have 1-2 district-level team members, and the Flex Team must have 3-5 school or district-level team members.
 - vi. **Cell Phones in P3:** All team members must have a cell phone on file in P3 for emergency contact purposes
 - vii. **District email addresses in P3: All team members must provide a district, not personal email address in P3.**
 - viii. **Team Training:** A Team is considered "trained" when at least 3 of its members have completed *Say Something* ARS Team Training; All Teams must be considered "trained."
 - ix. **The Official Pre-Launch Tip Test:** Prior to program launch, Teams are tested by the Crisis Center to ensure team members are being notified properly, are able to access tips in the P3 Tip Manager, and can perform basic functions within the P3 platform, a Team receives a "Pass" on the Official Pre-Launch Tip Test when at least 3 of its members respond to the test properly. Program Leads will select their Tip Test date on the Onboarding Dashboard after submitting their Student Engagement Plans. Program Leads will select their dates through the *Say Something* ARS Portal using the Dates and Deadlines Tab.
 - x. **Student Engagement Plans Submission:** The Program Lead must submit a plan of when they plan to train their students and how many students they'll train. Student Engagement Plans determine the program's "Go Live Date," as the program is considered officially "live" once the first group of students receive *Say Something* ARS student training. The *Go-Live* Date determines when the Official Pre-Launch Tip Test is conducted. Submission of Student Engagement Plans occur annually following the program's launch, prior to the start of the new school year. As such, student training/re--training occurs annually, at a minimum.

Note: The following can result in delayed program launch, additional training, remediation measures, or termination.



- Repeated failure of the Official Pre-Launch Tip Test
 - Unresponsive Teams/Team members who do not respond to Life Safety calls
 - Out-of-date Team rosters/contact information
 - Lack of student engagement/very low tip volume
 - Failure to observe or undermining of Crisis Center processes and protocol, including not responding to after-hours life-safety calls
- iv. Policies and Procedures: PTSC to inform SHPF on the relevant PTSC policies and procedures applicable to the services SHPF is providing. PTSC to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.
- v. SAVE Club Activity and Special Event Support: PTSC to support identified and agreed to special events at PTSC , within the region, and SHPF “Call to Action” Weeks.
- vi. Report Backs and Data Sharing: PTSC will report back to SHPF on the number of students to be trained per participating school or any related data within one week of training as well as provide access to data as described in APPENDIX F.
- vii. Close Out / Disposition tips in a timely manner: School and District Teams must close out and Disposition tips in a timely manner, or within 7 days of tip submission, providing information regarding Tip outcome, plan of action for student, and next steps.
- ix. Up-to-date information in the P3 team roster: All School / District Teams must maintain accurate contact information/details in the team roster, including cell phone numbers and district/school email address.
- x. Indemnity: PTSC shall defend, hold harmless and indemnify SHPF, its affiliates, and/or SHPF employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of PTSC .
- xi. Exhibit A-2: The activities set forth on Exhibit A-2 attached hereto and made a part hereof.

3. EXHIBITS. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include the obligations and rights of both parties.

4. FUNDING. SHPF generally funds its programs from a combination of public, private and governmental support. SHPF anticipates it will be able to secure adequate funding through these sources to pay for the program for the duration of this MOU. However, SHPF reserves the right to terminate the program per the Term and Termination clause in this MOU.

5. TERM AND TERMINATION. The Program will begin November 1, 2024 and end on June 30, 2027. This MOU shall be effective from the date the last Party signs. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days’ advance written notice to the other Party. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.



6. PRIVACY POLICY AND TERMS OF USE. Please refer to the SHP Privacy Policy and Terms of Use links below: [Privacy Policy](#)
[Terms of Use](#)

The Privacy Policy and Terms of Use can also be found at www.sandyhookpromise.org

7. CONTRACTOR. While engaged in performance of this MOU, SHPF is an independent contractor and is not an officer, agent, or employee of PTSC . SHPF employees, volunteers and agents are not entitled to benefits of any kind to which PTSC 's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits.

8. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of PTSC that, in connection with all work performed under PTSC MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

9. NON-DISCRIMINATION. PTSC is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. PTSC prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

10. GOVERNING LAW. All matters relating to this MOU and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of [Indiana] without giving effect to any choice or conflict of law provision or rule (whether of the State of [Indiana] or any other jurisdiction).

11. FINGERPRINTING and BACKGROUND CHECKS. SHPF shall perform the following acts:

- A. As required by PTSC , SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by PTSC .
- B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until SHPF has conducted a background check and employment history check in accordance with all applicable state, local or federal statutes or requirements.
- C. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to PTSC administrator for this MOU.

12. INSURANCE: SHPF shall, at its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better



rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$100,000 fire damage
 - \$5,000 med expenses
 - \$1,000,000 personal & adv. injury
 - \$3,000,000 general aggregate
 - \$3,000,000 products/completed operations aggregate
- B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:
 - Part A – Statutory Limits
 - Part B – Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000
- D. **Errors & Omissions** (Professional Liability) coverage, as follows: \$1,000,000 per occurrence/ \$1,000,000 aggregate
- E. **Sexual Abuse and Molestation** coverage, as follows: \$1,000,000 per occurrence/\$1,000,000 aggregate

SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish PTSC with certificates of insurance evidencing such coverage.

13. NOTICES. All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail; or when delivered, if delivered by hand.

To SHPF:

Title: Chief Financial Officer
Entity: Sandy Hook Promise Foundation
Address: PO Box 3489, Newtown, CT 06470
Telephone: (203)491-2059
Email: info@sandyhookpromise.org

To PTSC :

Name: Stacey Schmidt
Title: Superintendent
Entity: Porter Township School Corporation



Address: 248 S 500 W. Valparaiso, IN 46385
Telephone: 219-477-4933
Email: stacey.schmidt@ptsc.k12.in.us

14. DISPUTE RESOLUTION. Should any problem or conflict arise during the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion. If discussions are unsuccessful, Parties reserve their right to enforce the terms of this MOU in a state or federal court located in Porter County, Indiana, this being in addition to any other remedy to which the Parties are entitled at law or in equity.

15. COMPLIANCE WITH LAWS. Each Party will comply at their own expense with all applicable laws and regulations, including without limitation those of other jurisdictions that may apply concerning the protection of personal data. PTSC agrees and acknowledges that PTSC is solely responsible for obtaining any consents required under the applicable data privacy and data protection laws for information and access to information provided by PTSC to SHPF under this MOU. PTSC acknowledges and agrees that SHPF's collection and use of personal data from users of the *Say Something* ARS in connection with this MOU shall be governed by the SHPF Privacy Policy, as updated from time to time and posted at <https://www.sandyhookpromise.org/say-something-tips/>, which Privacy Policy is made a part of this MOU as if fully set forth herein.

16. ENTIRE MOU/AMENDMENT. This MOU, all Exhibits to this MOU, and documents incorporated by reference herein, constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, as described in Section 5, above. PTSC acknowledges and agrees that a user's access to and use of the *Say Something* ARS in connection with this MOU shall be governed by the SHPF Terms of Use, as updated from time to time and posted at <https://www.sandyhookpromise.org/say-something-tips/>, which Terms of Use is made a part of this MOU as if fully set forth herein.

PTSC	- SHPF -
BY (SIGN): _____	BY (SIGN): _____
NAME (Print): <u>Stacey Schmidt, PhD</u>	NAME (Print): <u>David Conrad</u>
POSITION: <u>Superintendent</u>	POSITION: <u>Chief Financial Officer</u>
DATE: _____	DATE: _____



[Signature page Say Something Anonymous Reporting System (*SAY SOMETHING* ARS) Memorandum of Understanding]



EXHIBIT A –1 – SAY SOMETHING ARS PROGRAM SPECIFICS

SHPF and PTSC agree to this agreement as follows:

SHPF will perform the following duties:

1. SHPF shall provide training and support of *Say Something* ARS to PTSC students and team members. SHPF will manage and maintain the 24/7/365 Crisis Center App and website for students, educators, administrators, and parents of PTSC 's students to use to submit anonymous tips.
2. SHPF shall implement *Say Something* ARS by retaining qualified persons (Instructors), digital-download instruction and training video to provide training and technical assistance to PTSC .
3. SHPF shall manage the 24/7/365 Crisis Center and provide them with PTSC developed and approved team member contact information, Reporting Process and Protocols (Exhibit C) and contact list.
4. SHPF 24/7/365 Crisis Center will, per PTSC direction, triage all tip submissions prior to trafficking to PTSC .
5. SHPF 24/7/365 Crisis Center will provide crisis management to any tip submission per PTSC developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit B), Reporting Process and Protocols (Exhibit C), state and federal laws.
6. SHPF shall share and/or provide immediate, direct access to PTSC all information gathered using *Say Something* ARS – including number of participants, schools, tip details and dispositions.
7. SHPF will provide prompt support of *Say Something* ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
8. SHPF shall not under any circumstances sell any *Say Something* ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to PTSC , SHPF shall always maintain the anonymity of all data and other information received in connection with the *Say Something* ARS including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
9. SHPF grants to PTSC a limited, non-exclusive, non-transferable, revocable subscription *Say Something* ARS license during the term of this MOU, solely for PTSC 's purposes – including (a) to use, perform, and digitally display *Say Something* ARS to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of the *Say Something* ARS.
10. SHPF will provide each user identified on PTSC 's contact list with a unique username and password to enable such users to access *Say Something* ARS pursuant to this agreement. SHPF may alternatively provide an assigned PTSC Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for PTSC 's additional users. SHPF may change or update these username and passwords, with notice to PTSC . Each username and password may only be used to access *Say Something* ARS one (1) concurrent login session. SHPF reserves the right to terminate any username and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.
11. SHPF will make P3 and tip processing training available to local 911 dispatch, who are alerted 24/7/365 only in the case of events requiring law enforcement intervention as described in Exhibit B. In the event that local 911 does not agree to access tips via P3, then SHPF will call local 911 dispatch and provide a verbal intake. If 911 dispatch



refuses to use P3, PTSC acknowledges compliances with Exhibit D that SHPF assumes no liability for adverse that result because of this refusal.

12. Contact Us. Please contact us at the following address:

Sandy Hook Promise Foundation
PO Box 3489
Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



EXHIBIT A –2 – SAY SOMETHING ARS PROGRAM SPECIFICS

PTSC will perform the following duties:

1. PTSC to provide and update SHPF their district and school team contact list, identifying the order in which team individuals should be contacted.
2. PTSC acknowledges and agrees that only users are entitled to receive a username and password and to access the Services. PTSC will provide SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and PTSC will verify all user requests for account passwords. PTSC will ensure that each username and password issued to a user will be used only by that user. PTSC is responsible for maintaining the confidentiality of all users' usernames and passwords and is solely responsible for all activities that occur under these usernames. PTSC agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, and (b) to promptly notify SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify PTSC , take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.
3. PTSC acknowledges and agrees to act upon all known *Say Something* ARS submissions in accordance with PTSC policies and procedures.
4. PTSC acknowledges and agrees that all trainings are SHPF's intellectual property, and they will not be shared beyond the school and district (i.e., on social media, on school website, etc.), nor will they be modified in any way without express permission from SHPF.



EXHIBIT B – SAY SOMETHING ARS Event Types

Below is a list of event types that Tipsters can choose from the dropdown when submitting a tip. When a Crisis Counselor receives, vets, and triages a tip, it is categorized as Life Safety or Non-Life Safety based on the criteria below.

For a tip to be designated by a Crisis Center Crisis Counselor as “Life Safety,” the tip must articulate a **threat of substantial bodily harm or death**, and it must have **at least one** of the following characteristics:

- **Actionability:** enough information is available for a welfare check/intervention to immediately take place;
- **Timeliness:** reported concern is imminent, in-progress, or just happened;
- **Credibility:** information is clear, consistent, convincing, and supported by evidence; or
- **Probability:** subject has the means, intent, and opportunity to carry out the threat.

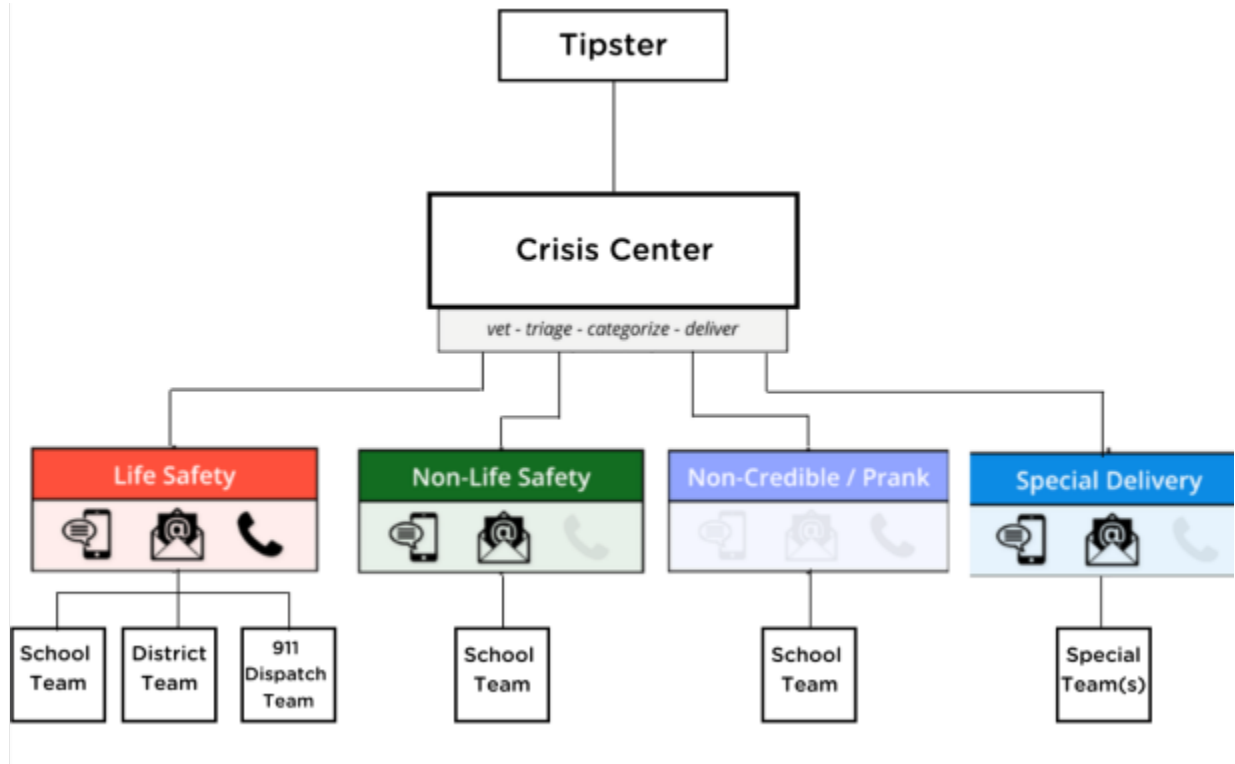
Based on their intuition and the totality of the circumstances, Crisis Counselors have the discretion to err on the side of caution and make a Life Safety designation.

Event Types

Anger Issues	Physical Abuse
Animal Cruelty	Planned Fight / Assault
Bullying / Cyber Bullying	Planned School Attack
Concern about an Adult	Reckless / Dangerous Behavior
Cutting / Self-Harm	Sexual Assault / Rape
Depression / Anxiety	Sexual Exploitation / Abuse
Domestic Violence / Child Abuse	Sexual Harassment
Drug Use / Distribution	Sharing Inappropriate Photos
Eating Disorder	Social Isolation / Withdrawal
Gang Violence / Activity	Substance Abuse
Harassment / Intimidation	Suicide / Suicide Ideation
Hate Crime / Hate Speech	Theft
Hazing	Toxic / Abusive Relationship
Homeless / Runaway Student	Vandalism
Inappropriate Relationship	Verbal Abuse
Intent to Harm Someone	Weapon(s)



EXHIBIT C - REPORTING PROCESS AND PROTOCOLS



All Non-Life Safety tips are sent to School Team contacts between the hours of 6:00am and 6:00pm on weekdays (local time) daily, and between the hours of 10:00am to 6:00pm on weekends.

Contact Us. Please contact us at the following address:

Sandy Hook Promise
PO Box 3489
Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



EXHIBIT D - 911 Dispatch Training and P3 Use

The *Say Something* ARS model is designed to contact and involve local 911 dispatch in life-threatening situations. However, local 911 is not required to attend training or use the P3 system. SHPF will, however, make *Say Something* ARS training available to all local 911 dispatch centers and will also make available the web-based tip management system, which allows team members to:

- View real-time anonymous dialogue between tipsters and SHPF Crisis Counselors
- View any pictures, videos or evidence attached to a tip
- Dialogue with a tipster if necessary
- Access real-time updates to an evolving situation, potentially providing officer safety information

PTSC and SHPF agree and acknowledge that SHPF will not be held liable for any adverse outcome resulting from a local 911 dispatch's refusal to participate in training or use the Say Something-ARS model or web-based tip management system as intended.

Contact Us. Please contact us at the following address:

Sandy Hook Promise
PO Box 3489
Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



EXHIBIT E - Participating Schools List

Suggested SS-ARS Participating Schools
As of 2024-10-24 22:39:05 Eastern Standard Time/EST • Generated by Marykay Wishneski

Participating	Account Name	Street Address	City	NCES School ID	School Type	Grade Range	Grades Served	Student Enrollment	Include on Tip Form	Team Required	Student Training Required
<input checked="" type="checkbox"/> Yes	Boone Grove High School	260 S 500 W	Valparaiso	180918001521	Traditional Public	High	09; 10; 11; 12	486	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
	Boone Grove Middle School	325 W 550 S	Boone Grove	180918000523	Traditional Public	Middle	06; 07; 08	323	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
Subtotal	Sum							809			
	Count	2									

Any questions or concerns should be directed to:

Company: Sandy Hook Promise Foundation
Address: PO Box 3489, Newtown, CT 06470
Telephone: 203-304-9780
Email: info@sandyhookpromise.org



EXHIBIT F - DATA SHARING AGREEMENT

Memorandum of Agreement

By and Between PTSC and Sandy Hook Promise Foundation

The Sandy Hook Promise Foundation is a national nonprofit organization founded and led by several family members whose loved ones were killed at Sandy Hook Elementary School on December 14, 2012. Based in Newtown, Connecticut, our intent is to honor all victims of gun violence by turning our tragedy into a moment of transformation. By empowering youth to “know the signs” and uniting all people who value the protection of children, we can take meaningful actions in schools, homes, and communities to prevent gun violence and stop the tragic loss of life.

Data Required

The primary aim of ongoing evaluation is to extract, secure, and analyze data from the *Say Something* Anonymous Reporting System (*Say Something* ARS) for purposes of trend identification in connection with contracted research partner University of Michigan and continual program improvement. PTSC will make data available as needed to SHPF: all raw data pertaining to tips received during the contract period. Relevant fields include, but are not limited to, type of tip; source of tip; date recorded/last action/outstanding (i.e., time until resolution); disposition; time of tip; triage rates (school vs police); other variables as identified. These data will be treated confidentially and aggregated so that no identifying data of a single individual or single school will ever be externally reported, except as outlined in processes for tip escalation in the scope of Crisis Counselor tip coordination. The *Say Something* ARS raw data will be merged with Sandy Hook Promise training data and publicly available from PTSC school/district data to create an integrated data set that will enable analysis of training and school-related factors on tip submissions. Analysis of the [*Say Something* ARS] data will contribute to the evidence base of anonymous reporting systems and guide decision making related to the monitoring and responding to tips. Upon completion of the evaluation objectives, the project team will report data-driven documentation to SHPF and PTSC of common tip profiles, which can be shared with other participating districts to manage expectations and staffing in order to meet the needs of tip subjects.

Agreement for Sharing of Data

This Agreement is entered into by the PTSC and the Sandy Hook Promise Foundation for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 (“FERPA”). The information will be used by researchers at the SHPF to conduct studies designed to improve *Say Something* ARS tools and services for schools participating in SHP’s *Say Something* ARS program in the state of [State].

FERPA describes circumstances under which Local Educational Agencies (LEAs) and the PTSC are authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent. Confidential information can be disclosed to organizations as stated in section II. 2. and is destroyed per section V.



The following terms further specify the manner in which the PTSC agrees to share data with the Sandy Hook Promise Foundation, subject to FERPA regulations:

- I. PARTIES. The PTSC is a state educational authority authorized to receive information from local educational agencies (“LEAs”) subject to FERPA, as authorized by 34 CFR Section 99.31. Researcher desires to conduct studies on tip data for the purpose of improving *Say Something* ARS tools and resources in Indiana public schools. The parties wish to share data collected by the PTSC regarding education in Indiana, some of which may allow the identification of individual students.
- II. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, the Sandy Hook Promise Foundation agrees to:
 1. In all respects comply with the provisions of FERPA. For purposes of this Agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and reauthorization when effective. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
 2. Use the data shared under this Agreement for no purpose other than research and analysis authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations which allow disclosure of personally identifiable information from students’ education records in connection with PTSC’s conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction. The Sandy Hook Promise Foundation further agrees not to share data received under this MOA with any entity other than contracted research partner University of Michigan without the PTSC approval. The Sandy Hook Promise Foundation agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of the Sandy Hook Promise Foundation for purposes of completing authorized audits of the parties.
 3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. SHPF agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the Sandy Hook Promise Foundation’s work authorized under this Agreement.
 4. Maintain all data obtained pursuant to this Agreement in accordance with Indiana State Information Security Manual and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the Sandy Hook Promise Foundation to any other institution or entity or unauthorized individual or agent.
 5. Not to disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The Sandy Hook Promise Foundation may publish results of studies authorized by this Agreement.



6. Not to provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
 7. Destroy all data and provided verification in writing of the destruction of all copies of the data obtained under this Agreement to PTSC 12 months following the date of publication of the final report of this project. All data no longer needed shall be destroyed or returned to the PTSC in compliance with 34 CFR Section 99.35(b)(2). The Sandy Hook Promise Foundation agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- III. AUTHORIZED REPRESENTATIVE. The SHPF shall designate in writing (an) authorized representative(s) able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The Sandy Hook Promise Foundation designates *the* [Research Institution] as the authorized representative of the Department's data. PTSC or its agents may upon request review the records required to be kept under this section.
- IV. RELATED PARTIES. The Sandy Hook Promise Foundation represents that it is authorized to bind to the terms of this agreement, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way. Data may be stored on a server with additional data but may not be merged with any other data without prior written permission from PTSC . This Agreement takes effect only upon acceptance by authorized representatives of the Sandy Hook Promise Foundation, by which that institution agrees to abide by its terms and return or destroy all student data covered by this MOA 12 months following the date of publication of the final report of this project.
- V. TERMS. This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until June 30, 2027. The parties further understand that the PTSC or the Sandy Hook Promise Foundation may cancel this Agreement at any time, upon reasonable notice. The PTSC specifically reserves the right to cancel this Agreement should the PTSC in its sole discretion, determine that confidential student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the PTSC .
1. The Sandy Hook Promise Foundation understands that the Agreement does not convey ownership of data to the Sandy Hook Promise Foundation.
 2. PTSC agrees to make a good faith effort to provide the most accurate and complete data possible at the time of the request. This does not imply that PTSC guarantees the accuracy, completeness, or currency of the data that will be provided as a result of this Agreement.
 3. PTSC data shall not be removed from the United States. Remote access to PTSC data from outside the continental United States is prohibited, including access by employees, contractors, subcontractors, or agents of any kind. PTSC data is defined as any data provided by PTSC , any data provided by a third party at the direction of PTSC , any data to which access is provided by PTSC and/or the results of PTSC source data combined with any other data.



4. Sandy Hook Promise Foundation will provide PTSC with an electronic copy of the final versions of all reports and other documents associated with the analysis of tip data PTSC , as the owner of the data, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. The Sandy Hook Promise Foundation, or its agents working on this project, retain the right to publish findings in other publications, provided that prior notice of report is first shared with PTSC .
5. Sandy Hook Promise Foundation has the right, consistent with scientific standards, to publish, present or use the study results gained in the course of the research under this Agreement. In order to protect the confidentiality of previously identified confidential information disclosed to SHPF the authorized representative agrees to provide to PTSC any proposed publications or presentations which are to make public any findings, data, or results of the research under this Agreement for the Department's review at least thirty (30) days prior to submission of a manuscript or abstract for publication or the date of the presentation. The Sandy Hook Promise Foundation agrees to delete any of PTSC 's previously identified confidential information therefrom.

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - CONFLICT OF INTEREST
Code	po1130
Status	
Adopted	June 21, 2001
Last Revised	August 10, 2017

Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

1130 - CONFLICT OF INTEREST

- A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School Corporation employees, officers, and agents is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the Corporation.

To accomplish this, the School Board has adopted the following guidelines which apply to all Corporation employees, officers, ~~and agents, including Trustees,~~ and Board members to assure that conflicts of interest do not occur. These guidelines are not intended to be all-inclusive; nor are they intended to substitute for good judgment on the part of all Corporation employees, officers, agents, and Board members.

An employee, officer, ~~or agent,~~ or Board member of the Corporation making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of I.C. 35-44.1-1- 4.

1. No employee, officer, ~~(that is, any member of the Board), or agent,~~ or Board member shall engage in or have a financial or other interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with ~~his/her~~ the individual's Corporation responsibilities.
2. Employees, officers, ~~(that is, any member of the Board), and agents,~~ and Board members shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the Corporation.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or professional relationship with the Corporation through ~~his/her access to Corporation records~~ their access to Corporation records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner; if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer, ~~(that is, any member of the Board), or agent,~~ or Board member, or any business or professional practitioner with whom any employee, officer, ~~(that is, any member of the Board), or~~

agent, or Board member has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees, officers, ~~(that is, any member of the Board)~~, and agents, and Board members shall not make use of materials, equipment, or facilities of the Corporation in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
 4. ~~Employees, officers (that is, any member of the Board), and agents shall not solicit gifts, travel packages, and other incentives from prospective contractors.~~ Employees, officers, agents, and Board members of the Corporation may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.
 5. ~~Employees, officers (that is, any member of the Board), and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee, officer (that is, any member of the Board), or agent has a pecuniary interest or from which the dependent derives a profit. "Dependent" includes the employee's spouse; unemancipated child, stepchild or adopted child under the age of eighteen (18); or individual for whom the employee, officer (that is, any member of the Board), or agent provides more than one-half (1/2) of the individual's support during a year. A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee, officer (that is, any member of the Board), or agent or the employee's, officer's (that is, any member of the Board), or agent's dependent who is under the direct or indirect administrative control of the employee, officer, or agent or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee, officer (that is, any member of the Board), or agent. No employee, officer, agent, or Board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or Board member, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.~~
 6. This includes contracts between the Corporation and an entity in which the individual has a pecuniary interest, as defined in I.C. 35-44.1-4(a)(3), or from which the individual derives a profit, or in which a dependent, as defined in I.C. 35-44.1-4(a)(1), of the individual has a pecuniary interest or derives a profit.
- B. No conflict of interest will be deemed to be present if the ~~Corporation employee's, officer's (that is, any member of the Board), or agent's~~ individual's interest in the contract or purchase and all other contracts and purchases made by the Corporation during the twelve (12) months before the date of the contract or purchase was less than \$250 or less.
- C. Should exceptions to this policy be necessary in order to provide mandatory services through a private relationship to students or clients of the Corporation, all such exceptions will be made known to the ~~employee's~~ individual's supervisor, or to the School Board if there is no supervisor, and will be disclosed to the Superintendent before entering into any private relationship.
- D. To the extent that the Corporation has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the Corporation may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the Corporation is unable, or appears to be unable, to be impartial.
- E. Employees, officers, ~~and~~ agents, and Board members must disclose any potential conflict of interest ~~which~~ that may lead to a violation of this policy to the Corporation. Upon discovery or notification of any potential conflict of interest, the Corporation will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

~~The Corporation also will disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.~~ The Corporation will promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity. The Corporation is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200.

F. Employees, officers, ~~and~~ agents, and Board members found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, as permitted by applicable Board policy.

I.C. 20-26-3-4

I.C. 20-26-5-4

I.C. 35-44.1-1-1, 35-44.1-1-2, 35-44.1-1-4, 35-44.1-1-5

2 C.F.R. Part IV

2 C.F.R. 200.112, 200.113, 200.318

7 C.F.R. 3016.36(b)(3) and 3019.42

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I.C. 20-26-3-4

I.C. 20-26-5-4

I.C. 35-44.1-1-1, 35-44.1-1-2, 35-44.1-1-4, 35-44.1-1-5

2 C.F.R. Part IV

2 C.F.R. 200.112, 200.113, 200.318

7 C.F.R. 3016.36(b)(3) and 3019.42

Book	Policy Manual
Section	For Board Review
Title	Revision of EMPLOYMENT OF THE SUPERINTENDENT
Code	po1220
Status	
Adopted	June 21, 2001
Last Revised	July 14, 2022

1220 - **EMPLOYMENT OF THE SUPERINTENDENT**

The School Board vests the primary responsibility for administration of the School Corporation in the Superintendent of Schools. The appointment of the Superintendent is, therefore, one of the most important functions the Board can perform.

Whenever the position of Superintendent of Schools becomes vacant, the Board shall ~~will~~ appoint a Superintendent and fix their~~his/her~~ salary and term of employment, which shall ~~will~~ be for a term of at least one (1) year and not more than three (3) years. However, a contract may be extended for not more than an additional five (5) years beyond the term of the original contract.

~~Beginning with July 1, 2021, and thereafter, the~~ The Board shall ~~will~~ not enter into a contract with a Superintendent on or after the date of the election of one or more members of the governing body until January 1 of the year immediately following the year of the election. This policy provision does not apply if the membership of the governing body does not change by more than one member as a result of the particular election (I.C. 20-28-8-6).

If the contract contains a provision that establishes an amount the Board must pay to the Superintendent to buy out the contract, the amount may not be more than an amount equal to the lesser of:

- A. the Superintendent's salary for any one (1) year under the contract; or
- B. \$250,000.

A Superintendent's salary under clause (A) does not include benefits or any other forms of compensation that the Superintendent receives as payment under the contract other than the Superintendent's salary.

The contract between the Board and the Superintendent shall ~~may~~ not provide for the awarding of a monetary bonus or other incentive that is based on the approval of a public question under I.C. 6-1.1-20 or I.C. 20-46 (referendum).

The Board shall ~~will~~ actively seek the best qualified and most capable candidate for the position of Superintendent. Recruitment procedures will be prepared in advance of the search and will include:

- A. preparation of a written job specification for the position of Superintendent;
- B. preparation of written specifications of qualification in addition to proper State certification;
- C. preparation of informative material describing this Corporation and its educational goals;
- D. where feasible, the opportunity for applicants to visit the schools of this Corporation;
- E. the requirement that each selected candidate for the position be interviewed by Board members in a format that encourages him/her to express his/her educational philosophy;
- F. solicitation of applications from a wide geographical area;
- G. consideration of all applicants fairly without discrimination on the basis of race, gender, age, religion, ethnic background, disability, or other condition unrelated to the position of Superintendent.

No person may be employed as Superintendent of this Corporation unless they have ~~s/he has~~ signed an employment contract with the Board.

At least seven (7) days before a contract for employment is entered into between the Board and the Superintendent, the Board shall hold a public meeting on the proposed contract to hear objections to and support for and discuss, the proposed contract.

The Board Secretary shall submit notice of the meeting on the proposed contract for publication in a newspaper serving the Corporation in compliance with I.C. 5-3-1 and for posting on the newspaper's Internet website in compliance with I.C. 5-3-1-1.5 at least once no less than ten (10) days before the date of the meeting. The Board Secretary also shall direct that the published notice be posted on the Corporation's Internet website.

The notice shall:

- A. state that on a given day, time, and place, the Board will meet to discuss and hear objections to and support for the proposed contract; and
- B. set forth the details of the proposed contract, including the actual monetary value of the contract, benefits, and any additional forms of compensation for each year of the contract.

The name of the candidate for the position of Superintendent shall not be included in the notices or discussion of the proposed contract.

Such contract shall ~~will~~ be in the basic form of the regular teacher's contract if the Superintendent holds a license under I.C. 20-28-5 and ~~will~~ include:

- A. the term for which employment is contracted, including beginning and ending dates;
- B. the salary which the Superintendent will be paid and the intervals at which they ~~s/he~~ will be paid;
- C. the benefits to which they are ~~s/he is~~ entitled;
- D. such other matters as may be necessary to a full and complete understanding of the employment contract.

See also Policy 8311 - Public Access to Employee Contracts for further posting requirements following the approval of an employment contract with the Superintendent.

Anti-Nepotism:

"Relatives" include: children, stepchildren, siblings, half-siblings, step-siblings, spouse, domestic partner, parents, stepparents, in-laws, or bona fide dependents of a Board member or the Superintendent.

Relatives of Board members may be employed by the Corporation, provided the member of the Board involved does not participate in any way in the discussion or vote on the relative's employment. Should the Corporation choose to employ a relative as herein defined, both the relative and the Board member must file a conflict of interest statement.

Relatives of the Superintendent may be employed by the Corporation, provided the staff member being employed is not placed in a position in which the relative staff member would be supervised directly by the Superintendent.

The Superintendent so appointed shall ~~will~~ devote themselves ~~himself/herself~~ to the duties of their ~~his/her~~ office.

Any candidate's intentional misstatement of fact material to their ~~his/her~~ qualification for employment or the determination of their ~~his/her~~ salary shall ~~will~~ be considered by this Board to constitute grounds for their ~~his/her~~ dismissal.

The contract may be altered or rescinded for a new one at any time by mutual consent of the governing body and the superintendent. The consent of both parties must be in writing and must be expressed in a manner consistent with I.C. 20-28-8-6 and 7. If the Superintendent holds a license under I.C. 20-28-5, the rights of a Superintendent as a teacher under any other law are not affected by the contract unless those rights conflict with the terms of I.C. 20-28-8-6(b), in which case the provisions of I.C. 20-28-8-6(b) govern.

Revised 1/16/03
Revised 2/15/07
Revised 3/18/18
Revised 3/11/21

Legal

I.C. 5-14-1.5-6.1(b)(5) and (9)

I.C. 20-28-8-6

I.C. 20-28-8-7

Book	Policy Manual
Section	For Board Review
Title	*REVISION* RESPONSIBILITIES OF THE SUPERINTENDENT
Code	po1230
Status	
Adopted	June 21, 2001

1230 - **RESPONSIBILITIES OF THE SUPERINTENDENT**

The Superintendent of Schools shall strive to achieve Corporation goals by providing educational direction and supervision to the professional staff and supervision to the support staff and by acting as a proper model for staff and students both in and outside the Corporation.

Duties and Responsibilities

The Superintendent shall be directly responsible to the School Board for the performance of the following assigned duties and responsibilities:

- A. promptly and fully inform the Board of any matter or related matters involving legal expenses reasonably expected to exceed \$5000 (I.C. 20-26-5-44)
- B. form all Board members within five (5) business days, if the Superintendent:
 - 1. becomes aware of possible criminal activity involving a current or former Corporation employee or contract that:
 - a. may have occurred on school property or at a school approved activity or event not on school property; and
 - b. may have involved a current or former student who was a student at the time of the possible criminal activity; or
 - 2. concludes an investigation of a personnel matter that results in or could result in the suspension or termination of a Corporation employee (I.C. 20-26-5-42.3)
- C. keep the Board informed of school operations ~~operation~~ by preparing monthly Board agendas, providing oral and written communication, scheduling management team committee meetings, and requesting special Board meetings that become necessary to keep the Board properly informed
- D. ensure that all aspects of Corporation operation comply with State laws and rules/regulations as well as Board contracts and policies
- E. establish and maintain a written educational plan required by law and consistent with the educational goals adopted by the Board
- F. ensure proper implementation of the current Corporation-wide instructional plan as it applies to each building
- G. strive to increase the efficient use of Corporation resources in the daily operations of the schools
- H. enforce the school attendance laws
- I. assign staff to achieve the maximum benefit toward the attainment of educational goals
- J. evaluate the progress of the professional and support staff toward the attainment of educational goals
- K. analyze the results of instructional program development as it applies to the Board's educational goals

- L. recommend changes in instructional or staffing patterns based on an analysis of staff and program progress
- M. work cooperatively with parents and community groups concerned with programs in the schools
- N. develop personal capabilities in personnel strategies and facility management
- O. work cooperatively with the Board and administrative staff
- P. strive toward the highest standards of personal conduct
- Q. perform such other duties as the Board may direct
- R. prepare and maintain appropriate job descriptions for all personnel

Book	Policy Manual
Section	For Board Review
Title	*REVISION* of WEAPONS
Code	po1617
Status	
Adopted	April 9, 2015

1617 - **WEAPONS**

~~The~~ Except for a person who legally may possess a firearm and has been authorized by the School Board to carry a firearm in or on School Corporation property, the Board prohibits administrators from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the Corporation for the purpose of school activities approved and authorized by the Corporation including, but not limited to, property leased, owned, or contracted for by the Corporation, a school-sponsored event, or in a Corporation vehicle; provided, however, that an administrator is not prohibited from possessing a firearm or ammunition that is locked in the trunk of the administrator's vehicle, kept in the glove compartment of the administrator's locked vehicle, or stored out of plain sight in the administrator's locked vehicle.

Generally, the possession of a firearm in or on school property, in or on property that is being used by a school for a school function, or on a school bus is a felony (I.C. 35-47-9-2) and is prohibited by Board policy. However, State law permits a person who ~~may~~ legally may possess a firearm to maintain that firearm if it is locked in the person's trunk, kept in the glove compartment of the person's locked vehicle, or stored out of plain sight in the person's locked vehicle. This exception does not apply to students unless it is a high school student who is a member of a shooting sports team and the principal has approved the student keeping a firearm concealed in the student's motor vehicle on days the student is competing or practicing as a member of a shooting sports team. This exception also does not apply to former students if the person is no longer enrolled in school due to a disciplinary action within the previous twenty-four (24) months.

The term "weapon" means any object which, in the manner in which it is used, intended to be used, or represented, is capable of inflicting serious bodily harm or property damage, or ~~as well as~~ endangering the health or safety of persons. Weapons include, but are not limited to, firearms, tasers, handguns, stun guns, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, chemical weapons, metallic knuckles, martial arts weapons, ammunition, and destructive devices (such as bombs, incendiary devices, grenades, Molotov cocktails, rockets with a propellant charge of more than four (4) ounces, etc.). A "knife" is defined as "an instrument that: 1) consists of a sharp edged or sharp pointed blade capable of inflicting cutting, stabbing, or tearing wounds; and 2) is intended to be used as a weapon." I.C. 35-47-5-2.5(a)

The Superintendent will report an administrator who violates this policy to law enforcement officials. The administrator also will be subject to disciplinary action, up to and including termination, for violation of this policy.

This prohibition does not apply to weapons under the control of law enforcement personnel, as well as a School Resource Officer or other school security personnel who is not a law enforcement officer, but ~~who~~ may legally may possess a firearm.

Exceptions to this policy include:

- A. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (Working firearms and ammunition shall never be approved.)
- B. theatrical props used in appropriate settings;
- C. starter pistols used in appropriate school related sporting events.

Staff members must report knowledge of weapon's possession ~~dangerous weapons~~ and/or threats of violence by students, staff members, or visitors to the principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

Legal

I.C. 20-33-9-1 et seq.

I.C. 34-28-7-2

I.C. 35-47-5-2.5

I.C. 35-47-9

Book	Policy Manual
Section	For Board Review
Title	Rescinded Policy - Volume 36, No. 2 - September 2024 - CLASS SIZE
Code	po2312
Status	

Rescinded Policy - Volume 36, No. 2 - September 2024

2312 - CLASS SIZE

~~The School Board requires that class sizes be determined with reference to instructional quality and economy of operation. ☐ and the terms of the negotiated agreement.~~

~~A desired range for the minimum number of students and an upper limit for that maximum number of students which teachers shall have in their regular classes shall be established by the ☐ Board. ☐ Superintendent. ☐ _____.~~
[END OF OPTION]

~~The Superintendent shall prepare guidelines for class size. Maximum limits shall take into account:~~

- ~~A. ☐ subject matter;~~
- ~~B. ☐ type of instruction;~~
- ~~C. ☐ ability of students;~~
- ~~D. ☐ help of aides;~~
- ~~E. ☐ use of special facilities and equipment;~~
- ~~F. ☐ participation in the Prime Time Program.~~

~~Teacher load shall be allowed to rise somewhat above the desired maximum in cases of a temporary enrollment bulge, but the student/teacher ratio shall not average more than~~

~~☐ 30/1.~~

~~☐ 29/1.~~

~~☐ 28/1.~~

~~☐ 27/1.~~

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Legal	511 IAC 6-2-1(b)(2) 511 IAC 1-8-1 et seq.
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Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - STUDENT ASSESSMENT
Code	po2623
Status	
Adopted	June 21, 2001
Last Revised	March 11, 2021

Revised Policy - Volume 36, No. 2 - September 2024

2623 - STUDENT ASSESSMENT

The School Board, in compliance with law and rules of the State Board of Education, shall implement the State Board-approved statewide achievement test to assess student achievement and needs in English/language arts, mathematics, social studies, science, and other designated subjects in order to determine the progress of students and to assist them in attaining School Corporation and ~~State~~ Indiana Department of Education (IDOE) goals.

Student test scores on statewide assessments may be utilized in making placement decisions; provided, however, a student's score on the state assessment may not be the primary factor or measure used to determine whether a student is eligible for a particular course or program.

Additionally, the Board shall administer any end of course exams as may be required by the State Board in grades 9 through 12.

The Board shall comply with the requirements of the State Board of Education in administering the Indiana Reading Evaluation and Determination (IREAD-3) Assessment to students enrolled in grade 2 and grade 3.

The parent of a student who has been retained in grade 3 pursuant to I.C. 20-32-8.5-2(a)(2)(A) because the student has not achieved a passing score on the IREAD-3 and who would not have been retained for other reasons may appeal the student's retention if the parent believes that one of the following exceptions applies:

- A. the student was subject to retention and has been retained in grade 3 for one (1) school year;
- B. the student has an intellectual disability or the student's individualized education program specifies that retention is not appropriate, and the student's case conference committee has determined that promotion to another grade is appropriate;
- C. the student is an English learner who has received services for fewer than two (2) years and a committee consisting of the parent, a building level administrator or designee, a classroom teacher of service, an English learner teacher of record (if one exists), and an English learner district administrator (if one exists) determines that promotion is appropriate based on the implementation of research based instructional practices outlined in the student's individual learning plan;
- D. the student received a score of proficient or above proficient in grade 3 math on the statewide summative assessment; or
- E. the student has received intensive intervention as determined by the IDOE in reading for two (2) or more years and was retained more than one (1) time throughout kindergarten, grade 1, or grade 2.

The parent must submit the appeal in writing, along with supporting documentation, to the Principal prior to the beginning of the school year in which the student is to be retained. Once received, the Principal will consider the documentation submitted by the parent and issue a determination, in writing, within five (5) business days from receipt of the appeal about whether the student meets one of the criteria in A-E above that excepts the student from retention, which will be provided to the parent via electronic mail (if authorized by the parent), U.S. First Class mail, or hand delivery.

This determination is final, and the Board will not hear appeals from this determination. **[end of option 1]**

The Superintendent shall develop and implement a plan which complies with guidelines established by the ~~Department of Education~~ IDOE.

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Legal

I.C. 20-32-2

I.C. 20-32-8

I.C. 20-32-8.5

511 IAC 5

511 IAC 6.2-3.1

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - CONFLICT OF INTEREST
Code	po3113
Status	
Adopted	April 14, 2016
Last Revised	April 12, 2018

Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

3113 - CONFLICT OF INTEREST

- A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School Corporation employees, officers (that is, all members of the School Board), and agents is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the Corporation.

To accomplish this, the School Board has adopted the following guidelines which apply to all Corporation employees, officers, ~~(that is, all members of the Board)~~, and agents, and Board members, to assure that conflicts of interest do not occur. These guidelines are not intended to be all-inclusive; nor are they intended to substitute for good judgment on the part of all Corporation employees, officers, agents, and Board members.

An employee, officer, ~~(that is, any member of the Board)~~, or agent, or Board member of the Corporation making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of I.C. 35-44.1-1-4.

1. No employee, officer ~~(that is, any member of the Board)~~, or agent, or Board member shall engage in or have a financial or other interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with ~~his/her~~ the individual's Corporation responsibilities.
2. Employees, officers ~~(that is, all members of the Board)~~, and agents, and Board members shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the Corporation.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or professional relationship with the Corporation through ~~his/her~~ their access to Corporation records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer ~~(that is, any member of the Board)~~, or agent, or Board member, or any business or professional practitioner with whom any employee, officer ~~(that is, any member of the Board)~~, or agent, or Board member has a financial relationship, as a condition of receiving any grades, credits,

Book	Policy Manual
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Title	Revised Policy - Volume 36, No. 2 - September 2024 - WEAPONS
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Last Revised	April 9, 2015

Revised Policy - Volume 36, No. 2 - September 2024

3217 - WEAPONS

Except for a person who legally may possess a firearm and has been authorized by the School Board to carry a firearm in or on School Corporation property, ~~The~~ the Board prohibits professional staff members from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the Corporation for the purpose of school activities approved and authorized by the Corporation including, but not limited to, property leased, owned, or contracted for by the Corporation, a school-sponsored event, or in a Corporation vehicle; provided, however, that a professional staff member is not prohibited from possessing a firearm or ammunition that is locked in the trunk of the professional staff member's vehicle, kept in the glove compartment of the professional staff member's locked vehicle, or stored out of plain sight in the professional staff member's locked vehicle.

Generally, the possession of a firearm in or on school property, in or on property that is being used by a school for a school function, or on a school bus is a felony (I.C. 35-47-9-2) and is prohibited by Board policy. However, State law permits a person who ~~may~~ legally may possess a firearm to maintain that firearm if it is locked in the person's trunk, kept in the glove compartment of the person's locked vehicle, or stored out of plain sight in the person's locked vehicle. This exception does not apply to students unless it is a high school student who is a member of a shooting sports team and the principal has approved the student keeping a firearm concealed in the student's motor vehicle on days the student is competing or practicing as a member of a shooting sports team. This exception also does not apply to former students if the person is no longer enrolled in school due to a disciplinary action within the previous twenty-four (24) months.

The term "weapon" means any object which, in the manner in which it is used, intended to be used, or represented, is capable of inflicting serious bodily harm or property ~~damage, as well as damage~~ or endangering the health or safety of persons. Weapons include, but are not limited to, firearms, tasers, handguns, stun guns, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, chemical weapons, metallic knuckles, martial arts weapons, ammunition, and destructive devices (such as bombs, incendiary devices, ~~grenade~~grenades, Molotov-cocktail cocktails, ~~rocket~~rockets with a propellant charge of more than four (4) ounces, etc.). A "knife" is defined as "an instrument that: 1) consists of a sharp ~~edge~~edged or sharp pointed blade capable of inflicting cutting, stabbing, or tearing wounds; and 2) is intended to be used as a weapon." (I.C. 35-47-5-2.5(a))

The Superintendent will report an employee who violates this policy to law enforcement officials. The staff member also will be subject to disciplinary action, up to and including termination, for violation of this policy.

This prohibition does not apply to weapons under the control of law enforcement personnel, as well as a School Resource Officer or other school security personnel who is not a law enforcement officer, but who ~~may~~ legally may possess a firearm.

Exceptions to this policy include:

- A. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (~~Working-working~~ firearms and ammunition shall never be approved-);
- B. theatrical props used in appropriate settings;
- C. starter pistols used in appropriate school-related sporting events.

Staff members must report knowledge of ~~dangerous weapons~~ weapon's possession and/or threats of violence by students, staff members, or visitors to the principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

I.C. 10-21-3

I.C. 20-33-9-1 et seq.

I.C. 34-28-7-2

I.C. 35-47-5-2.5

I.C. 35-47-9

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I.C. 10-21-3

I.C. 20-33-9-1 et seq.

I.C. 34-28-7-2

I.C. 35-47-5-2.5

I.C. 35-47-9

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - CONFLICT OF INTEREST
Code	po4113
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Adopted	April 14, 2016
Last Revised	August 10, 2017

Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

4113 - CONFLICT OF INTEREST

- A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School Corporation employees, officers (that is, all members of the School Board), and agents is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the Corporation.

To accomplish this, the School Board has adopted the following guidelines which apply to all Corporation employees, officers, ~~(that is, all members of the Board)~~, and agents, and Board members, to assure that conflicts of interest do not occur. These guidelines are not intended to be all-inclusive; nor are they intended to substitute for good judgment on the part of all Corporation employees, officers, agents, and Board members.

An employee, officer, ~~(that is, any member of the Board)~~, or agent, or Board member of the Corporation making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of I.C. 35-44.1-1-4.

1. No employee, officer ~~(that is, any member of the Board)~~, or agent, or Board member shall engage in or have a financial or other interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with ~~his/her~~ the individual's Corporation responsibilities.
2. Employees, officers ~~(that is, all members of the Board)~~, and agents, or Board members shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the Corporation.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or professional relationship with the Corporation through ~~his/her~~ their access to Corporation records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer ~~(that is, any member of the Board)~~, or agent, or Board member, or any business or professional practitioner with whom any employee, officer ~~(that is, any member of the Board)~~, or agent, or Board member has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees, officers ~~(that is, all members of the Board)~~, and agents, and Board members shall not make use of materials, equipment, or facilities of the Corporation in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
4. ~~Employees, officers (that is, all members of the Board), and agents shall not solicit gifts, travel packages, and other incentives from prospective contractors.~~ Employees, officers, agents, and Board members of the Corporation may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.
5. ~~Employees, officers (that is, all members of the Board), and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee, officer (that is, any member of the Board), or agent has a pecuniary interest or from which the dependent derives a profit. "Dependent" includes the employee's spouse; unemancipated child, stepchild or adopted child under the age of eighteen (18); or individual for whom the employee, officer (that is, any member of the Board), or agent provides more than one half (1/2) of the individual's support during a year. A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee, officer (that is, any member of the Board), or agent or the employee's, officer's (that is, any member of the Board), or agent's dependent who is under the direct or indirect administrative control of the employee, officer (that is, any member of the Board), or agent or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee, officer (that is, any member of the Board), or agent. No employee, officer, agent, or Board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or Board member, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.~~

This includes contracts between the Corporation and an entity in which the individual has a pecuniary interest, as defined in I.C. 35-44.1-4(a)(3), or from which the individual derives a profit, or in which a dependent, as defined in I.C. 35-44.1-4(a)(1), of the individual has a pecuniary interest or derives a profit.

- B. No conflict of interest will be deemed to be present if the ~~Corporation employee's, officer's (that is, any member of the Board), or agent's~~ individual's interest in the contract or purchase and all other contracts and purchases made by the Corporation during the twelve (12) months before the date of the contract or purchase was less than \$250 ~~or less~~.
- C. Should exceptions to this policy be necessary in order to provide mandatory services through a private relationship to students or clients of the Corporation, all such exceptions will be made known to the ~~employee's~~ individual's supervisor, or to the School Board if there is no supervisor, and will be disclosed to the Superintendent **before** entering into any private relationship.
- D. To the extent that the Corporation has a parent, ~~affiliate~~ affiliate, or subsidiary organization that is not a State, local ~~government~~ government, or Indian tribe, the Corporation may not conduct a procurement action involving the parent, ~~affiliate~~ affiliate, or subsidiary organization if the Corporation is unable, or appears to be unable, to be impartial.
- E. Employees, ~~officers and agents~~ officers, agents, and Board members must disclose any potential conflict of interest ~~which~~ that may lead to a violation of this policy to the Corporation. Upon discovery or notification of any potential conflict of interest, the Corporation will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

~~The Corporation also will disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.~~ The Corporation will promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity. The Corporation is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200.

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - WEAPONS
Code	po4217
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Adopted	June 21, 2001
Last Revised	April 9, 2015

Revised Policy - Volume 36, No. 2 - September 2024

4217 - WEAPONS

~~The~~ Except for a person who legally may possess a firearm and has been authorized by the School Board to carry a firearm in or on School Corporation property, the Board prohibits support staff members from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the Corporation for the purpose of school activities approved and authorized by the Corporation including, but not limited to, property leased, owned, or contracted for by the Corporation, a school-sponsored event, or in a Corporation vehicle; provided, however, that a support staff member is not prohibited from possessing a firearm or ammunition that is locked in the trunk of the support staff member's vehicle, kept in the glove compartment of the support staff member's locked vehicle, or stored out of plain sight in the support staff member's locked vehicle.

Generally, the possession of a firearm in or on school property, in or on property that is being used by a school for a school function, or on a school bus is a felony (I.C. 35-47-9-2) and is prohibited by Board policy. However, State law permits a person who ~~may~~ legally may possess a firearm to maintain that firearm if it is locked in the person's trunk, kept in the glove compartment of the person's locked vehicle, or stored out of plain sight in the person's locked vehicle. This exception does not apply to students unless it is a high school student who is a member of a shooting sports team and the principal has approved the student keeping a firearm concealed in the student's motor vehicle on days the student is competing or practicing as a member of a shooting sports team. This exception also does not apply to former students if the person is no longer enrolled in school due to a disciplinary action within the previous twenty-four (24) months.

The term "weapon" means any object which, in the manner in which it is used, intended to be used, or represented, is capable of inflicting serious bodily harm or property damage, ~~as well as~~ or endangering the health or safety of persons. Weapons include, but are not limited to, firearms, tasers, handguns, stun guns, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, chemical weapons, metallic knuckles, martial arts weapons, ammunition, and destructive devices (such as bombs, incendiary devices, ~~grenade~~grenades, Molotov ~~cocktail~~cocktails, ~~rocket~~rockets with a propellant charge of more than four (4) ounces, etc.). A "knife" is defined as "an instrument that: 1) consists of a sharp ~~edge~~edged or sharp pointed blade capable of inflicting cutting, stabbing, or tearing wounds; and 2) is intended to be used as a weapon." (I.C. 35-47-5-2.5(a))

The Superintendent will report an employee who violates this policy to law enforcement officials. The staff member also will be subject to disciplinary action, up to and including termination for violation of this policy.

This prohibition does not apply to weapons under the control of law enforcement personnel, as well as a School Resource Officer or other school security personnel who is not a law enforcement officer, but who ~~may~~ legally may possess a firearm.

Exceptions to this policy include:

- A. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; ~~(Working (working firearms and ammunition shall never be approved-);~~
- B. theatrical props used in appropriate settings;
- C. starter pistols used in appropriate school-related sporting events.

Staff members must report knowledge of ~~dangerous weapons~~ weapon's possession and/or threats of violence by students, staff members, or visitors to the principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

I.C. 10-21-3

I.C. 20-33-9-1 et seq.

I.C. 34-28-7-2

I.C. 35-47-5-2.5

I.C. 35-47-9

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I.C. 20-33-9-1 et seq.

I.C. 34-28-7-2

I.C. 35-47-5-2.5

I.C. 35-47-9

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - PROMOTION, PLACEMENT, AND RETENTION
Code	po5410
Status	
Adopted	June 21, 2001
Last Revised	August 19, 2021

Revised Policy - Volume 36, No. 2 - September 2024

5410 - PROMOTION, PLACEMENT, AND RETENTION

The School Board recognizes that the personal, social, physical, and educational growth of children will vary and that they should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

It shall be the policy of the Board that each student be moved forward in a continuous pattern of achievement and growth that is in harmony with ~~his/her~~ their own development.

Such pattern should coincide with the system of grade levels established by this Board and the instructional objectives established for each.

A student will be promoted to the succeeding grade level when ~~s/he has~~ they have:

- A. completed the course requirements at the presently assigned grade;
- B. in the opinion of the professional staff, achieved the instructional objectives set for the present grade;
- C. demonstrated sufficient proficiency to permit ~~him/her~~ them to move ahead in the educational program of the next grade;
- D. demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade.

Any decision regarding retention of a student who is eligible for special education and related services shall be made in accordance with the student's individualized education program (IEP) ~~or service plan~~ and in compliance with the statewide assessment program's policies and Federal law.

A student who is eligible for special education and related services shall be promoted or retained based on the recommendation of the case conference committee and the student's IEP.

Following sound principles of child guidance, the Board discourages the skipping of grades.

It is the policy of the Board that a student shall not be retained or held back in a grade level for the sole purpose of improving the student's ability to participate in extra-curricular athletic programs.

The Board will comply with the requirements of the Indiana Department of Education regarding the consequences for students in grade three who fail to pass the Indiana Reading Evaluation and Determination Assessment (IREAD-3). Accordingly, a student who does not pass the IREAD-3 assessment either during the assessment period in the school year or during the summer assessment window, and is not eligible for a "good cause exemption" outlined below, shall be considered for retention in third-grade based on the student's overall academic performance in all subject areas.

The school shall make one (1) of the following determinations:

- A. Retention is necessary based on the overall academic performance of the student in all subject areas. The student should be reported to the State as a third-grader in the subsequent school year, and the student should receive third-grade instruction in all subject areas.
- B. Retention is not necessarily based on the overall academic performance of the student in all subject areas. The student should move on to fourth-grade instruction in all subject areas. However, the student will continue to receive third-grade reading instruction during the subsequent school year and must retake the IREAD-3 assessment until the student passes the assessment or qualifies for a "good cause exemption".

Good cause exemptions that may be considered are:

- A. ~~a the student who was subject to retention and previously has been previously retained two times prior to the fourth in grade 3 for one (1) school year;~~
- B. ~~a the student with disabilities whose~~ has an intellectual disability or the student's IEP specifies that retention is not appropriate, and the student's case conference committee has determined that promotion to another grade is appropriate;
- C. an English learner student who has received services for fewer than two (2) years and whose Individual Learning Plan (ILP) Committee including the parent, a building level administrator or designee, a classroom teacher of service, an English learner teacher of record (if one exists), and an English learner corporation administrator (if one exists) has determined that promotion is appropriate based on the implementation of research-based instructional practices outlined in the student's ILP;
- D. the student received a score of proficient or above proficient in grade 3 math on the statewide summative assessment;
- E. the student has received intensive intervention as determined by the Indiana Department of Education in reading for two (2) or more years and was retained more than one (1) time throughout kindergarten, grade 1, or grade 2.

A parent whose child has been retained in grade 3 under the reading deficiency remediation plan and would not be subject to retention for other reasons may appeal the student's retention if the parent believes that the student meets one of the above exemptions. The Superintendent shall develop administrative guidelines that include the procedure for appeal.

The Superintendent also shall develop administrative guidelines for promotion, placement, and retention of students which:

- A. require the recommendation of the professional staff for any promotion, placement, or retention;
- B. require that parents are informed in advance of the possibility of retention of a student at a grade level;
- C. assure that reasonable efforts be made to remediate the student's difficulties before ~~s/he is~~ they are retained;
- D. assign to the principal the final responsibility for determining the promotion, placement, or retention of each student.

Cross Reference
po2623 - STUDENT ASSESSMENT

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Legal	I.C. 20-32-8.5
	511 IAC 6.1-5-10 - Retaining student for athletic purposes prohibited
	511 IAC 6.2-3.1-3
	IDOE Memorandum April 7, 2017: IREAD-3 Guidance for 2017-18 School Year

Cross References po2623 - STUDENT ASSESSMENT

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - WEAPONS
Code	po5772
Status	
Adopted	June 21, 2001
Last Revised	April 9, 2015

Revised Policy - Volume 36, No. 2 - September 2024

5772 - WEAPONS

~~The~~ Except for a person who legally may possess a firearm and has been authorized by the School Board to carry a firearm in or on School Corporation property, the Board prohibits students from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the Corporation for the purpose of school activities approved and authorized by the Corporation including, but not limited to, property leased, owned, or contracted for by the Corporation, a school-sponsored event, or in a Corporation vehicle.

Generally, the possession of a firearm in or on school property, in or on property that is being used by a school for a school function, or on a school bus is a felony (I.C. 35-47-9-2) and is prohibited by Board policy. However, State law permits a person who ~~may~~ legally may possess a firearm to maintain that firearm if it is locked in the person's trunk, kept in the glove compartment of the person's locked vehicle, or stored out of plain sight in the person's locked vehicle. This exception does not apply to students unless it is a high school student who is a member of a shooting sports team and the principal has approved the student keeping a firearm concealed in the student's motor vehicle on days the student is competing or practicing as a member of a shooting sports team. This exception also does not apply to former students if the person is no longer enrolled in school due to a disciplinary action within the previous twenty-four (24) months.

The term "weapon" means any object which, in the manner in which it is used, intended to be used, or represented, is capable of inflicting serious bodily harm or property damage, ~~as well as~~ or endangering the health or safety of persons. Weapons include, but are not limited to, firearms, tasers, handguns, stun guns, guns of any type whatsoever, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, chemical weapons, metallic knuckles, martial arts weapons, ammunition, and destructive devices (such as bombs, incendiary devices, ~~grenade~~grenades, Molotov ~~cocktail~~cocktails, ~~rocket~~rockets with a propellant charge of more than four (4) ounces, etc.). A "knife" is defined as "an instrument that: 1) consists of a sharp ~~edge~~-edged or ~~sharp pointed~~sharp pointed blade capable of inflicting cutting, stabbing, or tearing wounds; and 2) is intended to be used as a weapon." (I.C. 35-47-5-2.5(a))

This policy ~~will also encompass such actions as~~ prohibits possession of look-alike items that could be mistaken for weapons, false fire alarms, false bomb threats, ~~or~~ intentional calls to falsely report a dangerous condition, and similar conduct.

The Superintendent is authorized to establish administrative guidelines on weapons which require students to ~~immediately~~ report knowledge of weapons and threats of violence by students and staff ~~immediately~~ to the building principal. Failure to report such knowledge may subject the student to immediate suspension and potential expulsion from school.

The Superintendent ~~will~~ shall report any student who violates this policy to the student's parents or guardians and to the law enforcement agency having jurisdiction over the property where the offense occurs. The student also may be subject to disciplinary action, up to and including expulsion.

Exceptions to this policy include:

- A. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner ~~approved~~approved (Working-working firearms and ammunition shall never be approved-);

- B. theatrical props used in appropriate settings;
- C. starter pistols used in appropriate school-related sporting events;
- D. weapons possessed and/or used by students enrolled in the Corporation's Junior ROTC Program while under the direct supervision of District staff members.

I.C. 10-21-3
I.C. 20-33-8-16
I.C. 20-33-9-1 et seq.
I.C. 35-47-5-2.5
I.C. 35-47-9
20 U.S.C. 7151

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Legal	I.C. 10-21-3
	I.C. 20-33-8-16
	I.C. 20-33-9-1 et seq.
	I.C. 35-47-5-2.5
	I.C. 35-47-9
	20 U.S.C. 7151

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - GRANT FUNDS
Code	po6110
Status	
Adopted	June 21, 2001
Last Revised	July 14, 2022

Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

6110 - GRANT FUNDS

It is the objective of the School Board to provide equal educational opportunities for all School Corporation students. Government agencies, as well as foundations, businesses, and individuals, periodically offer both human and material resources to the Corporation that benefit students and the educational program. Therefore, it is the intent of the Board to consider grant proposals and applications for their potential to enhance the educational opportunities, the educational environment, and the physical and mental growth for each student.

The Superintendent shall review new Federal education legislation and prepare proposals for programs ~~or~~ ^{the} Superintendent deems would be of aid to the students of this Corporation. The Superintendent shall approve each such proposal prior to its submission, and the Board shall approve all grants resulting from such proposals.

The Board regards available Federal funds of aid to local school corporations and communities as a public trust. It forbids the use of Federal monies for partisan political activities and for any use that would not be in accordance with Federal regulations and guidelines.

No Federal funds received by the Corporation shall be used ~~to~~:

- A. for construction, renovation, or repair of any school facility, except as authorized under the Federal award;
- B. for transportation, unless otherwise authorized under the Federal award;
- C. to develop or distribute materials or operate programs or courses of instruction directed at youth that are designed to promote or encourage sexual activity, whether homosexual or heterosexual;
- D. to distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds or at school-sponsored activities;
- E. to provide sex education or HIV-prevention education in schools unless that instruction is age-appropriate and includes the health benefits of abstinence; ~~or~~
- F. to operate a program of contraceptive distribution in schools; or
- G. for the provision of a dangerous weapon or training in the use of a dangerous weapon except with respect to programs authorized under the Federal award that provide students with educational instruction or educational enrichment activities.

The Superintendent shall review grant opportunities and authorize the development of proposals.

Grant Proposal Development

- A. All grant proposals must support at least one (1) Corporation goal or priority.

- B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

Grant Proposal Internal Review

- A. Each grant proposal shall be reviewed and approved by the Superintendent prior to submission to the funding source

Grant Administration

- A. The administration of grants will adhere to all applicable Federal, State, local, and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as Corporation policies and administrative guidelines.
- B. The Superintendent is responsible for the efficient and effective administration of grant awards through the application of sound management practices.
- C. The Superintendent is responsible for administering grant funds in a manner consistent with underlying agreements, applicable statutes, regulations, and objectives, and the terms and conditions of the grant award.
- D. The Corporation, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.
- E. All Federal funds received by the Corporation will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. The Superintendent shall require that each draw of Federal monies be aligned with the Corporation's payment process (whether reimbursement, cash advance, or a combination). If funds are permitted to be drawn in advance, all draws will be as close as administratively feasible to the related program expenditures and that, when restricted, such monies are used to supplement programs and funding and not to supplant or replace existing programming or current funding.

Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The Corporation shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.

- F. The Superintendent is authorized to sign related documents for grant administration, including documents required for submittal of grant proposals.
- G. Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.

Financial Management

~~The financial management of grant funds shall be in compliance with all applicable Federal, State, local, and grantor rules, regulations, and assurances as well as Corporation policies and administrative guidelines.~~ The financial management of grant funds shall be in compliance with all applicable Federal, State, local, and grantor statutes, rules, and regulations; the terms and conditions of the Federal award; and Corporation policies and administrative guidelines.

The Corporation shall provide for the following:

- A. ~~Identification, in Corporation accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency and name of the pass-through entity, as applicable.~~ of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number, year the Federal award was issued, and name of the Federal agency or pass-through entity.
- B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.

Maintaining records that sufficiently identify the amount, source, and expenditure of Federal funds for Federal awards. These records must contain information necessary to identify Federal awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.

- ~~C. Records that identify adequately the source and application of funds provided for Federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. Effective control and accountability for all funds, property, and assets. The Corporation must safeguard all assets and ensure they are used solely for authorized purposes.~~
- ~~D. Effective control over, and accountability for, all funds, property, and other assets. The Corporation must adequately safeguard all assets and assure that they are used solely for authorized purposes. Comparison of expenditures with budget amounts for each Federal award.~~
- E. Written procedures to implement the requirements of 2 C.F.R. 200.305 regarding payment.
- F. Written procedures for determining the allowability of costs in accordance with Federal regulations and the terms and conditions of the Federal award.

Further, the Corporation must:

1. establish, document, and maintain effective internal control over the Federal award that provides reasonable assurance that the Corporation is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;
 2. comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award;
 3. evaluate and monitor the Corporation's compliance with statutes, regulations, and the terms and conditions of the Federal award;
 4. take prompt action when instances of noncompliance are identified ~~including noncompliance identified in audit findings~~; and
 5. ~~take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.~~ take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal awarding agency or pass-through entity designates as sensitive or other information the Corporation considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.
- ~~G. Comparison of expenditures with budget amounts for each Federal award. Actual expenditures or outlays must be compared with budgeted amounts for each Federal award.~~
- H. Recordkeeping and written procedures to the extent required by Federal, State, local, and grantor rules and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:
1. cash management in accordance with 2 C.F.R. 200.305
 2. allowability of costs in accordance with subpart E and the terms and conditions of the Federal award
 3. conflict of interest
 4. procurement
 5. equipment management
 6. conducting technical evaluations of proposals and selecting recipients
 7. compensation and fringe benefits
 8. travel
- I. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass-through agency in accordance with applicable Federal policy.

- J. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the Corporation.

Audit Requirements

A single or program-specific audit (2 C.F.R. 200.514, 2 C.F.R. 200.507) is required for any year if the Corporation expends \$1,000,000 or more in Federal awards during the Corporation's fiscal year. When Federal awards expended are less than \$1,000,000 the Corporation may be exempt from Federal audit requirements (2 C.F.R. 200.501) for that year. However, in all instances, the Corporation's records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the Government Accountability Office (GAO).

The Corporation shall:

- A. arrange for the audit required in accordance with 2 C.F.R. 200.509 and make sure that the audit is properly performed and submitted in accordance with 2 C.F.R. 200.512;
- B. prepare financial statements including the schedule of expenditures of Federal awards in accordance with 2 C.F.R. 200.510;
- C. promptly follow up and take corrective action on audit findings, including preparing a summary schedule of prior audit findings and a corrective action plan (2 C.F.R. 200.511); and
- D. provide the auditor access to personnel, accounts, books, records, supporting documentation, and any other information needed for the auditor to perform the audit.

Certifications and Records Retention

Financial reports must include a certification, signed by an official who is authorized to legally bind the Corporation. The certification should state:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812."

Each certification must be maintained pursuant to the requirements of 2 C.F.R. 200.334. The Corporation shall retain all Federal award records for three (3) years from the date of submission of the final financial report or longer if required by the Board-adopted records retention schedule.

Program Income

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance.

It includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts and interest earned on any of them. Additionally, taxes, special assessments, levies, fines, and ~~other such~~ similar revenues raised by a recipient are not program income ~~unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Finally, proceeds~~ Proceeds from the sale of real property, equipment or supplies are not program income. Finally, license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under the Federal award subject to 57 C.F.R. Part 401 are not program income.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the Corporation uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will be used only for current costs unless the Corporation is otherwise directed by the Federal awarding agency or pass-through entity.

Mandatory Disclosures

The Corporation must promptly disclose whenever they have credible evidence of a violation of Federal criminal law potentially affecting the Federal award including any, but not limited to, fraud, embezzlement, bribery, gratuity violations, identity theft, or sexual assault and exploitation, or a violation of the civil False Claims Act (2 C.F.R. 200.113) regarding the obligation to report credible information related to conduct prohibited by the Trafficking Victims Protection Act, 22 U.S.C. 7104c.

Whistleblower Protections

An employee of the Corporation may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information to the appropriate agency or individual that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, See Policies 1411 - Required Reports and Protection of Whistleblowers, 3211 - Required Reports and Protection of Whistleblowers, 4211 - Required Reports and Protection of Whistleblowers, and 8900 - Anti-Fraud.

I.C. 20-26-5-4

Compliance Supplement for Single Audits of State and Local Governments

20 U.S.C. 7906

31 U.S.C. 3729-3733

Education Department General Administrative Regulations (EDGAR)

2 C.F.R. 200.113

~~34 C.F.R. 75.707, 76.563, 76.565, 76.707~~

2 C.F.R. 200.56, 200.71, 200.77, 200.80, 200.112, 200.302, 200.307

2 C.F.R. 200.309, 200.310, 200.313, 200.318-.320, 200.343(b)&(e)

2 C.F.R. 200.501-511

34 C.F.R. 75.707, 76.563, 76.565, 76.707

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I.C. 20-26-5-4

Compliance Supplement for Single Audits of State and Local Governments

20 U.S.C. 7906

31 U.S.C. 3729-3733

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2 C.F.R. 200.309, 200.310, 200.313, 200.318-.320, 200.343(b)&(e)

2 C.F.R. 200.501-511

34 C.F.R. 75.707, 76.563, 76.565, 76.707

Cross References

po1411 - REQUIRED REPORTS AND PROTECTION OF WHISTLEBLOWERS

po3211 - REQUIRED REPORTS AND PROTECTION OF WHISTLEBLOWERS

po4211 - REQUIRED REPORTS AND PROTECTION OF WHISTLEBLOWERS

po8900 - ANTI-FRAUD

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - INTERNAL CONTROL STANDARDS AND PROCEDURES
Code	po6111
Status	
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Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

6111 - INTERNAL CONTROL STANDARDS AND PROCEDURES

The Superintendent shall establish, document, and maintain effective internal control standards and procedures for all funds received by the School Corporation, including financial grants and awards from Federal or State sources, that provide reasonable assurance that the Corporation is managing the program and funds ~~are managed~~ in compliance with ~~applicable Federal and State~~ that U.S. Constitution, Federal, and State statutes, Federal and State regulations, and the terms and conditions of grants and awards made to the Corporation.

The Corporation shall have a process that provides reasonable assurance regarding the achievement of the following objectives:

- A. effectiveness and efficiency of operations;
- B. reliability of reporting for internal and external use; and
- C. compliance with applicable laws and regulations.

These internal controls should comply with the guidance in "Standards for Internal Control of the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The internal control standards and procedures must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal and State reports; maintain accountability ~~over~~ for all funds, property, and assets; and demonstrate compliance with Federal and State statutes, Federal and State regulations, and the terms and conditions of grants and awards.

The internal control standards and procedures also must provide reasonable assurance that these transactions are executed in compliance with Federal and State statutes, Federal and State regulations, and the terms and conditions of grants and awards that could have a direct and material effect on any grant or award, as well as any other Federal and State statutes and regulations that are identified in the Federal Compliance Supplements and/or directives of the State Board of Accounts (SBOA).

Additionally, the Corporation's internal control standards and procedures must provide reasonable assurance that all Federal and State funds, property, and other assets are safeguarded against loss, ~~from~~ damage, theft, fraud, unauthorized use, or unauthorized disposition.

Further, erroneous or irregular material variances, losses, shortages, or thefts of any amount of Corporation funds or property whose source is a Federal grant or award are considered material and therefore are to be reported immediately to the SBOA as required by Federal and State law.

Other than with respect to Corporation funds or property whose source is a Federal grant or award, any erroneous or irregular material variances, losses, shortages, or thefts of Corporation funds or property in excess of:

Other than with respect to Corporation funds or property whose source is a Federal grant or award, any erroneous or irregular variances, losses, shortages, or thefts of Corporation funds or property in excess of the following: with respect to cash funds \$500.00 in any fund; with respect to assets other than cash funds any asset valued in excess of \$500.00 are considered material and therefore are to be reported immediately to the SBOA as required by State law.

The Corporation shall:

- A. comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal grants and awards;
- B. comply with State statutes and regulations related to the management and control of all funds received by the Corporation;
- C. evaluate and monitor its compliance with the U.S. Constitution, statutes, regulations, and the terms and conditions of Federal grants and awards and State and local funds received;
- D. investigate all variances, losses, shortages, or thefts of Corporation funds or property, document the investigation and its results, and maintain a record of the investigation and its results;
- E. take prompt action when instances of noncompliance are identified ~~including noncompliance identified in audit findings;~~
- F. report all misappropriations of Corporation funds or property to the SBOA and the county prosecuting attorney whenever a Corporation employee has actual knowledge of or reasonable cause to believe that a misappropriation has occurred;
- G. provide, upon employment and periodically thereafter, training concerning the internal control standards and procedures established for the Corporation for any personnel whose official duties include receiving, processing, depositing, disbursing, or otherwise having access to funds that belong to the Federal government, State government, the Corporation, or other governmental entities; and
- H. take reasonable cybersecurity and other measures to safeguard protected ~~"personally identifiable" information (PII) and other information the State, awarding agency, or pass-through entity designates as sensitive or the Corporation considers sensitive consistent with applicable Federal, State, local, and tribal laws and Corporation policies regarding privacy and obligations of confidentiality.~~ information including protected "personally identifiable information" (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the Corporation considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

PII is defined at ~~2 C.F.R. 200.79~~ 2 C.F.R. 200.1 as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. "

~~However, the~~ The definition of PII is not anchored attached to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified.

Suggested resources:

- A. *Standards for Internal Control in the Federal Government* issued by the Comptroller General of the United States;
- B. *Internal Control Integrated Framework* (commonly referred to as the Green Book) issued by the Committee of Sponsoring Organizations of the Treadway Commission;
- C. *Circular A-110 Compliance Supplement* issued by the U.S. Office of Management and Budget;
- D. *Circular A-133 Compliance Supplement* issued by the U.S. Office of Management and Budget; and
- E. Internal control guidance issued by the U.S. Department of Education.

I.C. 5-11-1-27

~~2 C.F.R. 200.61 -62~~

~~2 C.F.R. 200.79~~

2 C.F.R. 200.1

2 C.F.R. 200.203

2 C.F.R. 200.303
State Examiner Directive 2015-6 (SBOA 11-18-15)

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I.C. 5-11-1-27

2 C.F.R. 200.1

2 C.F.R. 200.203

2 C.F.R. 200.303

State Examiner Directive 2015-6 (SBOA 11-18-15)

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - CASH MANAGEMENT OF GRANTS
Code	po6112
Status	
Adopted	August 10, 2017

Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

6112 - CASH MANAGEMENT OF GRANTS

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Superintendent shall implement internal controls in the area of cash management.

The School Corporation's ~~payments~~ payment methods shall minimize the time elapsing between the transfer of funds from the ~~United States Treasury~~ Federal agency or the Indiana Department of Education (IDOE) (pass-through entity) and disbursement by the Corporation, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The Corporation shall use forms and procedures required by the grantor agency or pass-through entity to request payment. The Corporation shall request grant funds payments in accordance with the provisions of the grant. Additionally, the Corporation's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The Superintendent is authorized to submit ~~requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic fund transfers are used, in accordance with the provisions of the~~ payment requests as often as necessary when electronic fund transfers are used or at least monthly when electronic transfers are not used. See Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the Corporation uses a **cash advance** payment method, the following standards shall apply:

- A. The timing and amount of the advance payment requested ~~shall~~ must be as close as is administratively feasible to the actual disbursement by the Corporation for direct program or project costs and the proportionate share of any allowable indirect costs.
- B. The Corporation shall make timely ~~payment~~ payments to contractors in accordance with contract provisions.
- C. Whenever possible, advance payment requests by the Corporation must be consolidated to cover anticipated cash needs for all Federal awards received by the recipient from the awarding Federal agency.
- D. ~~To the extent~~ If available, the Corporation shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on ~~such~~ Federal funds before requesting additional cash payments.
- E. The Corporation shall account for the receipt, obligation, and expenditure of funds.
- F. Advance payments shall be deposited and maintained in insured accounts whenever possible.
- G. Advance payments shall be maintained in interest-bearing accounts unless the following apply:
 - 1. The Corporation receives less than ~~\$120,000~~ \$250,000 in Federal ~~awards~~ funding per year.

2. The best ~~reasonably~~ available interest-bearing account would not **reasonably** be expected to earn interest in excess of \$500 per year on Federal cash balances.
 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 4. A foreign government or banking system prohibits or precludes interest-bearing accounts.
 5. An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).
- H. Pursuant to Federal law and regulations, the Corporation may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal ~~advance payments deposited in interest-bearing accounts must be remitted~~ funds must be returned annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. ~~Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from Automated Standard Application for Payment (ASAP), National Science Foundation (NSF) or another Federal agency payment system.~~
- I. All interest in excess of \$500 per year must be returned to PMS regardless of whether the Corporation was paid through PMS. Instructions for returning interest can be found at <https://pms.psc.gov/grant-recipients/returning-funds-interest.html>.
- J. All other Federal funds must be returned to the payment system of the Federal agency. Returns should follow the instructions provided by the Federal agency. All returns to PMS should follow the instructions provided at <https://pms.psc.gov/grant-recipients/returning-funds-interest.html>.

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2 C.F.R. 200.305

Book	Policy Manual
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Code	po6114
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Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

6114 - COST PRINCIPLES - SPENDING FEDERAL FUNDS

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State, and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

Cost Principles

A cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost. Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether ~~a~~ the cost is ~~a type~~ generally recognized as ordinary and necessary for the Corporation's operation ~~of the School Corporation~~ or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices; arm's length bargaining; Federal, State, local, tribal and other laws and regulations; and terms and conditions of the Federal award;
3. market prices for comparable ~~goods or services~~ costs for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the Corporation, its employees, its students or membership (if applicable), the public at large, and the Federal Government; and
5. ~~whether the cost represents any significant deviation from the established practices or School Board policy which justifiably may increase the expense.~~ whether the cost represents a deviation from the Corporation's established written policies and procedures for incurring costs.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the Corporation can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the ~~grant program~~ Federal award;
2. the cost is identified in the approved budget or application;
3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment; and
5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the ~~goods or services involved are chargeable or~~ cost is assignable to the that Federal award or other cost objective in accordance with the relative ~~benefit~~ benefits received. This standard is met if the cost satisfies any of the following criteria: ~~1) is incurred specifically for the Federal award; 2) benefits both the Federal award and other work of the Corporation and can be distributed in proportions that may be approximated using reasonable methods; 3) and is necessary to the overall operation of the Corporation and is assignable to the Federal award in accordance with cost principles mentioned here.~~

1. is incurred specifically for the Federal award;
2. benefits both the Federal award and other work of the Corporation and can be distributed in proportions that may be approximated using reasonable methods;
3. and is necessary to the overall operation of the Corporation and is assignable in part to the Federal award in accordance with these cost principles.

- B. Conform to any limitations or exclusions set forth in the cost principles in 2 C.F.R. Part 200 or in the terms and conditions of the Federal award, including prohibitions regarding costs incurred for telecommunications and video surveillance services or equipment.
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the Corporation.
- D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.
- F. Be representative of actual cost, net of all applicable credits or offsets.

The term "applicable credits" refers to those ~~receipts or reductions of expenditures that operate to offset or reduce expense items~~ transactions that offset or reduce direct or indirect costs allocable to the Federal award. ~~Typical examples~~ Examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the ~~State~~ Corporation relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

- G. Not be included as a match or cost-share requirements of any other Federally-financed program in either the current or a prior period, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:
 1. in the case of personal services, the Superintendent shall implement a system for Corporation personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;
 2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.
- I. Administrative closeout costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s) and charged to the final budget period of the award unless otherwise specified by the Federal agency.

All other costs must be incurred during the approved budget period. At its discretion, the Federal agency is

authorized to waive prior written approvals to carry forward unobligated balances to subsequent budget periods. ~~Be incurred during the approved budget period.~~

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which ~~recipients are the Corporation~~ authorized to ~~carry out authorized work and expend~~ incur financial obligations of the funds awarded, including any funds carried forward or other revisions pursuant to ~~the law~~ 2 C.F.R. 200.308. Prior written approval from the Federal ~~awarding~~-agency or State pass-through entity may be required to carry forward unobligated balances to subsequent budget periods unless waived.

Selected Items of Cost

The Corporation shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, Corporation staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, Corporation and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable, and Corporation personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are ~~unallowable~~-allowable as direct ~~charges~~ costs, ~~except~~ but only with the prior written approval of the Federal ~~awarding~~-agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of ~~\$5,000~~ \$10,000 or more have the prior written approval of the Federal ~~awarding~~-agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment ~~which~~-that materially increase their value or useful life are ~~unallowable~~-allowable as a direct cost ~~except~~ but only with the prior written approval of the Federal ~~awarding~~-agency, or pass-through entity.
- D. All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.
- E. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and allowability of real property and equipment rental costs shall be in accordance with 2 CFR 200.465.
- F. When approved as a direct cost by the Federal ~~awarding~~-agency or pass-through entity under Sections A - C, capital expenditures ~~will~~ must be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal ~~awarding~~-agency.
- G. The Corporation may claim the unamortized portion of any equipment written off as a result of a change in capitalization levels by continuing to claim the otherwise allowable depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the cognizant agency or indirect.
- H. If the Corporation is instructed by the Federal ~~awarding~~-agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
- I. Equipment and other capital expenditures are unallowable as indirect costs.

Statutory requirements may limit the allowability of costs. Any costs that exceed the maximum amount allowed by statute may not be charged to the Federal award. Only the amount allowable by statute may be charged to the Federal award.

Payments made for costs determined to be unallowable by the Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded (with interest) to the Federal Government.

Prior Written Approval

To avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, the Corporation may seek the prior written approval of the Federal agency (or, for indirect costs, the cognizant agency for indirect costs) before incurring the cost. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that cost unless prior approval is specifically required for allowability.

Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

Determining Whether a Cost is Direct or Indirect:

The association of costs with a Federal award determines whether costs are direct or indirect. Costs charged directly to a Federal award are typically incurred specifically for that Federal award. Costs that otherwise would be treated as indirect costs may be considered direct costs if they are directly related to a specific award. Costs incurred for the same purpose in like circumstances must be treated consistently as direct or indirect.

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). Direct costs may also include capital expenditures if approved by the Federal ~~awarding~~ agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than ~~\$5,000~~ \$10,000.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit.

- B. Indirect costs are those that have been incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. ~~Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.~~

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one component of the Corporation, the governing body of the Corporation, compensation of the Superintendent, compensation of the chief executive officer of any component of the Corporation, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff normally should be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a ~~project or activity~~ Federal award.
2. Individuals involved can be specifically identified with ~~the project or activity~~ a Federal award.
3. ~~Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.~~
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Indiana Department of Education (IDOE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

~~Equipment and other capital expenditures are unallowable as indirect costs.~~

Timely Obligation of Funds

Financial obligations are orders placed for property and services, contracts and sub-awards made, and similar transactions that require payment under a Federal award that will result in expenditures by a Corporation under a Federal award.

~~This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.~~

The following list illustrates when funds are determined to be obligated under the U.S. Department of Education regulations at 34 C.F.R. 75.707.

If the obligation is for:

- A. Acquisition of real or personal property - on the date ~~which~~ the Corporation makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the Corporation - when the services are performed.
- C. Personal services by a contractor who is not an employee of the Corporation - on the date ~~which~~ the Corporation makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services - on the date ~~when~~ the Corporation makes a binding written commitment to obtain the work.
- E. Public utility services - when the Corporation receives the services.
- F. Travel - when the travel is taken.
- G. Rental of real or personal property - when the Corporation uses the property.
- H. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

Period of Performance

All financial obligations must occur during the period of performance. ~~Period of performance means the total estimated time interval between the start of an initial Federal award when the Corporation is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one or more funded portions or budget periods.~~ Period of performance means the time interval between the start and end date of a Federal award, which may include one or more budget periods. Identification of the period of performance in the Federal award consistent with 2 C.F.R. 200.211 does not commit the Federal agency to fund the award beyond the currently approved budget period. The period of performance is dictated by statute and will be indicated in the grant award notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN. Note, however, that certain Federal awards have specific requirements that restrict the use of funds beyond the initial period of performance.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period unless an agreement exists with the ~~awarding~~ agency or the pass-through entity (e.g., Indiana Department of Education) to reimburse for pre-approval expenses.

If a Federal ~~awarding~~ agency or pass-through entity approves an extension, or if the Cooperative extends under C.F.R. 200.308(eg)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and ~~direct~~ grants, regardless of the period of availability, the Corporation shall liquidate all financial obligations incurred under the award not later than ninety (90) calendar days after the ~~end of the funding period unless an extension is authorized~~ conclusion of the period of performance of the award (or an earlier date as agreed upon by IDOE and the Corporation). For direct Federal grants, the Corporation shall liquidate financial obligations incurred under the award not later than 120 calendar days after the conclusion of the period of performance of the award. Any funds not

obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the ~~awarding~~ agency. Consequently, the Corporation shall closely monitor grant spending throughout the grant cycle.

2 C.F.R. 200.1
2 C.F.R. 200.403-407
2 C.F.R. 200.413(a)-(c)
2 C.F.R. 200.430(a)
2 C.F.R. 200.431(a)
2 C.F.R. 200.439~~(b)(2)~~
2 C.F.R. 200.458
2 C.F.R. 216, 309, and 471
2 C.F.R. 344(b)
34 C.F.R. 75.703
34 C.F.R. 75.707
34 C.F.R. 76.707
34 C.F.R 76.708(a)

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Legal	2 C.F.R. 200.1
	2 C.F.R. 200.403-407
	2 C.F.R. 200.413(a)-(c)
	2 C.F.R. 200.430(a)
	2 C.F.R. 200.431(a)
	2 C.F.R. 200.439
	2 C.F.R. 200.458
	2 C.F.R. 216, 309, and 471
	2 C.F.R. 344(b)
	34 C.F.R. 75.703
	34 C.F.R. 75.707
	34 C.F.R. 76.707
	34 C.F.R 76.708(a)

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Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

6325 - PROCUREMENT – FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid from Federal funds or School Corporation matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, and School Board policies and administrative procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with the ~~USDOE~~ U.S. Department of Education requirements (2 C.F.R. 200.317--~~326~~200.327), including ~~affirmative steps for~~ consideration of small ~~and~~ businesses, minority businesses, and women's business enterprises, veteran-owned businesses, and labor surplus area firms for the administration and management of Federal grants and Federally-funded programs. The Corporation shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the Corporation's documented general purchasing Policy 6320 and AG 6320A.

All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, or decorating, ~~etc.~~ of public buildings or public works must comply with Davis-Bacon and Related Acts prevailing wage requirements.

All Corporation employees, officers ~~(that is, Board members)~~, and agents, and Board members who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, ~~and~~ agents, and Board members engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3113 and Policy 4113 – Conflict of Interest.

The Corporation shall avoid acquisition of unnecessary or duplicative items. ~~Additionally, consideration shall~~ Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. ~~And, where appropriate, an analysis shall be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.~~ When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the Corporation may enter into State and local intergovernmental agreements, where appropriate, for procurement or use of common or shared goods and services.

Competition

All procurement transactions ~~for the acquisition of property or services required under a~~ under the Federal award ~~paid for from Federal funds or Corporation matching funds~~ shall be conducted in a manner that ~~encourages~~ provides full and open competition and is in accordance with 2 C.F.R. 200.319 and 200.320, good administrative practice and sound business judgment. ~~In order to promote~~ To ensure objective contractor performance and eliminate unfair competitive advantage, the Corporation shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids ~~or requests for proposals~~ from competition for such procurements.

~~Some of the situations considered to be restrictive of competition include, but are not limited to, the following: Examples of situations that may restrict competition include, but are not limited to:~~

- ~~A. unreasonable requirements on firms in order for them to qualify to do business;~~
- ~~B. unnecessary experience and excessive bonding requirements;~~
- ~~C. noncompetitive pricing practices between firms or between affiliated companies;~~
- ~~D. noncompetitive contracts to consultants that are on retainer contracts;~~
- ~~E. organizational conflicts of interest;~~
- ~~F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and~~
- ~~G. any arbitrary action in the procurement process.~~

~~Further, the Corporation shall not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the Corporation is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.~~

To the extent that the Corporation uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources ~~as~~ to ensure maximum open and free competition. The Corporation allows ~~vendors~~ individuals to apply for consideration to be placed on the list at any time.

The Corporation shall ~~require that all~~ ensure prequalified lists of persons, firms, or products ~~which that are used in acquiring goods and services are current and include enough qualified sources to provide maximum open and free competition~~ procurement transactions are current and include enough qualified sources to provide maximum open competition. When establishing or amending prequalified lists, the Corporation (or subrecipient) must consider objective factors that evaluate price and cost to maximize competition. The Corporation shall not preclude potential bidders from qualifying during the solicitation period.

To the extent consistent with established practices and legal requirements applicable to the Corporation, the Corporation is not prohibited from developing written procedures of procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or provided services on a contract, and other worker protections. The Corporation may also make inquiries of bidders about these subjects and assess the responses. Scoring mechanisms must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

Solicitation Language (Purchasing Procedures)

The Corporation shall have written ~~procurement~~ procedures for procurement transactions. ~~that These procedures must require that all solicitations made pursuant to this policy: incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.~~

- A.** adhere to the competition requirements and restrictions listed above;
- B.** incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured;

The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must set forth those minimum essential characteristics and standards to which the property, equipment, or service shall conform. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a

"brand name or equivalent" description of features to provide procurement requirements may be used. The specific features of the named brand must be clearly stated; and

- C. identify any additional requirements that the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

~~When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and the solicitation shall identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.~~

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The Corporation shall have and use documented procedures, consistent with the standards described above, for the following methods of procurement:

A. Informal Procurement Methods

~~When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold or a lower threshold established by the State, formal procurement methods are not required. The Corporation may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the simplified acquisition threshold include: Informal procurement methods for small purchases expedite the completion of transactions, minimize administrative burdens, and reduce costs. Information procurement methods may be used when the value of the procurement transaction under a Federal award does not exceed the simplified acquisition threshold or a lower threshold established by the State. The informal procurement methods include:~~

1. Micro-purchases

Procurement by micro-purchase is the acquisition of ~~supplies~~ property or services, the aggregate dollar amount of which does not exceed \$50,000. To the ~~maximum~~ extent practicable, the Corporation should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive price or rate quotations if the Purchasing Agent identified in Policy 6320 considers the price to be reasonable based on research, experience, purchase history, or other relevant information and ~~documents are filed accordingly~~ maintains documents to support the Purchasing Agent's conclusion. The Corporation shall maintain evidence of this reasonableness in the records of all purchases made by this method.

Unless otherwise defined by State or local law, ~~corporations are~~ the Corporation is responsible for determining and documenting an appropriate micro-purchase threshold in accordance with 2 C.F.R. 200.320(a)(1)(iv) based on internal controls, an evaluation of the risk, and its documented procurement procedures. The micro-purchase threshold used by the Corporation shall be authorized or not prohibited under State, local, or tribal laws or regulations. ~~A corporation which is qualified as a low-risk auditee for the most recent audit (C.F.R. 200.520) may increase the micro-purchase threshold up to \$50,000. An eligible corporation may self-certify the increased micro-purchase threshold on an annual basis after completing the annual internal institutional risk assessment to identify, mitigate, and manage financial risks. The self-certification, in accordance with 2 C.F.R. 200.335, must include a justification, clear identification of the threshold, and supporting documentation of the qualifications listed above. An eligible Corporation may self-certify a threshold of up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with 2 C.F.R. 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:~~ **[DRAFTING NOTE: The Federal regulation allows for a \$50,000 threshold. While this authority is allowed for an entity qualified as a low-risk auditee, Neola does not suggest its use due to the complexity and subjectivity of the mechanism.]**

1. a qualification as a low-risk auditee, in accordance with the criteria in 2 C.F.R. 200.520 for the most recent audit;
2. an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

3. for public institutions, a higher threshold is consistent with State law.

2. ~~Small Purchases~~**Simplified Acquisitions**

~~Small purchases~~ Simplified acquisitions include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of \$250,000. ~~Small purchase~~ Simplified acquisition procedures require price or rate quotations shall be obtained from an adequate number of qualified sources.

~~Corporations are~~ The Corporation is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the ~~non-Federal entity~~ Corporation must be authorized or not prohibited under State, local, or tribal laws or regulations.

B. **Formal Procurement Methods**

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising ~~unless a non-competitive procurement method can be used in accordance with the standards on competition in 200.319 or non-competitive procurement~~ notice and must be competitive. The formal methods of procurement are:

1. **Sealed Bids**

~~Sealed, competitive~~ bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment amounts to more than \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Indiana statute.

In order for sealed bidding to be feasible, the following conditions shall be present:

- a. a complete, adequate, and realistic specification or purchase description is available;
- b. two (2) or more responsible bidders ~~are~~ have been identified as willing and able to compete effectively for the business; and
- c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally ~~on the basis of~~ based on price.

When sealed bids are used, the following requirements apply:

- a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
- b. The invitation for bids ~~shall include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond~~ must define the items or services with specific information, including any required specifications, for the bidder to properly respond, and comply with the requirements of I.C. 5-22-7-2.
- c. All bids shall be opened at the time and place prescribed in the invitation for bids; bids shall be opened publicly.
- d. A firm fixed price contract ~~award shall be made~~ is awarded in writing to the lowest responsive bid and responsible bidder. ~~Where specified in bidding documents~~ When specified in the invitation for bids, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts ~~may~~ must be used to determine the low bid only when the Corporation determines they are a valid factor based on prior experience ~~indicates that such discounts are usually taken~~.

- e. The Board reserves the right to reject any or all bids, ~~for sound documented reason~~ but must document and provide a justification for all bids it rejects.

2. Proposals

Procurement by proposals is a method in which either a fixed price or cost-reimbursement ~~type~~ contract is awarded. ~~Proposals are generally~~ This method is used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. Indiana law stipulates a threshold for which sealed bids are required. (See Policy 6320.)

If this method is used, the following requirements apply:

- a. Requests for proposals ~~shall be publicized and~~ require public notice, and must identify all evaluation factors and their relative importance. ~~Any response to the publicized requests for proposals shall be considered to the maximum extent practical.~~ To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
- b. Proposals shall be solicited from an adequate number of sources.
- c. ~~The Corporation shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.~~ The Corporation must have written procedures for conducting technical evaluations and for making selections.
- d. Contracts ~~shall~~ must be awarded to the responsible firm offeror whose proposal is most advantageous to the program, with price and other factors considered. Corporation considering price and other factors.

The Corporation may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can be used only in procurement to procure of A/E professional services. ~~It~~ The method cannot be used to purchase other types of services though provided by A/E firms that are a potential source to perform the proposed effort.

3. Noncompetitive Procurement

Procurement by noncompetitive proposals ~~allows for solicitation of a proposal from only one source and~~ may be used only when one or more of the following circumstances apply:

1. ~~micro purchases~~ the aggregate amount of the procurement transaction does not exceed the micro-purpose threshold;
2. ~~the item is available only from~~ the procurement transaction can only be fulfilled by a single source;
3. the public exigency or emergency for the requirement will not permit a delay resulting from ~~publicizing~~ providing public notice of a competitive solicitation;
4. ~~the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Corporation~~ the Corporation requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
5. after ~~solicitation of a number of~~ soliciting several sources, competition is determined to be inadequate.

Domestic Preference for Procurement

~~As appropriate and to the extent consistent with law, the Corporation shall,~~ The Corporation should, to the extent practicable under a Federal award, and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards, including all contracts, and purchase orders for work or products under the Federal award.

Procurement of Recovered Materials

The Corporation must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962. These requirements include:

- A. procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
- B. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- C. establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

The Corporation should, to the greatest extent practicable and consistent with law, purchase acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water-efficient; and are sustainable.

This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Contract/Price Analysis

~~The Corporation shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements.~~

~~The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the Corporation shall come to an independent estimate prior to receiving bids or proposals.~~

~~When performing a cost analysis, the Corporation shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.~~

The Corporation shall perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the Simplified Acquisition threshold identified above. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. The Corporation must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the Corporation according to cost principle requirements.

~~Time and Materials Contracts~~Time-and-Materials Contracts

~~The Corporation uses a time and materials~~ may use a time-and-materials type contract only 1) after a determination that no other contract is suitable, and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the Corporation is the sum of the actual costs of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

~~Since~~ Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the Corporation sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the Corporation shall assert a high degree of oversight ~~in order~~ to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

~~Suspension and Debarment~~Doing Business with Other Persons

The Corporation shall award contracts only to responsible contractors ~~possessing~~ that possess the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the Corporation and shall seek to obtain the maximum value for each dollar expended. When making a

purchasing decision, the Corporation shall consider such factors as 1) contractor integrity; 2) ~~compliance with public~~ policy compliance; 3) proper classification of employees; 4) record of past performance; and 45) financial and technical resources. If the Purchasing Agent determines a contractor is not responsible, that determination must be made in writing.

~~The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The Corporation is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.~~

~~Suspension is an action taken by the Corporation that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)~~

~~Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)~~

~~The Corporation shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the Corporation shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)~~ The Corporation shall not subcontract with or award subgrants to any person or company who is excluded or disqualified. For contracts over \$25,000, the Corporation shall confirm that the person with whom the Corporation intends to do business is not excluded or disqualified by checking the Federal Government's System for Award Management Exclusions at www.sam.gov; collecting a certification from that person; or adding a clause or condition to the covered transaction with that person.

Bid Protest

The Corporation maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the ~~awarding~~ Federal agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package for resolution. Bid protests shall be filed in writing with the Superintendent within seventy- two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The Corporation shall maintain records sufficient to detail the history of ~~all procurements~~ each procurement transaction. These records shall include but are not ~~necessarily~~ limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Record Retention

The Corporation must retain all Federal award records for three (3) years from the date of submission of the final financial report, or as otherwise required pursuant to the Board-adopted records retention schedule, whichever is longer. For awards that are renewed quarterly or annually, the Corporation must retain records for three (3) years from the date of submission of the quarterly or annual financial report, respectively, or as otherwise required pursuant to the Board-adopted records retention schedule if longer. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. Other records retention requirements shall be in accordance with 2 C.F.R. 200.334 and the Board-adopted records retention schedule.

The Corporation must collect, transmit, and store Federal award information in a machine-readable format. The Corporation may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must

ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

I.C. 5-22-2-21
I.C. 5-22-2-30
I.C. 5-22-2-38
I.C. 5-22-3-3
I.C. 5-22-6-1
I.C. 5-22-6-2
I.C. 5-22-7-1 et seq.
I.C. 5-22-8-2
I.C. 5-22-8-3
I.C. 5-22-10-1 et seq.
I.C. 5-22-16-1
I.C. 5-22-16-2
I.C. 20-26-4-6
I.C. 20-26-4-8
I.C. 20-26-5-4
2 C.F.R. 200.317 --~~326~~ 200.327
2 C.F.R. 180.300
2 C.F.R. 180.305
2 C.F.R. 200.334 - 200.337
2 C.F.R. 200.520
Appendix II to Part 2 C.F.R. 200

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Legal	I.C. 5-22-2-21
	I.C. 5-22-2-30
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	I.C. 5-22-3-3
	I.C. 5-22-6-1
	I.C. 5-22-6-2
	I.C. 5-22-7-1 et seq.
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	I.C. 5-22-8-3
	I.C. 5-22-10-1 et seq.
	I.C. 5-22-16-1
	I.C. 5-22-16-2
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	I.C. 20-26-4-8
	I.C. 20-26-5-4
	2 C.F.R. 180.300
	2 C.F.R. 180.305
	2 C.F.R. 200.317 - .327
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	2 C.F.R. 200.520
	Appendix II to 2 C.F.R. Part 200

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - TRAVEL PAYMENT AND REIMBURSEMENT/RELOCATION COSTS
Code	po6550
Status	
Adopted	August 10, 2017
Last Revised	July 14, 2023

Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

6550 - TRAVEL PAYMENT AND REIMBURSEMENT/RELOCATION COSTS

Travel expenses incurred for official business travel on behalf of the School Corporation shall be limited to those expenses necessarily incurred by the employee in the performance of a public purpose authorized, in advance, in accordance with administrative guidelines. Travel costs may include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Corporation.

Payment and reimbursement rates for per diem, meals, lodging, and mileage shall be established by the Corporation and approved by the School Board annually. All mileage reimbursements shall be made at the rate established by the Board and documented by submitting a State Board of Accounts approved mileage form. Employees are expected to exercise the same care incurring travel expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience shall not be reimbursed.

Unauthorized expenses include but are not limited to alcohol, movies, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

Commercial airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would 1) require circuitous routing; 2) require travel during unreasonable hours; 3) excessively prolong travel; 4) result in additional costs that would offset the transportation savings; or 5) offer accommodations not reasonably adequate for the traveler's medical needs. Instances of commercial airfare cost in excess of the basic least expensive unrestricted accommodations class must be justified and documented on a case-by-case basis.

Temporary dependent care costs (as dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that directly results from travel to conferences are allowable provided that 1) the costs are a direct result of the individual's travel for the Federal award; 2) the costs are consistent with the Corporation's documented administrative guidelines for all entity travel; and 3) are only temporary during the travel period. Travel costs for dependents are unallowable, except for travel of a duration of six (6) months or more with prior approval of the Federal ~~awarding~~ agency.

Relocation Cost Reimbursement

The Board does not reimburse for relocation costs.

Travel payment and reimbursement provided from Federal funds must be authorized in advance and shall be reasonable and consistent with the Corporation's travel policy and administrative guidelines. For travel paid for with Federal funds, the travel authorization shall include documentation that demonstrates that 1) the participation in the event by the individual traveling is necessary to the Federal award; and 2) the costs are reasonable and consistent with the Corporation's travel policy.

All travel shall comply with the travel procedures and rates established in the administrative guidelines. All costs incurred with Federal funds shall meet the cost allowability standards within Policy 6110 - Grant Funds.

To the extent that the Corporation's policy does not establish the allowability of a particular type of travel cost, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or the President's designee), must apply to travel under Federal awards.

2 C.F.R. 200.464

2 C.F.R. 200.474

2 C.F.R. 200.475

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Legal

2 C.F.R. 200.464

2 C.F.R. 200.474

2 C.F.R. 200.475

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - POSSESSION OF FIREARMS AND WEAPONS BY VISITORS
Code	po7217
Status	
Adopted	January 16, 2003
Last Revised	April 9, 2015

Revised Policy - Volume 36, No. 2 - September 2024

7217 - POSSESSION OF FIREARMS AND WEAPONS BY VISITORS

Application of this Policy

This policy applies to "visitors" meaning persons who come onto property or a vehicle owned by the School Corporation or used by the Corporation for school purposes. The term includes members of the general public, students enrolled in other schools or school corporations, and employees of entities providing services to the Corporation, but does not include Corporation employees covered by Policy 1617, Policy 3217, or Policy 4217 or currently enrolled students covered by Policy 5772.

Possession of a "Weapon" other than a "Firearm" by a Visitor

The School Board prohibits visitors from possessing, storing, making, or using a weapon other than a firearm in any setting that is under the control and supervision of the Corporation for the purpose of school activities approved and authorized by the Corporation including, but not limited to, property leased, owned, or contracted for by the Corporation, a school-sponsored event, or in a Corporation vehicle. This prohibition does not apply to weapons under the control of a law enforcement officer.

The term "weapon" means an object which, in the manner in which it is used, ~~is~~ intended to be used, or ~~is~~ represented, is capable of inflicting serious bodily harm or property ~~damage, as well as damage~~ or endangering the health and safety of persons. Weapons ~~include,~~ include but are not limited ~~to,~~ to firearms, tasers, handguns, stun guns, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, chemical weapons, metallic knuckles, martial arts weapons, ammunition, and destructive devices (such as ~~bomb~~ bombs, incendiary ~~device~~ devices, ~~grenade~~grenades, Molotov ~~cocktail~~cocktails, or ~~rocket~~rockets, with a propellant charge of more than four (4) ounces, etc.). A "knife" is defined as "an instrument that: 1) consists of a sharp ~~edge~~ edged or sharp pointed blade capable of inflicting cutting, stabbing, or tearing wounds; and 2) is intended to be used as a weapon." (I.C. 35-47-5-2.5(a))

Possession of a "Firearm" by a Visitor

Generally, the possession of a firearm in or on school property, in or on property that is being used by a school for a school function, or on a school bus is a felony (I.C. 35-47-9-2) and is prohibited by Board policy, except for the possession of a firearm by a person who legally may possess a firearm and has been authorized by the Board to carry a firearm in or on Corporation property. As used in this policy and as defined by Indiana law, "firearm" means any weapon that is capable of expelling, designed to expel, or that ~~may~~ readily ~~may~~ be converted to expel a projectile by means of an explosion. However, State law permits a person who ~~may~~ legally ~~may~~ possess a firearm to maintain that firearm if it is locked in the person's trunk, kept in the glove compartment of the person's locked vehicle, or stored out of plain sight in the person's locked vehicle. This exception does not apply to students unless it is a high school student who is a member of a shooting sports team and the principal has approved the student keeping a firearm concealed in the student's motor vehicle on days the student is competing or practicing as a member of a shooting sports team. This exception also does not apply to former students if the person is no longer enrolled in school due to a disciplinary action within the previous twenty-four (24) months.

Reporting Violations of this Policy

The Superintendent ~~will~~ shall report a visitor who violates this policy to law enforcement officials and is authorized to take any steps necessary to exclude the visitor from Corporation property and Corporation sponsored events.

If authorized by the Board, exceptions ~~will~~ shall be permitted for:

- A. items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner ~~approved~~, approved (~~Working-working~~ firearms and ammunition shall never be ~~approved-approved~~);
- B. theatrical props used in appropriate settings;
- C. starter pistols used in appropriate school-related sporting events.

I.C. 10-21-3
I.C. 34-28-7-2
I.C. 35-47-1-5
I.C. 35-47-5-2.5
I.C. 35-47-9
20 U.S.C. 7151

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Legal	I.C. 10-21-3
	I.C. 34-28-7-2
	I.C. 35-47-1-5
	I.C. 35-47-5-2.5
	I.C. 35-47-9
	20 U.S.C. 7151

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - DISPOSITION OF SURPLUS PROPERTY
Code	po7310
Status	
Adopted	August 10, 2017
Last Revised	April 14, 2022
Last Reviewed	April 14, 2022

Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

7310 - DISPOSITION OF SURPLUS PROPERTY

The School Board requires the Superintendent to review the property of the School Corporation periodically and to dispose of that material and equipment which is no longer usable in accordance with the terms of this policy.

A. Instructional Material

The Corporation shall review instructional materials (i.e. textbooks, library books, manuals, support materials, etc.) periodically to determine the relevance of such materials to the present world and current instructional programs. The following criteria will be used to review instructional materials for redistribution and possible disposal:

1. concepts or content that do not support the current goals of the curriculum;
2. information that may not be current; and/or
3. worn beyond salvage.

B. Equipment

For purposes of this policy, equipment shall mean tangible personal property (including information technology systems), a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles that retains its shape and appearance with use, is nonexpendable, having a useful life of more than one (1) year, and a per-unit cost that equals or exceeds \$10,000 to replace and does not lose its identity when incorporated into a more complex unit. The Corporation shall inspect the equipment used in the instructional program periodically, to determine the condition and usability of such equipment in the current educational program. Should the equipment be deemed no longer serviceable or usable, the following criteria will be used to determine possible disposal:

1. repair parts for the equipment no longer readily available
2. repair records indicate equipment has no usable life remaining
3. obsolete and no longer contributing to the educational program
4. some potential for sale at a school auction
5. creates a safety or environmental hazard

C. Textbooks

~~The Corporation shall dispose of textbooks in accordance with the procedures prescribed by statute.~~

The Corporation shall dispose of textbooks determined by Corporation officials to no longer be of use in the Corporation pursuant to Section D below.

D. Disposition

The Superintendent is authorized to dispose of obsolete instructional and other property by selling it to the highest bidder, by donation to appropriate parties, or by proper waste disposal in compliance with 2 C.F.R. 200.313 and 200.314.

When there is a residual inventory of unused supplies exceeding \$10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other Federal award, the Corporation may retain or sell the unused supplies. Unused supplies means supplies that are in new condition, not having been used or opened before. The aggregate value of unused supplies consists of all supply types, not just like-item supplies. The Federal agency or pass-through entity may be entitled to compensation in an amount prescribed in 2 C.F.R. 200.314.

If the Board passes a resolution to close a high school, the Corporation shall develop a plan relating to the preservation or transfer of memorabilia, trophies, or other property that may have historical significance as determined by the Board. The plan shall be made available for public inspection and posted to the Corporation's website.

When ~~original or replacement~~ equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal ~~awarding~~ agency, the Corporation shall request disposition instructions from the Federal ~~awarding~~ agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made in accordance with disposition instructions of the Federal ~~awarding~~ agency.

~~Items of equipment~~ Equipment with a current per-unit fair market value of \$5,000 (per unit) or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency.

Except as provided in §200.312(b) - Federally-owned and exempt property, ~~paragraph (b),~~ or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000-\$10,000 (per unit) may be retained or sold by the non-Federal entity or sold Corporation. The Federal awarding agency is entitled to an amount calculated by multiplying the percentage of the Federal agency's contribution toward the original purchase by the current market value or proceeds from the sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and Corporation to retain from the Federal share \$500 or ten percent (10%) \$1,000 of the proceeds, whichever is less, for its selling and handling expenses to cover expenses associated with the selling and handling of the equipment.

The Corporation may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the Corporation shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

When included in the terms and conditions of the Federal award, the Federal agency may permit the Corporation to retain equipment or authorize a pass-through entity to permit the Corporation to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

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Legal 2 C.F.R. 200.312, 200.313
I.C. 20-26-5-4
I.C. 36-1-11

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - PROPERTY INVENTORY
Code	po7450
Status	
Adopted	June 21, 2001
Last Revised	July 14, 2022

Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024

7450 - PROPERTY INVENTORY

As steward of the School Corporation's property, the School Board recognizes that efficient management and full replacement upon loss requires accurate inventory and properly maintained property records.

The Board shall conduct a complete inventory of all Corporation-owned equipment and the results reconciled with the property records at least once every two (2) years at such intervals as will coincide with property insurance renewal and Generally Accepted Accounting Principles (G.A.A.P.) reporting requirements.

For purposes of this policy, "**equipment**" shall mean tangible personal property (including information technology systems, a mobile or fixed unit of furniture or furnishings, ~~an instrument,~~ a machine, an apparatus, or a set of articles which that retains its shape and appearance with use, is non-expendable, having a useful life of more than one (1) year, and a per-unit cost that equals or exceeds ~~costs at least~~ \$10,000 to replace represents an investment of money that makes it feasible and advisable to capitalize the item, and does not lose its identity when incorporated into a more complex unit. When defining supplies for inventory purposes, no items will be counted whose total value is less than \$10,000.

It shall be the duty of the Superintendent and CFO to ensure that inventories are recorded systematically and accurately and property records of equipment are updated and adjusted annually by reference to purchase orders and withdrawal reports.

Each principal/supervisor shall conduct an annual spot-check inventory of major items of equipment to determine loss, mislocation, or depreciation; any major loss shall be reported to the Board.

Property records of consumable supplies shall be maintained on a continuous inventory basis.

The Superintendent and CFO shall maintain a system of property records which shall show, as appropriate to the item recorded, ~~()~~ description and identification (serial number or other identification number), manufacturer, year of purchase, ~~()~~ initial cost, ~~()~~ location, ~~()~~ condition and depreciation, evaluation in conformity with insurance requirements.

The Corporation is responsible for maintaining and updating property records when there is a change in the status of the property.

~~Equipment~~ Title to equipment acquired under a Federal award will vest upon acquisition to the Corporation, subject to the following conditions:

- A. The equipment shall be used for the authorized purposes of the award project during the period of performance or until the equipment is no longer needed for the purposes of the project.
- B. ~~The equipment shall not be encumbered without the approval of the Federal awarding agency or the pass-through entity.~~ While the equipment is being used for the originally authorized purpose, the Corporation (or subrecipient) must not dispose of or encumber its title or other interests without the approval of the Federal agency or pass-through entity.

- C. The equipment may be only used and disposed of in accordance with the provisions of the Federal ~~awarding~~-agency or the pass-through entity and Policy 7300 - Disposition of Real Property, Policy 7310 - Disposition of Surplus Property, and AG 7310 - Disposal of Corporation Property.
- D. The Corporation must use the equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. The Corporation must not encumber the equipment without prior approval of the Federal agency or pass-through agency.
- E. When no longer needed for the original project or program, the equipment may be used in other activities in the following order of priority.
1. activities under other Federal awards from the Federal agency that funded the original program or project; then
 2. activities under Federal awards from other Federal agencies. These activities include consolidated equipment for information technology systems.
- F. During the time that equipment is used on the project or program for which it was acquired, the Corporation must also make the equipment available for use on other programs or projects supported by the Federal Government, provided that such use will not interfere with the purpose for which it was originally acquired. First preference for other use of the equipment must be given to other programs or projects supported by the Federal agency that financed the equipment. Second preference must be given to programs or projects under Federal awards from other Federal agencies. Use for non-federally funded projects is also permissible, provided such use will not interfere with the purpose for which the equipment was originally acquired. The Corporation should consider charging user fees as appropriate. If the Corporation does not use equipment to earn program income, it must not charge a fee that is less than a private company that would charge for similar services unless specifically authorized by Federal statute.
- G. When acquiring replacement equipment, the Corporation may either trade in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.
- H. Property records shall be maintained that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment (including the Federal Award Identification Number (FAIN)), ~~title entity, acquisition date, cost of the equipment, percentage of Federal participation in the project costs for the award under which the equipment was acquired, the location, use, and condition of the equipment, and ultimate disposition data, including date of disposal and sale price of the equipment~~ title holder, acquisition date, cost of the property, percentage of Federal agency contribution towards the original purchase, the location, use, and condition of the property, and ultimate disposition data, including date of disposal and sale price of the property.
- I. A physical inventory of the property must be ~~taken~~ conducted and results reconciled with property records at least once every two (2) years.
- J. A control system ~~shall be developed to provide adequate safeguards to prevent~~ must be in place to ensure safeguards for preventing loss, damage, or theft of the property. Any such loss, damage, or theft ~~shall~~ of the property must be investigated. The Corporation must notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.
- K. ~~Adequate~~ Regular maintenance procedures shall be implemented to keep the property in ~~good~~ proper working condition.
- L. Proper sales procedures shall be established to ensure the highest possible return, in the event the Corporation is authorized or required to sell the equipment/property.
- M. When ~~original or replacement~~ equipment acquired under a Federal award is no longer needed for the original project/program or for activities currently or previously supported by a Federal awarding agency, and except as otherwise provided by Federal statutes, regulations, or Federal ~~awarding agency disposition instructions~~ agency disposition instructions, the Corporation shall request disposition instructions from the Federal ~~awarding~~ agency or the pass-through entity if required by the terms and conditions of the Federal award. Disposition of the equipment shall be made in accordance with the provisions of 2 C.F.R. 200.313.

2 C.F.R. 200.313

2 C.F.R. 200.439 (b)(2)

Legal

2 C.F.R. 200.313

2 C.F.R. 200.439 (b)(2)

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.03
Status	
Adopted	October 21, 2010
Last Revised	April 14, 2022
Last Reviewed	April 14, 2022

Revised Policy - Volume 36, No. 2 - September 2024

7540.03 - STUDENT TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The School Board provides Technology Resources (as defined in Bylaw 0100) to support the educational and professional needs of its students and staff. With respect to students, School Corporation Technology Resources afford them the opportunity to acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board provides students with access to the Internet for limited educational purposes only and utilizes online educational apps and services/apps to enhance the instruction delivered to its students. The Corporation's computer network and Internet system do not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of Corporation Technology Resources by principles consistent with applicable local, State, and Federal laws, the Corporation's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy, its related administrative guidelines and the Student Code of Conduct govern students' use of Corporation Technology Resources and students' personal communication devices when they are connected to the Corporation computer network, Internet connection, and/or online educational apps and services/apps, or when used while the student is on Corporation-owned property or at a Corporation-sponsored activity (see Policy 5136).

Users are prohibited from engaging in actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like) when using Corporation Technology Resources. Because its Technology Resources are not unlimited, the Board also has instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right to or expectation ~~to~~ of privacy when using Corporation Technology Resources (including, including but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the Corporation's computer network and/or Internet connection).

First, the Corporation may not be able to limit access technologically, through its Technology ~~Resources-Resources~~, to only those services and resources that have been authorized for the purpose of instruction, study, and research related to the curriculum. Unlike in the past, when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

The Board prohibits the sending, receiving, viewing, or downloading of materials that are harmful to minors on computers and other technology related devices owned or leased by the Corporation or connected to the Corporation computer network.

Pursuant to State and Federal law, the Board has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the Corporation Technology Resources if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Superintendent or building principal ~~may~~ temporarily or permanently ~~may~~ unblock access to websites or online education ~~apps and services/apps~~ containing appropriate material if access to such sites has been blocked inappropriately by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Parents/Guardians are advised that a determined user may be able to gain access to apps and services and/or resources on the Internet that the Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents may find inappropriate, offensive, objectionable or controversial. Parents of minors are responsible for setting and conveying the standards that their children should follow when using the Internet.

Pursuant to Federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic ~~communications~~ communication
- B. the dangers inherent with the online disclosure of personally identifiable information
- C. the consequences of unauthorized access (e.g., "~~hacking~~", "~~harvesting~~", "~~digital piracy~~", "~~data mining~~", "~~hacking~~", "~~harvesting~~," "digital piracy," "data mining," etc.), cyberbullying, and other unlawful or inappropriate activities by students online
- D. unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors

Staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above. Furthermore, staff members will monitor the online activities of students while at school.

[] Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions or use of specific monitoring tools to review browser history and network, server, and computer logs.

Building principals are responsible for providing training so that Ed-Tech users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of Corporation Technology Resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media and in chat rooms and cyberbullying awareness and response. Users of Corporation Technology Resources (and their parents if they are minors) are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Students will be assigned a school email account that they are required to utilize for all school-related electronic communications, including those to staff members, peers, and individuals and/or organizations outside the Corporation with whom they are communicating for school-related projects and assignments. Further, as directed and authorized by their teachers, they shall use their school-assigned email account when signing up/registering for access to various online educational services, including mobile applications/~~apps~~ and apps and services that will be utilized by the student for educational purposes.

Students are responsible for good behavior when using Corporation Technology Resources - i.e., behavior comparable to that expected of students when they are in classrooms, in school hallways, on other school premises and at school-sponsored events. Communications on Education Technology are often public in nature. General school rules for behavior

and communication apply. The Corporation does not approve any use of its Technology Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action ~~taken against~~ may be imposed on them. Users are personally responsible and liable both civilly and criminally, for uses of Technology Resources that are not authorized by this Policy and its accompanying guidelines.

The Board designates the Superintendent and Principal as the administrator(s) responsible for initiating, implementing, and enforcing this Policy and its accompanying guidelines as they apply to students' use of Corporation Technology Resources.

This policy shall be posted on the Corporation's website.

P.L. 106-554 (2000), Children's Internet Protection Act of 2000

~~47 U.S.C. 254(h)(1)(B) Communications Act of 1934, as amended (2003)~~

47 U.S.C. 2454(h)(1)(B)

18 U.S.C. 1460

18 U.S.C. 2246

18 U.S.C. 2256

20 U.S.C. 6301 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)

20 U.S.C. 6777, 9134 (2003)

47 C.F.R. 54.500 - 54.523

I.C. 20-26-5-40.5

I.C. 35-49-2-2

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Legal

P.L. 106-554 (2000), Children's Internet Protection Act of 2000

47 U.S.C. 2454(h)(1)(B)

18 U.S.C. 1460

18 U.S.C. 2246

18 U.S.C. 2256

20 U.S.C. 6301 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)

20 U.S.C. 6777, 9134 (2003)

47 C.F.R. 54.500 - 54.523

I.C. 20-26-5-40.5

I.C. 35-49-2-2

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Revised Policy - Volume 36, No. 2 - September 2024

8400 - SCHOOL SAFETY INFORMATION

The School Board is committed to maintaining a safe environment in all of the School Corporation's schools. ~~To that end, in accordance with State and Federal law,~~ The Board believes that school crime and violence are multifaceted problems that need to be addressed in a manner that utilizes the best resources and coordinated efforts of Corporation personnel, law enforcement agencies, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-sponsored activity or while en route to or from school or a school-sponsored activity. The Board also believes that the first step in addressing school crime and violence is to assess the extent and nature of the problem(s) or threat, and then plan and implement strategies that promote school safety and minimize the likelihood of school crime and violence.

In furtherance of its commitment to a safe school environment, the Board has prohibited weapons on school property and at school-sponsored events, except in very limited circumstances. See Board Policy 1617 - Weapons, Policy 3217 - Weapons, Policy 4217 - Weapons, Policy 5772 - Weapons, and Policy 7215 - Possession of Firearms and Weapons by Visitors. This prohibition is reasonably related to legitimate educational concerns, including the ability to provide a safe and secure learning and social environment for the Corporation's students and controlling and minimizing disruptions to the educational process. The presence of dangerous weapons on school property or at school-sponsored events, except under very controlled circumstances, creates a potentially dangerous situation for students, staff, and visitors and may trigger precautionary safety responses that disrupt the educational process and learning environment for students.

Federal law establishes a "Student Safety Zone" that extends 1,000 feet from the boundary of any school property in relation to weapons and drugs. Individuals are prohibited from possessing or using weapons or drugs at any time on Corporation property, within the Student Safety Zone, or at any school-related event.

In accordance with State and Federal law, each school within the Corporation shall establish a Safe School Committee, the composition of which shall be in accordance with the Superintendent's guidelines.

The Corporation shall establish a **Safe School Committee** at each school building. (I.C. 10-21-1-14)

Each *Safe School Committee* may include at least one (1) member who is a member of the support staff of the school or Corporation career and technical education school.

The *Safe School Committee* shall be responsible for developing a plan that addresses the following issues:

- A. Unsafe conditions, crime prevention, school violence, bullying, criminal organization activity, child abuse and child sexual abuse, and other issues that prevent the maintenance of safe schools.

Accordingly, the school safety plan developed by the school safety specialist and the Safe School Committee with the assistance of the school resource officer shall be a part of the plan developed by the Safe School Committee.

- B. Professional development needs for faculty and staff to implement methods that decrease problems identified above.

- C. Methods to encourage involvement by the community and students, development of relationships between students and school faculty and staff, and use of problem-solving teams.
- D. Provide a copy of the floor plans for each building that clearly indicates each exit, the interior rooms and hallways, and the location of any hazardous materials located in the building to the local law enforcement agency and the fire departments that have jurisdiction over the school.

NOTE: The Corporation shall not disclose any record or part of any record if ~~the~~ its disclosure ~~of which~~ would have a reasonable likelihood of threatening public safety by compromising the Corporation's security.

In developing the plan, the *Safe School Committee* shall seek input from representatives of the following:

- A. ~~The~~ the State Department of Education;
- B. ~~The~~ the Corporation's school safety specialist;
- C. School Resource Officer(s);
- D. local law enforcement agencies;
- E. the local Fire Marshal(s) or his/her designee(s);
- F. local emergency medical services;
- G. building administrators;
- H. the local emergency management service agency.
- I. employees as needed

The Superintendent shall recommend the approval and adoption of each school's plan.

Safe School Committee's Duty To Implement the Safe and Drug-Free Schools and Communities Act

The *Safe School Committee* is responsible for implementing the Safe and Drug-Free Schools and Communities Act. To ensure that the Corporation remains compliant with Federal law, the *Safe School Committee* shall:

- A. develop a drug-free school plan that:
 - 1. requires each school to collect and report drug-related activities in the school, including suspensions, expulsions, exclusions, police actions, or any other type of drug-related behavior; and
 - 2. addresses ways to eliminate illegal drugs and drug-related behavior in schools;
- B. oversee the implementation of the school plan;
- C. oversee the implementation of the curriculum under I.C. 20-30-5-11 concerning the effects that alcoholic beverages, tobacco, prescription drugs, and controlled substances have on the human body and society at large.

To apply annually for matching grant funds from the Indiana secured school fund, the Corporation shall certify to the Department of Homeland Security that it has:

- A. conducted a threat assessment for each school building it uses; and
- B. entered into a memorandum of understanding (MOU) ~~in place~~ with a community mental health center established under State law or a provider certified or licensed by the State to provide mental or behavioral health services to students.

School Safety Specialist

The Corporation shall designate an individual to serve as the school safety specialist for the Corporation. The school safety specialist shall be chosen by the Superintendent with the approval of the Board. The school safety specialist shall perform the following duties:

- A. Serve on the county school safety commission, ~~if a county school safety commission is established under I.C. 5-2-10.1-10,~~ with jurisdiction over the Corporation established under I.C. 10-21-1-12.

- B. Participate each year in a number of days of school safety training that the ~~council determines~~ Indiana Department of Education determines necessary.
- C. With the assistance of the county school safety commission with jurisdiction over the Corporation established under I.C. 10-21-1-12, ~~if a county school safety commission is established under I.C. 5-2-10-1-10,~~ develop, implement, and improve a school safety plan for each school in the Corporation.
- D. Coordinate the school safety plans of each school in the Corporation as required by State law and under rules adopted by the Indiana ~~state board of education~~ State Board of Education; ~~and~~
- E. Act as a resource for the Corporation's safe school committees and other individuals in the Corporation on issues related to school discipline, safety, and security; and
- F. Serve as a liaison for the Corporation regarding school safety matters with the secured school safety board, the Department of Homeland Security, the Department of Education, the Indiana Criminal Justice Institute, and other state agencies, as applicable.

School Safety Plan

A school safety plan must be developed by the school safety specialist ~~must~~ and the school's safe school committee, including a school resource officer if one is employed by the Corporation, in consultation with the law enforcement agency and fire department that have jurisdiction over the school which:

- A. ~~include~~ includes the requirements set forth in I.C. ~~20-26-18-2-2(b)~~ 10-21-1-10(c), namely:
 - 1. ~~Protect against outside threats to the physical safety of students,~~ protects against outside and internal threats to the physical safety of students, faculty, staff, and the public, including unsafe conditions, crime prevention, school violence, bullying and cyberbullying, criminal organization activity, child abuse and child sexual abuse, mental health and behavioral health, suicide awareness and prevention, violence prevention and training, situational awareness, and other issues that prevent the maintenance of a safe school;
 - 2. ~~Prevent unauthorized access to school property,~~ prevents unauthorized access to school property and interior areas or rooms, including the management of authorized visitors on school property, before during, and after regular school hours;
 - 3. ~~Secure schools against violence and natural disasters, and~~ secures schools against natural and manmade disasters, including all emergency preparedness drill requirements set forth in I.C. 20-34-3-20;
 - 4. establishes an armed intruder drill protocol that: a) provides accommodations for students who have mobility restrictions, sensory needs, or auditory or visual limitations; b) emphasizes the practical nature of the drill; c) provides access to mental health services on school grounds following the conclusion of a drill; d) provides advance notice of a drill to parents or legal guardians of students who attend the school; and e) provides alternative exercises for students who are unable to participate in a drill;
 - 5. includes a site vulnerability assessment for each school building;
 - 6. not later than July 1, 2025, includes the establishment of a multi-disciplinary threat assessment team;
 - 7. includes measures to expedite notification of first responders and access to school property for first responders;
 - 8. ~~Identify the location of~~ includes bleeding control kits, including the location of bleeding control kits and the presentation and use of bleeding control kits in all drills and emergencies, as required by I.C. 20-34-3-24(c); and
 - 9. includes any additional requirements required by the Indiana State Board of Education.
- B. must be provided to a member of the secured school safety board, as established by I.C. 10-21-1-3, if a member requests the plan; ~~and~~
- C. must be available for inspection by the Department of Education's Division of School Building Physical Security and Safety, as established by I.C. 20-19-3-14;

- D. must be provided to the law enforcement agency and the fire department that have jurisdiction over the Corporation;
- E. must include an attestation that: a) a copy of the floor plans for each building located on the school's property were provided to the law enforcement agency and the fire department that have jurisdiction over the Corporation that clearly indicates each entrance and exit, the interior rooms and hallways, and the location of hazardous materials located in the building; or b) the Corporation has conducted critical incidence digital mapping for each school building within the Corporation, including providing the critical incidence digital mapping information to the law enforcement agency and fire department that have jurisdiction over the mapped school buildings and the statewide 911 system described in I.C. 36-8-16.7-22 through the public safety answer point, or "PSAP", described in I.C. 36-8-16.7-20 that has jurisdiction over the mapped school buildings; and
- F. must be filed with the county school safety commission ~~under I.C. 5-2-10.1-10 if the county has established a county school safety commission~~ established under I.C. 10-21-1-12 which has jurisdiction over the Corporation.

Bleeding Control Kits

A 'bleeding control kit' means a first aid response kit that contains at least the following:

- A. One (1) tourniquet endorsed by the Committee on Tactical Combat Casualty Care.
- B. A compression bandage.
- C. A bleeding control bandage.
- D. Protective gloves and a permanent marker.
- E. Scissors.
- F. Instructional documents developed by the Stop the Bleed national awareness campaign of the United States Department of Homeland Security or the American College of Surgeons Committee on Trauma, or both.
- G. Other medical materials and equipment similar to those described in subdivisions (A) through (C), and any additional items that:
 - 1. are approved by local law enforcement or first responders;
 - 2. can adequately treat a traumatic injury; and
 - 3. can be stored in a readily available kit.

Each school year subject to either:

- A. an appropriation by the general assembly; or
- B. the Corporation receiving sufficient bleeding control kits for each school in the Corporation from:
 - 1. donations from individuals or entities; or
 - 2. gifts necessary to purchase the bleeding control kits.

The Corporation shall develop and implement a Stop the Bleed program that meets the requirements set forth in I.C. 20-34-3-24(c), namely:

- A. requires bleeding control kits be assigned to designated rooms in easily accessible locations to be determined by local first responders or the school safety specialist;
- B. includes bleeding control kits in the emergency plans of the school corporation or charter school, including the presentation and use of the bleeding control kits in all drills and emergencies;
- C. provides that all Corporation schools have a minimum of five (5) individuals in each school building who obtain appropriate training in the use of the bleeding control kit including:

- ~~1. the proper application of pressure to stop bleeding;~~
 - ~~2. the application of dressings or bandages;~~
 - ~~3. additional pressure techniques to control bleeding; and~~
 - ~~4. the correct application of tourniquets;~~
- ~~D. requires bleeding control kits in school inventories to be inspected annually to ensure that the materials, supplies, and equipment contained in the bleeding control kits are not expired and that any expired materials, supplies, and equipment are replaced as necessary; and~~
- ~~E. requires a bleeding control kit to be restocked after each use and any materials, supplies, and equipment to be replaced as necessary to ensure that the bleeding control kit contains all necessary materials, supplies, and equipment.~~

~~The Corporation's Stop the Bleed program must include each school in the Corporation.~~

~~The Corporation () may () shall [END OF OPTION] request direction to resources that are available to provide bleeding control kits to the Corporation from () the Department of Homeland Security () the State Department of Education [CHOOSE ONE -- END OF OPTION].~~

School Resource Officers

'School resource officer' means a law enforcement officer who:

- A. has completed the training described below;
- B. is assigned to one (1) or more school corporations or charter schools during school hours to:
 1. assist the school safety specialist and safe school committee with the development and implementation of the school safety plan; and
 2. carry out any additional responsibilities assigned to the school resource officer under the employment engagement, contract, or memorandum of understanding and to provide law enforcement services to:
 - a. protect against outside threats to the physical safety of students;
 - b. prevent unauthorized access to school property; and
 - c. secure schools against violence and natural disasters; and
- C. is:
 1. employed by a law enforcement agency;
 2. appointed as a police reserve officer (as described in I.C. 36-8-3-20) or as a special deputy (as described in I.C. 36-8-10-10.6) if the police reserve officer or special deputy:
 - a. is subject to the direction of the sheriff or appointing law enforcement agency;
 - b. is required to obey the rules and orders of the sheriff's department or appointing law enforcement agency;
 - c. is required to complete all training required of regular full-time law enforcement officers employed by the sheriff's department or ~~appointed~~ appointing law enforcement agency; and
 - d. may be removed by the sheriff or ~~appointed~~ appointing law enforcement agency at any time, with or without cause; or
 3. a school corporation police officer appointed under I.C. 20-26-16-3.

The term does not include a law enforcement officer who is assigned to a school to provide security outside a school building for protection from outside threats, traffic duty, or other duties not consistent with the duties of a school resource officer.

Before being appointed as a school resource officer, an individual must have successfully completed the minimum training requirements established for law enforcement officers under I.C. 5-2-1-9.

The law enforcement officer appointed as a school resource officer must receive at least forty (40) hours of school resource officer training through:

- A. the Indiana ~~law enforcement training board~~ Law Enforcement Training Board established by I.C. 5-2-1-3;
- B. the National Association of School Resource Officers; or
- C. another school resource officer training program approved by the Indiana ~~law enforcement training board~~ Law Enforcement Training Board.

The school resource officer training must be completed within 180 days from the date the individual is initially assigned the duties of a school resource officer. However, if the current ADM of the Corporation is less than 1,000 students, the individual shall complete the school resource officer training within 365 days of the date the individual is initially assigned the duties of a school resource officer.

The training described above must include instruction regarding skills, tactics, and strategies necessary to address the special nature of:

- A. school campuses; and
- B. school building security needs and characteristics.

A school resource officer may be employed:

- A. through a contract between a local law enforcement agency and (1) the Corporation or (2) the Corporation and other school corporations or charter schools;
- B. by the Corporation or the Corporation and other school corporations or charter schools;
- C. by a local law enforcement agency that assigns the school resource officer to (1) the Corporation or (2) the Corporation and other school corporations or charter schools through a memorandum of understanding between the local law enforcement agency and the Corporation or the Corporation and other school corporations or charter schools; or
- D. through a contract between an Indiana business that employs persons who meet the qualifications of a school resource officer and (1) the Corporation or (2) the Corporation and other school corporations or charter schools.

~~After June 30, 2023, if~~ If the Corporation enters into a contract for a school resource officer, the Corporation must enter into a memorandum of understanding with the law enforcement agency that employs or appointed the law enforcement officer who will perform the duties of a school resource officer unless the Corporation only has full-time school resource officers who are either employees of the Corporation's school police department or are employees of the Corporation who have successfully completed the law enforcement basic training requirements described in I.C. 5-2-1-9(d).

The memorandum of understanding described above for the employment of a school resource officer must state the nature and scope of a school resource officer's duties and responsibilities. A school resource officer's duties and responsibilities include the duty to assist the Corporation's school safety specialist and Safe School Committee with the development and implementation of a school safety ~~plan plans that does the following:~~

- ~~A. Protects against outside threats to the physical safety of students.~~
- ~~B. Prevents unauthorized access to school property.~~
- ~~C. Secures schools against violence and natural disasters.~~
- ~~D. On or before July 1, 2020, identifies the location of bleeding control kits (as defined in I.C. 20-34-3-24(a)).~~

A school resource officer shall consult with local law enforcement officials and first responders when assisting the Corporation's school safety specialist and safe school committee in the development of the school safety plan.

A school resource officer shall participate in the development of programs designed to identify, assess, and provide assistance to ~~troubled~~ youth who are at high risk of experiencing a mental health crisis or becoming juvenile offenders.

A school resource officer shall not be reassigned to other duties by the Corporation.

A school resource officer may:

- A. make an arrest;
- B. conduct a search or a seizure of a person or property using the reasonable suspicion standard;
- C. carry a firearm on or off school property; and
- D. exercise other police powers with respect to the enforcement of Indiana laws.

A school resource officer has jurisdiction in every county where the Corporation operates a school or where the Corporation's students reside. This does not restrict the jurisdiction that a school resource officer may possess due to the officer's employment by a law enforcement agency.

The Corporation shall report all instances ~~of~~ of:

- A. seclusion (as defined in I.C. 20-20-40-9);
- B. chemical restraint (as defined in I.C. 20-20-40-2);
- C. mechanical restraint (as defined in I.C. 20-20-40-4); and
- D. physical restraint (as defined in I.C. 20-20-40-5)

involving a school resource officer in accordance with the restraint and seclusion plan adopted by the Corporation under I.C. 20-20-40-14.

Security Police Training

In the case of a regular or special police officer who is assigned as a security police officer for the Corporation, the Board shall require that the police officer receives training and education, approved by the State Board of Education, that will enable the police officer to appropriately deal with individuals with Autism and Asperger's Syndrome.

Mental or Behavioral Health Services

The Corporation shall enter into a memorandum of understanding (MOU) with a community mental health center established under State law or a provider certified or licensed by the State to provide appropriate and necessary mental or behavioral health services to students.

The Corporation ~~may~~ shall not refer a student to a mental health care provider or community mental health center for services unless the Corporation has received the written consent of the student's parent or guardian. If a referral is made, the Corporation may note the referral in the student's cumulative record but shall not include any possible diagnosis or information concerning the student's mental health other than any medication that the student takes for ~~his/her~~ their mental health. A student's record that contains medical information shall be kept confidential. A school counselor or other Corporation employee ~~may~~ shall not diagnose a student as having a mental health condition unless ~~his/her~~ their scope of practice includes diagnosing a mental health condition.

Prior to providing any referrals under a MOU, the Corporation ~~must~~ shall:

- A. Develop a process for a teacher or Corporation employee to notify a school official to contact a student's parent if the student demonstrates a repeated pattern of aberrant or abnormal behavior. The parental notification process ~~must~~ shall include a conference with the school, student, and the student's parent;
- B. Require that the aforementioned conference address the student's potential need for and benefit from:

1. mental or behavioral health services; or
 2. mental or behavioral health services provided by the community mental health center or appropriate provider that is contracted and paid for by the Corporation;
- C. Establish a procedure for a parent who chooses to seek services for the student to follow that includes granting written parental consent for the student to receive mental or behavioral health services by a community mental health center or appropriate provider; and
- D. Protect the confidentiality of any medical records that result from a student's participation in any treatment described in subpart B above. ~~and adopt a policy that prohibits the Corporation from:~~
1. ~~sharing any reports or notes resulting from the provision of mental or behavioral health services described in subpart B.1 above with other school officials; and~~
 2. ~~maintaining any reports, notes, diagnosis, or appointments that result from a student's participation in any treatment described in B.1 or B.2 above in the student's permanent educational file. (See Policy 8330 – Student Records)~~

The Corporation is prohibited from:

- A. sharing any reports or notes resulting from the provision of mental or behavioral health services described in subpart B.1 above with other school officials; and
- B. maintaining any reports, notes, diagnosis, or appointments that result from a student's participation in any treatment described in B.1 or B.2 above in the student's permanent educational file. (See Policy 8330 - Student Records).

Threat Assessment

The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. This policy is designed to be consistent with the process for identifying, assessing, and managing students who may pose a threat as set forth in the joint U.S. Secret Service and Department of Homeland Security publication, Enhancing School Safety Using a Threat Assessment Model: An Operational Guide for Preventing Targeted School Violence. The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed.

The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each Team shall be headed by the Principal and include: a school safety specialist, school counselor or guidance counselor, individual with expertise in special education, and, where appropriate, the School Resource Officer. At the discretion of the Superintendent, a threat assessment team may serve more than one (1) school when logistics and staff assignments require.

The Team will meet as needed and when the Principal learns a student has made a threat of violence or engages in communications or behaviors that suggest the likelihood of a threatening situation.

The Team is empowered to gather information, evaluate facts, and make a determination as to whether a given student poses a threat of violence to a target. If an inquiry indicates that there is a risk of violence in a specific situation, the Team may collaborate with others to develop and implement a written plan to manage or reduce the threat posed by the student in that situation.

Corporation employees, volunteers, and other school community members, including students and parents, shall immediately report to the Superintendent or Principal any expression of intent to harm another person or other statement or behaviors that suggest a student may intend to commit an act of violence.

Nothing in this policy overrides or replaces an individual's responsibility to contact 911 in an emergency.

Regardless of threat assessment activities or protocols, disciplinary action and referral to law enforcement shall occur as required by State law and Board policy.

Threat assessment team members shall maintain student confidentiality at all times as required by Board Policy 8330 - Student Records and State and Federal law.

Persistently Dangerous Schools

The Board recognizes that State and Federal law requires that the Corporation report annually incidents ~~which~~ that meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. It is further understood that the State Department of Education will then use this data to determine whether or not a school is considered 'persistently dangerous' as defined by State policy.

Pursuant to the Board's stated intent to provide a safe school environment, the Corporation's school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceeds the threshold number established in State policy, the Superintendent shall refer this to the *Safe School Committee* for the Corporation, or if none, to the Safe School Committee of the school with the largest number of violent criminal offenses so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

When developed, the Superintendent shall make a report to the Board about this plan of corrective action and recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, students attending the school shall have the choice option as provided in Policy 5113.02 - School Transfer Options and AG 5113.02 - School Transfer Options.

In addition, the Superintendent shall meet with the *Safe School Committee* of each school identified as persistently dangerous to discuss the school's designation as a persistently dangerous school, and develop a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State law, the parents of the eligible student shall have the choice options provided by Policy 5113.02 - School Transfer Options and AG 5113.02 - School Transfer Options.

Bleeding Control Kits

A 'bleeding control kit' means a first aid response kit that contains at least the following:

- A. One (1) tourniquet endorsed by the Committee on Tactical Combat Casualty Care.
- B. A compression bandage.
- C. A bleeding control bandage.
- D. Protective gloves and a permanent marker.
- E. Scissors.
- F. Instructional documents developed by the Stop the Bleed national awareness campaign of the United States Department of Homeland Security or the American College of Surgeons Committee on Trauma, or both.
- G. Other medical materials and equipment similar to those described in subdivisions (A) through (C), and any additional items that:
 - 1. are approved by local law enforcement or first responders;
 - 2. can adequately treat a traumatic injury; and
 - 3. can be stored in a readily available kit.

Each school year subject to either:

- A. an appropriation by the general assembly; or
- B. the Corporation receiving sufficient bleeding control kits for each school in the Corporation from:
 - 1. donations from individuals or entities; or
 - 2. gifts necessary to purchase the bleeding control kits.

The Corporation shall develop and implement a Stop the Bleed program that meets the requirements set forth in I.C. 20-34-3-24(c), namely:

- A. requires bleeding control kits be assigned to designated rooms in easily accessible locations to be determined by local first responders or the school safety specialist;
- B. includes bleeding control kits in the emergency plans of the school corporation or charter school, including the presentation and use of the bleeding control kits in all drills and emergencies;
- C. provides that all Corporation schools have a minimum of five (5) individuals in each school building who obtain appropriate training in the use of the bleeding control kit including:
 - 1. the proper application of pressure to stop bleeding;
 - 2. the application of dressings or bandages;
 - 3. additional pressure techniques to control bleeding; and
 - 4. the correct application of tourniquets;
- D. requires bleeding control kits in school inventories to be inspected annually to ensure that the materials, supplies, and equipment contained in the bleeding control kits are not expired and that any expired materials, supplies, and equipment are replaced as necessary; and
- E. requires a bleeding control kit to be restocked after each use and any materials, supplies, and equipment to be replaced as necessary to ensure that the bleeding control kit contains all necessary materials, supplies, and equipment.

The Corporation's Stop the Bleed program must include each school in the Corporation.

I.C. 5-2-1-3
 I.C. 5-2-1-9
 I.C. 5-2-1-9(d)
 I.C. 10-21-1-3
 I.C. 10-21-1-9 School Safety Specialist
 I.C. 10-21-1-10 School Safety Plan
 I.C. 10-21-1-11 Executive Sessions for School Safety
 I.C. 10-21-1-12
 I.C. 10-21-1-14 Safe School Committee
~~I.C. 20-21-1-9 School Safety Specialist~~
~~I.C. 10-21-1-10 School Safety Plan~~
~~I.C. 21-1-11 Executive Sessions for School Safety~~
 I.C. 20-20-40 Restraining and Seclusion Commission
 I.C. 20-26-5-31
 I.C. 20-26-5-42.7
 I.C. 20-26-16
 I.C. 20-26-16-3
 I.C. 20-26-18.2
 I.C. 20-30-5-11
 I.C. 20-34-3-20
 I.C. 20-34-3-21
 I.C. 20-34-3-24
 I.C. 36-8-3-20

I.C. 36-8-10-10.6

20 U.S.C. 7101 et seq., The Safe and Drug-Free Schools and Communities Act (Title IV, Part A of the Elementary and Secondary Education Act)

Title IX, Section 9532 of the No Child Left Behind Act of 2001

511 IAC 4-1.5-7 Crisis intervention plans

511 IAC 6.1-2-2.5 Safe schools and emergency preparedness planning

513 IAC 1 Seclusion and Restraint in Schools

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Legal

I.C. 5-2-1-3

I.C. 5-2-1-9

I.C. 5-2-1-9(d)

I.C. 10-21-1-3

I.C. 10-21-1-9 School Safety Specialist

I.C. 10-21-1-10 School Safety Plan

I.C. 10-21-1-11 Executive Sessions for School Safety

I.C. 10-21-1-12

I.C. 10-21-1-14 Safe School Committee

I.C. 20-20-40 Restraining and Seclusion Commission

I.C. 20-26-5-31

I.C. 20-26-5-42.7

I.C. 20-26-16

I.C. 20-26-16-3

I.C. 20-26-18.2

I.C. 20-30-5-11

I.C. 20-34-3-20

I.C. 20-34-3-21

I.C. 20-34-3-24

I.C. 36-8-3-20

I.C. 36-8-10-10.6

20 U.S.C. 7101 et seq., The Safe and Drug-Free Schools and Communities Act (Title IV, Part A of the Elementary and Secondary Education Act)

Title IX, Section 9532 of the No Child Left Behind Act of 2001

511 IAC 4-1.5-7 Crisis intervention plans

511 IAC 6.1-2-2.5 Safe schools and emergency preparedness planning

513 IAC 1 Seclusion and Restraint in Schools

promotions, approvals, or recommendations

3. Employees, officers ~~(that is, all members of the Board)~~, or agents, and Board members shall not make use of materials, equipment, or facilities of the Corporation in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
4. ~~Employees, officers (that is, all members of the Board), and agents shall not solicit gifts, travel packages, and other incentives from prospective contractors.~~ Employees, officers, agents, and Board members of the Corporation may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.
5. ~~Employees, officers (that is, all members of the Board), and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee, officer (that is, any member of the Board), or agent has a pecuniary interest or from which the dependent derives a profit. "Dependent" includes the employee's spouse; unemancipated child, stepchild or adopted child under the age of eighteen (18); or individual for whom the employee, officer (that is, any member of the Board), or agent provides more than one half (1/2) of the individual's support during a year. A "pecuniary interest" means an interest in a contract or purchase that will result or is intended to result in an ascertainable increase in the income or net worth of the employee, officer (that is, any member of the Board), or agent or the employee's, officer's (that is, any member of the Board), or agent's dependent who is under the direct or indirect administrative control of the employee, officer, or agent or who receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the employee, officer (that is, any member of the Board), or agent. No employee, officer, agent, or Board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or Board member, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.~~

This includes contracts between the Corporation and an entity in which the individual has a pecuniary interest, as defined in I.C. 35-44.1-4(a)(3), or from which the individual derives a profit, or in which a dependent, as defined in I.C. 35-44.1-4(a)(1), of the individual has a pecuniary interest or derives a profit.

- B. No conflict of interest will be deemed to be present if the ~~Corporation employee's, officer's (that is, any member of the Board), or agent's~~ individual's interest in the contract or purchase and all other contracts and purchases made by the Corporation during the twelve (12) months before the date of the contract or purchase was less than \$250 ~~or less~~.
- C. Should exceptions to this policy be necessary in order to provide mandatory services through a private relationship to students or clients of the Corporation, all such exceptions will be made known to the ~~employee's~~ individual's supervisor, or to the School Board if there is no supervisor, and will be disclosed to the Superintendent **before** entering into any private relationship.
- D. To the extent that the Corporation has a parent, ~~affiliate~~ affiliate, or subsidiary organization that is not a State, local ~~government~~ government, or Indian tribe, the Corporation may not conduct a procurement action involving the parent, ~~affiliate~~ affiliate, or subsidiary organization if the Corporation is unable, or appears to be unable, to be impartial.
- E. Employees, officers, ~~and~~ agents, and Board members must disclose any potential conflict of interest ~~which~~ that may lead to a violation of this policy to the Corporation. Upon discovery or notification of any potential conflict of interest, the Corporation will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

~~The Corporation also will disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.~~ The Corporation will promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity. The Corporation is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200.

F. Employees, officers, ~~and~~ agents, and Board members found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, as permitted by applicable Board policy.

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I.C. 20-26-3-4

I.C. 20-26-5-4

I.C. 35-44.1-1-1, 35-44.1-1-2, 35-44.1-1-4, 35-44.1-1-5

2 C.F.R. 200.112, 200.113, 200.318

7 C.F.R. 3016.36(b)(3) and 3019.42

F. Employees, ~~officers and~~ officers, agents, and Board members found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, as permitted by applicable Board policy.

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I.C. 20-26-3-4

I.C. 20-26-5-4

I.C. 35-44.1-1-1, 35-44.1-1-2, 35-44.1-1-4, 35-44.1-1-5

2 C.F.R. 200.112, 200.113, 200.318

7 C.F.R. 3016.36(b)(3) and 3019.42