

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



AGENDA REGULAR SCHOOL BOARD MEETING THURSDAY, DECEMBER 12, 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. **CONSENT AGENDA** – Dr. Schmidt
 - A. Personnel Report
 - B. Board Minutes, 11.14.24 Regular Board Meeting
 - C. Payroll and Claim Dockets

Motion_____ **Second**_____
5. **FINANCIAL REPORT** – Mrs. Kathleen Smith
 - A. Financial Report
 - B. Fund Report
 - C. Monthly Fund Transfer Reports
6. **PROJECT HEARING & 2ND PRELIMINARY DETERMINATION HEARING, “HIGH SCHOOL PROJECT”**
 - A. Welcome
 - B. Statement of Purpose of Hearing
 - C. Educational Need for the Project
 - D. Overview of Project to Meet the Education Needs, Cost & Timing
 - E. Financial Impact of Project
 - F. Public Comment
 - G. Board Consideration and Adoption of Project Resolution #1224-313

Motion_____ **Second**_____

 - H. Board Consideration and Adoption of Preliminary Determination Resolution #1224-314

Motion_____ **Second**_____

 - I. Board Consideration and Adoption of Reimbursement Resolution #1224-315

Motion_____ **Second**_____
7. **BUSINESS**
 - A. **Approve Construction Management Services with The Skillman Corporation** – Dr. Schmidt / Scott Cherry

Motion_____ **Second**_____

B. **PLE Project Update** – Gibraltar Design, Kris Kingery

C. **Approve Overnight Field Trips** – Dr. Schmidt

Motion _____ **Second** _____

D. **Approve Fundraisers** – Dr. Schmidt

Motion _____ **Second** _____

E. **Contract Considerations** – Dr. Schmidt

Motion _____ **Second** _____

F. **Accept Donations** – Dr. Schmidt

Motion _____ **Second** _____

G. **Approve BGHS Campus Improvements Project Change Order #003** - Dr. Schmidt

Motion _____ **Second** _____

H. **Approve Teacher Appreciation Grant (TAG)** – Dr. Schmidt

Motion _____ **Second** _____

I. **Approve Revisions to Internal Controls Manual** – Mrs. Smith

Motion _____ **Second** _____

J. **Board Consideration and Adoption of Fund Balance Transfer Resolution #1224-316** – Mrs. Smith

Motion _____ **Second** _____

K. **Approve the 2nd Reading and Adoption 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

10. ADJOURNMENT

Motion_____Second_____



Porter Township School Corporation
School Board Meeting
December 12, 2024
Personnel Report Page 1 of 1

Appointments

Certified

Classified

Extra-Curricular

Position Change

Certified

Leaves

Classified

Resignations

Certified

Classified

Name	Position	Location	Effective Date
Allen, Carlie	Temporary Homebound Instructor	BGMS	Beginning 12/2/2024
Fasel, Tinley	Spec Ed Resource Room Teacher	PLE	11/25/2024
Smith, Nicole	Cafeteria Floater	PTSC	12/2/2024
Borys, Joe	Girls Wrestling Assistant, Volunteer	BGHS	2024-2025 School Year
Kraus, Kevin	Bowling Assistant Coach, Volunteer	BGHS	2024-2025 School Year
Saunders, Ron	Varsity Softball Head Coach	BGHS	2024-2025 School Year
Williams, Karen	Social Studies Academic Team Head Coach	BGMS	2024-2025 School Year
Wotherspoon, Kelley	Move to 1/2 time Applied Skills Teacher	PLE	12/4/2024
Brandy, Diane	Custodian	PLE	11/18/24 (.5 unpaid day)
Peterson, Shana	5th Grade Teacher	BGMS	Last Day 12/20/2024
Neely Windsor, Holly	Teacher's Aide	PLE	12/13/2024

Minutes of the Regular School Board Meeting, Porter Township School Corporation Board of School Trustees
November 14, 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, Eric McGinty, Mary Harlow, Lilann Sgouros, and Jeannette Skibbie

Board Members Absent: None

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. 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

Dr. Wargo opened the public hearing. No one signed up for public comment

E. Adopt Resolution 1124-309 – Authorizing the Execution of the Lease

A motion to adopt resolution 1124-309 was made by Eric McGinty, seconded by Mary Harlow. There was no discussion and the motion carried 5-0.

F. Adopt Resolution 1124-310 – Additional Appropriation

A motion to adopt resolution 1124-310 was made by Lilann Sgouros, seconded by Jeannette Skibbie. There was no discussion and the motion carried 5-0.

G. Adopt Resolution 1124-311 – Assigning Construction Bids to the Building Corporation

A motion to adopt resolution 1124-311 was made by Mary Harlow, seconded by Eric McGinty. There was no discussion and the motion carried 5-0.

H. Adopt Resolution 1124-312 – Approving the Third Supplement to Master Continuing Disclosure Undertaking

A motion to adopt resolution 1124-312 was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 5-0.

I. Close Public Hearing

Dr. Wargo closed the public hearing.

5. CONSENT AGENDA – Dr. Schmidt

A. Personnel Report

B. Board Minutes, 10.10.24 Regular Board 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:

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
Clemens, Jade	Special Ed Teacher	BGE	2/25/25 through end of school year

Leaves*Certified*

Resignations <i>Extra-Curricular</i> Rate Adjustment <i>Classified</i>	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

A motion to approve the Consent Agenda was made by Mary Harlow, seconded by Lilann Sgouros. There was no discussion and the motion carried 5-0.

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

After reviewing the terms of agreement last month, it is time for approval. A motion to approve the CBA was made by Eric McGinty, seconded by Mary Harlow. There was no discussion and the motion carried 5-0.

B. Approve Fundraisers – Dr. Schmidt

Dr. Schmidt recommended approval of numerous fundraisers, as presented in the board packet. A motion to approve fundraisers was made by Jeannette Skibbie, seconded by Lilann Sgouros. There was no discussion and the motion carried 5-0.

C. Contract Considerations – Dr. Schmidt

Dr. Schmidt recommended approval of contracts with Crowe, LLC, Indiana ESC Food Co-op, Patriot Engineering, and Sandy Hook Promise. A motion to approve these contracts was made by Mary Harlow, seconded by Eric McGinty. There was no discussion and the motion carried 5-0.

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

Mr. Parrish recommended approval of the first reading of the above-mentioned board policy revisions, keeping us up to date with state law. A motion to approve this first reading was made by Lilann Sgouros, seconded by Mary Harlow. There was no discussion and the motion carried 5-0.

8. ASSISTANT SUPERINTENDENT REPORT – Mr. Parrish

Mr. Parrish provided updates from each building:

BGHS – Congrats to Mrs. May earning October Teacher of the Month! Drama Club’s production of A Midsummer Night’s Dream kicks off this weekend. Girls’ basketball started last week and celebrated with a win over Hebron. BG Girls Wrestling hosts their inaugural meet this evening – good luck! The Natural Helpers’ overnight retreat was a great success and experience for our students.

BGMS – Veteran’s Day program had a huge turnout – thankful to all veterans for their service, our guest speaker, Mr. Sabo, as well as Mrs. Garcia and NJHS students who helped.

BGE – They celebrated their students of the month, who showcased “integrity”. Their food drive has been a huge success thus far!

PLE – Trunk-or-treat raised over \$1,000 for NWI No Child Hungry

9. SUPERINTENDENT REPORT – Dr. Schmidt

Dr. Schmidt shared highlights from her trip with Mr. Donnell and Mrs. Vander Laan to Washington D.C. to celebrate Porter Lakes Elementary’s National Blue Ribbon Schools award. They followed up with a celebration at Porter Lakes with students and staff.

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

Dr. Schmidt discussed our plans for repairs and improvements at BGHS, including HVAC. We have worked hard to maintain our tax rate thanks to the board’s steady leadership. We are looking at selling bonds in early 2025 totaling about \$10.5M. Dr. Schmidt asked the board for permission to publish a Notice of Hearings so that next month we can continue these conversations. Eric McGinty made a motion to authorize publication, seconded by Jeannette Skibbie; the motion carried 5-0.

10. ADJOURNMENT

A motion to adjourn was made by Mary Harlow at 5:52 pm, seconded by Jeannette Skibbie. The motion carried 5-0.

Payroll Calc. Summary

Checkdate 11/20/2024 - 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, \$439,953.62, dated this 18th day of November 2024.

KBS

President -

Vice President -

Secretary -

Member -

Member -

Payroll Calc. Summary

Checkdate 11/20/2024 - All Runs - All Locations - All Pay Groups

Description	Certified	Classified	Total
Earnings			
Contract	\$307,050.31	\$20,353.38	\$327,403.69
Salary	\$0.00	\$12,569.71	\$12,569.71
Hourly	\$31.00	\$89,849.62	\$89,880.62
Daily	\$0.00	\$7,235.00	\$7,235.00
Extra Curr.	\$164.60	\$2,550.00	\$2,714.60
Other	\$150.00	\$0.00	\$150.00
Taxes			
Federal Wages	\$281,643.65	\$123,370.47	\$405,014.12
Federal Taxes	\$25,037.03	\$6,636.27	\$31,673.30
Social Security Wages	\$294,408.05	\$126,073.27	\$420,481.32
Social Security	\$18,253.34	\$7,816.51	\$26,069.85
Medicare Wages	\$294,408.05	\$126,073.27	\$420,481.32
Medicare	\$4,268.92	\$1,828.14	\$6,097.06
State & County Wages	\$281,643.65	\$123,370.47	\$405,014.12
State (IN)	\$8,500.95	\$3,697.17	\$12,198.12
County	\$2,056.57	\$1,028.65	\$3,085.22
Employee Ret. Wages & Deductions			
Corp-Paid Ret. Wages & Benefits			
TRF - TRF Pre 1996 Wages	\$21,272.72	\$0.00	\$21,272.72
TRF - TRF Pre 1996 Brd. Benefit	\$638.19	\$0.00	\$638.19
TRF - TRF Post 1996 Wages	\$260,449.44	\$0.00	\$260,449.44
TRF - TRF Post 1996 Brd. Benefit	\$7,813.52	\$0.00	\$7,813.52
TRF - TRF My Choice Wages	\$25,328.15	\$0.00	\$25,328.15
TRF - TRF My Choice Brd. Benefit	\$759.87	\$0.00	\$759.87
Pre-Tax Deductions			
Ann - VALIC 403B	\$1,498.69	\$396.25	\$1,894.94
Ann - AMERICAN FUNDS 403B01.09	\$10,475.71	\$2,084.96	\$12,560.67
Ann - PACIFIC LIFE 403B01.09	\$790.00	\$221.59	\$1,011.59
Misc. Ded. - MEDICAL 1	\$4,910.12	\$2,196.61	\$7,106.73
Misc. Ded. - MEDICAL 2	\$8,112.23	\$2,802.00	\$10,914.23
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	\$1,739.12	\$542.33	\$2,281.45
Misc. Ded. - DENTAL S125	\$723.59	\$268.83	\$992.42
** Pre-Tax Deduction Totals **	\$30,243.63	\$9,626.86	\$39,870.49
Post-Tax Deductions			
Ann - SEC BENEFIT ROTH 403B	\$1,301.97	\$1,784.08	\$3,086.05
Misc. Ded. - AMFID NOT 125	\$1,261.46	\$432.91	\$1,694.37
Misc. Ded. - TEXAS LIFE	\$841.21	\$713.44	\$1,554.65
Misc. Ded. - EDUCATION FOUNDATION of PTSC	\$88.50	\$3.00	\$91.50
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 **	\$3,861.48	\$3,455.24	\$7,316.72
Board-Paid Benefits			
Ann - NC MATCH VALIC 401A	\$0.00	\$691.01	\$691.01
Ann - ADMN 3% VALIC 401A	\$706.35	\$0.00	\$706.35
Ann - ADMN 6% VALIC 401A	\$1,170.90	\$680.31	\$1,851.21
Ann - ADMN 9% VALIC 401A	\$0.00	\$1,514.92	\$1,514.92
Ann - ADMN 13% VALIC 401A	\$786.20	\$0.00	\$786.20
Misc. Ded. - MEDICAL 1	\$19,640.48	\$8,734.67	\$28,375.15
Misc. Ded. - MEDICAL 2	\$44,482.05	\$17,540.95	\$62,023.00
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	\$2,052.19	\$357.10	\$2,409.29
Misc. Ded. - DENTAL S125	\$3,532.50	\$1,405.86	\$4,938.36
Misc. Ded. - LIFE CORP PAID	\$1,224.34	\$311.87	\$1,536.21
Ret. - TRF - 003	\$638.19	\$0.00	\$638.19
Ret. - TRF - 004	\$7,813.52	\$0.00	\$7,813.52
Ret. - TRF - 008	\$759.87	\$0.00	\$759.87
** Board-Paid Benefit Totals **	\$85,251.63	\$31,236.69	\$116,488.32

Payroll Calc. Summary

Checkdate 11/20/2024 - All Runs - All Locations - All Pay Groups

Description	Certified	Classified	Total
Taxable Fringe			
Fringe - LIFE INS FRINGE > 50K	\$4,491.37	\$439.62	\$4,930.99
** Taxable Fringe Totals **	\$4,491.37	\$439.62	\$4,930.99
Absences			
PROF LV - Days Used	18.00	3.00	21.00
PERS - Days Used	8.50	10.50	19.00
SICK - Days Used	39.00	53.00	92.00
VAC - Days Used	0	5.00	5.00
FAM ILL - Days Used	6.00	0	6.00
PD MTRNT - Days Used	10.00	0	10.00
FUNERAL - Days Used	0	7.50	7.50
NO PAY - Days Used	0	28.00	28.00
NO TEACH - Days Used	0	11.00	11.00
Employees Summary			
Employees	110	120	230
Earnings	\$307,395.91	\$132,557.71	\$439,953.62
Lost Pay	\$0.00	\$0.00	\$0.00
Gross Pay	\$307,395.91	\$132,557.71	\$439,953.62
Taxes	\$58,116.81	\$21,006.74	\$79,123.55
Annuities	\$14,066.37	\$4,486.88	\$18,553.25
Miscellaneous Deductions	\$19,670.40	\$8,073.41	\$27,743.81
Total Garnishments	\$368.34	\$521.81	\$890.15
Retirement	\$0.00	\$0.00	\$0.00
Net Pay	\$215,173.99	\$98,468.87	\$313,642.86

Payroll Calc. Summary

Checkdate 12/05/2024 - 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, \$442,918.27, dated this 3rd day of December 2024.

✓ KBB

President -

Vice President -

Secretary -

Member -

Member -

Payroll Calc. Summary

Checkdate 12/05/2024 - All Runs - All Locations - All Pay Groups

Description	Certified	Classified	Total
Earnings			
Contract	\$288,061.62	\$23,695.88	\$311,757.50
Salary	\$0.00	\$12,569.71	\$12,569.71
Hourly	\$124.00	\$91,317.46	\$91,441.46
Daily	\$0.00	\$3,560.00	\$3,560.00
Extra Curr.	\$11,024.60	\$11,850.00	\$22,874.60
Other	\$715.00	\$0.00	\$715.00
Taxes			
Federal Wages	\$269,452.72	\$133,317.80	\$402,770.52
Federal Taxes	\$22,544.48	\$6,359.29	\$28,903.77
Social Security Wages	\$282,148.50	\$136,068.99	\$418,217.49
Social Security	\$17,493.19	\$8,436.24	\$25,929.43
Medicare Wages	\$282,148.50	\$136,068.99	\$418,217.49
Medicare	\$4,091.17	\$1,973.01	\$6,064.18
State & County Wages	\$269,452.72	\$133,317.80	\$402,770.52
State (IN)	\$7,925.29	\$3,649.70	\$11,574.99
County	\$1,917.51	\$1,009.28	\$2,926.79
Employee Ret. Wages & Deductions			
Corp-Paid Ret. Wages & Benefits			
TRF - TRF Pre 1996 Wages	\$20,265.22	\$0.00	\$20,265.22
TRF - TRF Pre 1996 Brd. Benefit	\$607.95	\$0.00	\$607.95
TRF - TRF Post 1996 Wages	\$244,113.90	\$0.00	\$244,113.90
TRF - TRF Post 1996 Brd. Benefit	\$7,323.40	\$0.00	\$7,323.40
TRF - TRF My Choice Wages	\$23,682.50	\$0.00	\$23,682.50
TRF - TRF My Choice Brd. Benefit	\$710.47	\$0.00	\$710.47
Pre-Tax Deductions			
Ann - VALIC 403B	\$1,482.44	\$379.91	\$1,862.35
Ann - AMERICAN FUNDS 403B01.09	\$10,423.34	\$2,140.31	\$12,563.65
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	\$8,200.33	\$2,802.00	\$11,002.33
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	\$1,961.34	\$542.33	\$2,503.67
Misc. Ded. - DENTAL S125	\$727.69	\$268.83	\$996.52
** Pre-Tax Deduction Totals **	\$30,489.43	\$9,675.25	\$40,164.68
Post-Tax Deductions			
Ann - SEC BENEFIT ROTH 403B	\$1,278.77	\$1,847.58	\$3,126.35
Misc. Ded. - AMFID NOT 125	\$1,308.86	\$432.91	\$1,741.77
Misc. Ded. - TEXAS LIFE	\$841.21	\$713.44	\$1,554.65
Misc. Ded. - ED.F.PASS-THROUGH	\$35.50	\$3.00	\$38.50
Misc. Ded. - EDUCATION FOUNDATION of PTSC	\$85.00	\$3.00	\$88.00
Misc. Ded. - SUPPLEMENTAL LIFE INSURANCE	\$248.74	\$54.09	\$302.83
Misc. Ded. - \$1 LIFE INSURANCE	\$107.00	\$48.00	\$155.00
Garn. - IND ST CENTRAL COLLECTION UNIT	\$368.34	\$0.00	\$368.34
Garn. - INSCCU-ASFE FEE	\$0.00	\$54.17	\$54.17
Garn. - CLERK PORTER SUPERIOR COURT	\$0.00	\$313.06	\$313.06
Garn. - CHICAGO CHAPTER 13 TRUSTEE	\$0.00	\$467.64	\$467.64
** Post-Tax Deduction Totals **	\$4,273.42	\$3,936.89	\$8,210.31
Board-Paid Benefits			
Ann - NC MATCH VALIC 401A	\$0.00	\$707.20	\$707.20
Ann - ADMN 3% VALIC 401A	\$651.04	\$0.00	\$651.04
Ann - ADMN 6% VALIC 401A	\$1,110.45	\$662.76	\$1,773.21
Ann - ADMN 9% VALIC 401A	\$0.00	\$1,392.07	\$1,392.07
Ann - ADMN 13% VALIC 401A	\$748.17	\$0.00	\$748.17
Misc. Ded. - MEDICAL 1	\$19,640.48	\$8,734.67	\$28,375.15
Misc. Ded. - MEDICAL 2	\$44,586.34	\$17,540.95	\$62,127.29
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	\$3,535.74	\$1,405.86	\$4,941.60
Misc. Ded. - LIFE CORP PAID	\$0.00	\$93.60	\$93.60
Ret. - TRF - 003	\$607.95	\$0.00	\$607.95
Ret. - TRF - 004	\$7,323.40	\$0.00	\$7,323.40

Payroll Calc. Summary

Checkdate 12/05/2024 - All Runs - All Locations - All Pay Groups

Description	Certified	Classified	Total
Ret. - TRF - 008	\$710.47	\$0.00	\$710.47
** Board-Paid Benefit Totals **	\$81,359.08	\$30,537.11	\$111,896.19
Taxable Fringe			
Fringe - LIFE INS FRINGE > 50K	\$16.93	\$0.00	\$16.93
** Taxable Fringe Totals **	\$16.93	\$0.00	\$16.93
Absences			
SICK - Days Used	41.50	44.50	86.00
PROF LV - Days Used	1.50	6.00	7.50
PERS - Days Used	7.00	1.00	8.00
FAM ILL - Days Used	5.50	1.00	6.50
VAC - Days Used	0	2.50	2.50
FUNERAL - Days Used	2.50	11.00	13.50
NO PAY - Days Used	0	11.50	11.50
NO TEACH - Days Used	0	11.00	11.00
Employees Summary			
Employees	110	126	236
Earnings	\$299,925.22	\$142,993.05	\$442,918.27
Lost Pay	\$0.00	\$0.00	\$0.00
Gross Pay	\$299,925.22	\$142,993.05	\$442,918.27
Taxes	\$53,971.64	\$21,427.52	\$75,399.16
Annuities	\$13,974.55	\$4,598.77	\$18,573.32
Miscellaneous Deductions	\$20,419.96	\$8,178.50	\$28,598.46
Total Garnishments	\$368.34	\$834.87	\$1,203.21
Retirement	\$0.00	\$0.00	\$0.00
Net Pay	\$211,190.73	\$107,953.39	\$319,144.12

12/06/2024	Sequenced by Date		PORTER TOWNSHIP SCHOOL CORPORATION				Date Range: 11/13/2024 - 12/27/2024		Pg. 1	
08:51 AM	Acct. Types: All Types		Accounts Payable Voucher Register				Vouchers: 678839 - 678979		v1.0.0.0	
	User: All Users		Bank: All Banks				Between Board: Included		Epay Status: Any Status	
Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
11/13/2024	Y	678839	706	GORDON FOOD SERVICE, INC.	0800	\$6,571.13	\$6,571.13	69811	1	PTSC FOOD PURCHASES
11/14/2024	Y	678840	9973	Sara Hill	8400	\$30.00	\$30.00	2549	4	CAFE REFUND TRAVIS BAHRET
11/14/2024	Y	678841	9974	Katie Jeffries	8400	\$138.55	\$138.55	2550	4	CAFE REFUND DREW JEFFRIES
11/19/2024	Y	678842	706	GORDON FOOD SERVICE, INC.	0800	\$7,165.17	\$7,165.17	69812	1	PTSC FOOD PURCHASES
11/20/2024		678843	9801	PORTER TOWNSHIP PAYROLL	0101	\$329,803.20		0	1	11.20.24 Update Salaries
11/20/2024		678843	9801	PORTER TOWNSHIP PAYROLL	0300	\$53,616.87		0	1	11.20.24 Update Salaries
11/20/2024		678843	9801	PORTER TOWNSHIP PAYROLL	0800	\$15,478.77		0	1	11.20.24 Update Salaries
11/20/2024		678843	9801	PORTER TOWNSHIP PAYROLL	1300	\$21,659.11		0	1	11.20.24 Update Salaries
11/20/2024		678843	9801	PORTER TOWNSHIP PAYROLL	2200	\$7,109.56		0	1	11.20.24 Update Salaries
11/20/2024		678843	9801	PORTER TOWNSHIP PAYROLL	2301	\$429.98		0	1	11.20.24 Update Salaries
11/20/2024		678843	9801	PORTER TOWNSHIP PAYROLL	3270	\$7,380.25		0	1	11.20.24 Update Salaries
11/20/2024		678843	9801	PORTER TOWNSHIP PAYROLL	4125	\$4,475.88	\$439,953.62	0	1	11.20.24 Update Salaries
11/20/2024	Y	678844	825	AMERICAN FIDELITY	*9452	\$7,951.64	\$7,951.64	69813	1	11.5.24 (SUMMERS)AM.FID.OTH
11/20/2024	Y	678845	9065	AMERICAN FUNDS	*9282	\$12,560.67	\$12,560.67	69814	1	11.20.24 AM.FUNDS
11/20/2024	Y	678846	9451	AMERICAN FIDELITY ASSURANCE	*9452	\$4,994.40	\$4,994.40	69815	1	11.5.24 AM.FID.CHILDCARE
11/20/2024	Y	678847	995	OFFICE OF THE STANDING TRUST	*9462	\$467.64	\$467.64	69816	1	11.20.24 GARNISH-WOOLEY
11/20/2024	Y	678848	9066	PACIFIC LIFE	*9282	\$1,011.59	\$1,011.59	69817	1	11.20.24 PAC. LIFE
11/20/2024	Y	678849	9877	PCCF - Education Foundation	*9300	\$183.00	\$183.00	69818	1	11.5.24 Ed.Found.of PTSC
11/20/2024	Y	678850	1500	SECURITY BENEFIT	*9282	\$3,086.05	\$3,086.05	69819	1	11.20.24 S.B.ROTH
11/20/2024	Y	678851	796	TEXAS LIFE	*9442	\$1,554.65	\$1,554.65	69820	1	11.20.24 TEXAS LIFE
11/20/2024	Y	678852	9691	VALIC	*9282	\$1,894.94	\$1,894.94	69821	1	11.20.24 EE PD 403B
11/20/2024	Y	678853	941	1ST SOURCE BANK	0101	\$24,172.63		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	0300	\$3,898.89		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	0800	\$1,184.58		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	1300	\$1,595.24		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	2200	\$529.62		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	2301	\$30.62		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	3270	\$545.47		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	4125	\$209.86		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	*9211	\$31,673.30		1	1	11.20.24 FICA
11/20/2024	Y	678853	941	1ST SOURCE BANK	*9221	\$32,166.91	\$96,007.12	1	1	11.20.24 FICA
11/20/2024	Y	678854	9230	INDIANA DEPT OF REVENUE	*9231	\$24,773.66	\$24,773.66	1	1	11.20.24 STATE TAX
11/20/2024	Y	678855	9240	INDIANA DEPT REVENUE	*9241	\$6,268.24	\$6,268.24	1	1	11.5.24 COUNTY TAX
11/20/2024	Y	678856	908	INDIANA STATE TEACHER RET.FD	0101	\$23,712.97		1	1	11.20.24 3% Post 95-TRF
11/20/2024	Y	678856	908	INDIANA STATE TEACHER RET.FD	0300	\$858.64		1	1	11.20.24 3% Post 95-TRF
11/20/2024	Y	678856	908	INDIANA STATE TEACHER RET.FD	1300	\$1,058.70		1	1	11.20.24 3% Post 95-TRF
11/20/2024	Y	678856	908	INDIANA STATE TEACHER RET.FD	2200	\$639.86		1	1	11.20.24 3% Post 95-TRF
11/20/2024	Y	678856	908	INDIANA STATE TEACHER RET.FD	4125	\$264.52	\$26,534.69	1	1	11.20.24 3% Post 95-TRF
11/20/2024	Y	678857	1591	INSCCU	*9462	\$422.51	\$422.51	1	1	11.20.24 GARNISH(WOOLEY)
11/20/2024	Y	678866	825	AMERICAN FIDELITY	*9452	\$269.62	\$269.62	69826	1	C.Hoard payment
11/22/2024	Y	678864	369	FRONTIER	0300	\$435.05	\$435.05	69824	1	ANNEX EMERGENCY LINE
11/22/2024	Y	678865	9910	BMO	6846	\$45.00	\$45.00	69825	1	CC PURCHASES, NOV
11/26/2024	Y	678867	706	GORDON FOOD SERVICE, INC.	0800	\$2,949.22	\$2,949.22	69827	1	PTSC FOOD PURCHASES
11/29/2024	Y	678858	2218	VISION SERVICE PLAN -(CT)	0101	\$1,912.93		69822	1	11.20.24 Brd. Pd. Vision
11/29/2024	Y	678858	2218	VISION SERVICE PLAN -(CT)	0300	\$304.30		69822	1	11.20.24 Brd. Pd. Vision
11/29/2024	Y	678858	2218	VISION SERVICE PLAN -(CT)	0800	\$28.64		69822	1	11.20.24 Brd. Pd. Vision
11/29/2024	Y	678858	2218	VISION SERVICE PLAN -(CT)	1300	\$64.00		69822	1	11.20.24 Brd. Pd. Vision
11/29/2024	Y	678858	2218	VISION SERVICE PLAN -(CT)	2200	\$70.78	\$2,380.65	69822	1	11.20.24 Brd. Pd. Vision
11/29/2024	Y	678859	9691	VALIC	0101	\$4,532.50		69823	1	11.5.24 BRD.PD.VALIC
11/29/2024	Y	678859	9691	VALIC	0300	\$5,364.17		69823	1	11.5.24 BRD.PD.VALIC

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User: All Users

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

Date Range: 11/13/2024 - 12/27/2024
Vouchers: 678839 - 678979
Between Board: Included

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Epay Status: Any Status

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
11/29/2024	Y	678859	9691	VALIC	0800	\$490.05		69823	1	11.5.24 BRD.PD.VALIC
11/29/2024	Y	678859	9691	VALIC	1300	\$189.15		69823	1	11.5.24 BRD.PD.VALIC
11/29/2024	Y	678859	9691	VALIC	2200	\$260.90		69823	1	11.5.24 BRD.PD.VALIC
11/29/2024	Y	678859	9691	VALIC	3270	\$270.00	\$11,106.77	69823	1	11.5.24 BRD.PD.VALIC
11/29/2024	Y	678860	1700	PORTER CO SCHOOL EMPL.INS TR	0101	\$1,348.03		1	1	LTD/December 24
11/29/2024	Y	678860	1700	PORTER CO SCHOOL EMPL.INS TR	0300	\$272.17		1	1	LTD/December 24
11/29/2024	Y	678860	1700	PORTER CO SCHOOL EMPL.INS TR	0800	\$13.11		1	1	LTD/December 24
11/29/2024	Y	678860	1700	PORTER CO SCHOOL EMPL.INS TR	1300	\$47.60		1	1	LTD/December 24
11/29/2024	Y	678860	1700	PORTER CO SCHOOL EMPL.INS TR	2200	\$33.75	\$1,714.66	1	1	LTD/December 24
11/29/2024	Y	678861	1700	PORTER CO SCHOOL EMPL.INS TR	0101	\$1,167.00		1	1	11.20.24 Brd. Pd. Life
11/29/2024	Y	678861	1700	PORTER CO SCHOOL EMPL.INS TR	0300	\$271.85		1	1	11.20.24 Brd. Pd. Life
11/29/2024	Y	678861	1700	PORTER CO SCHOOL EMPL.INS TR	0800	\$17.55		1	1	11.20.24 Brd. Pd. Life
11/29/2024	Y	678861	1700	PORTER CO SCHOOL EMPL.INS TR	1300	\$45.06		1	1	11.20.24 Brd. Pd. Life
11/29/2024	Y	678861	1700	PORTER CO SCHOOL EMPL.INS TR	2200	\$34.10		1	1	11.20.24 Brd. Pd. Life
11/29/2024	Y	678861	1700	PORTER CO SCHOOL EMPL.INS TR	3270	\$10.40		1	1	11.20.24 Brd. Pd. Life
11/29/2024	Y	678861	1700	PORTER CO SCHOOL EMPL.INS TR	*9270	\$207.75	\$1,753.71	1	1	11.20.24 Brd. Pd. Life
11/29/2024	Y	678862	1700	PORTER CO SCHOOL EMPL.INS TR	*9442	\$296.16	\$296.16	1	1	11.5.24 SUPPLEMENTAL LIFE
11/29/2024	Y	678863	1700	PORTER CO SCHOOL EMPL.INS TR	0101	\$148,283.65		1	1	11.20.24 Brd. Pd. Dental
11/29/2024	Y	678863	1700	PORTER CO SCHOOL EMPL.INS TR	0300	\$27,763.43		1	1	11.20.24 Brd. Pd. Dental
11/29/2024	Y	678863	1700	PORTER CO SCHOOL EMPL.INS TR	0800	\$2,615.34		1	1	11.20.24 Brd. Pd. Dental
11/29/2024	Y	678863	1700	PORTER CO SCHOOL EMPL.INS TR	1300	\$7,340.38		1	1	11.20.24 Brd. Pd. Dental
11/29/2024	Y	678863	1700	PORTER CO SCHOOL EMPL.INS TR	2200	\$3,155.86		1	1	11.20.24 Brd. Pd. Dental
11/29/2024	Y	678863	1700	PORTER CO SCHOOL EMPL.INS TR	3270	\$1,646.19		1	1	11.20.24 Brd. Pd. Dental
11/29/2024	Y	678863	1700	PORTER CO SCHOOL EMPL.INS TR	*9270	\$922.00		1	1	11.20.24 Brd. Pd. Dental
11/29/2024	Y	678863	1700	PORTER CO SCHOOL EMPL.INS TR	*9272	\$38,728.15	\$230,455.00	1	1	11.20.24 Brd. Pd. Dental
12/02/2024	Y	678868	2004	COMMUNITY UTILITIES OF INDIA	0300	\$1,765.28	\$1,765.28	69828	1	PLE WATER & WASTEWATER
12/03/2024	Y	678869	369	FRONTIER	0300	\$95.06	\$95.06	69829	1	CENTRAL ALARM LINE
12/04/2024	Y	678870	706	GORDON FOOD SERVICE, INC.	0800	\$6,062.62	\$6,062.62	69831	1	PTSC FOOD PURCHASES
12/04/2024	Y	678872	1637	PORTER TOWNSHIP SCHOOL CORP	8400	\$39,979.45	\$39,979.45	1	1	11.24 FS Patron Account Tra
12/05/2024	Y	678871	9801	PORTER TOWNSHIP PAYROLL	0101	\$329,120.51		0	1	12.5.24 Update Salaries
12/05/2024	Y	678871	9801	PORTER TOWNSHIP PAYROLL	0300	\$58,361.11		0	1	12.5.24 Update Salaries
12/05/2024	Y	678871	9801	PORTER TOWNSHIP PAYROLL	0800	\$16,036.22		0	1	12.5.24 Update Salaries
12/05/2024	Y	678871	9801	PORTER TOWNSHIP PAYROLL	1300	\$20,040.37		0	1	12.5.24 Update Salaries
12/05/2024	Y	678871	9801	PORTER TOWNSHIP PAYROLL	2200	\$6,653.60		0	1	12.5.24 Update Salaries
12/05/2024	Y	678871	9801	PORTER TOWNSHIP PAYROLL	2301	\$740.88		0	1	12.5.24 Update Salaries
12/05/2024	Y	678871	9801	PORTER TOWNSHIP PAYROLL	3270	\$7,733.45		0	1	12.5.24 Update Salaries
12/05/2024	Y	678871	9801	PORTER TOWNSHIP PAYROLL	4125	\$4,232.13	\$442,918.27	0	1	12.5.24 Update Salaries
12/05/2024	Y	678873	9065	AMERICAN FUNDS	*9282	\$12,563.65	\$12,563.65	69832	1	12.5.24 AM.FUNDS
12/05/2024	Y	678874	995	OFFICE OF THE STANDING TRUST	*9462	\$467.64	\$467.64	69833	1	12.5.24 GARNISH WOOLEY
12/05/2024	Y	678875	9066	PACIFIC LIFE	*9282	\$1,020.97	\$1,020.97	69834	1	12.5.24 PAC.LIFE
12/05/2024	Y	678876	1236	CLERK of PORTER SUPERIOR COU	*9462	\$313.06	\$313.06	69835	1	12.5.24 DEAVERS GARNISHMENT
12/05/2024	Y	678877	1500	SECURITY BENEFIT	*9282	\$3,126.35	\$3,126.35	69836	1	12.5.24 S.B.ROTH
12/05/2024	Y	678878	796	TEXAS LIFE	*9442	\$1,554.65	\$1,554.65	69837	1	12.5.24 TEXAS LIFE
12/05/2024	Y	678879	9691	VALIC	*9282	\$1,862.35	\$1,862.35	69838	1	12.5.24 EE PD 403B
12/05/2024	Y	678880	941	1ST SOURCE BANK	0101	\$23,808.42		1	1	12.5.24 FICA
12/05/2024	Y	678880	941	1ST SOURCE BANK	0300	\$4,202.14		1	1	12.5.24 FICA
12/05/2024	Y	678880	941	1ST SOURCE BANK	0800	\$1,225.51		1	1	12.5.24 FICA
12/05/2024	Y	678880	941	1ST SOURCE BANK	1300	\$1,455.16		1	1	12.5.24 FICA
12/05/2024	Y	678880	941	1ST SOURCE BANK	2200	\$486.30		1	1	12.5.24 FICA
12/05/2024	Y	678880	941	1ST SOURCE BANK	2301	\$53.49		1	1	12.5.24 FICA

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

Date Range: 11/13/2024 - 12/27/2024 Pg. 3
Vouchers: 678839 - 678979 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
12/05/2024	Y	678880	941	1ST SOURCE BANK	3270	\$572.73		1	1	12.5.24 FICA
12/05/2024	Y	678880	941	1ST SOURCE BANK	4125	\$189.86		1	1	12.5.24 FICA
12/05/2024	Y	678880	941	1ST SOURCE BANK	*9211	\$28,903.77		1	1	12.5.24 FICA
12/05/2024	Y	678880	941	1ST SOURCE BANK	*9221	\$31,993.61	\$92,890.99	1	1	12.5.24 FICA
12/05/2024	Y	678881	908	INDIANA STATE TEACHER RET.FD	0101	\$22,218.02		1	1	12.5.24 6%TRF
12/05/2024	Y	678881	908	INDIANA STATE TEACHER RET.FD	0300	\$815.58		1	1	12.5.24 6%TRF
12/05/2024	Y	678881	908	INDIANA STATE TEACHER RET.FD	1300	\$994.01		1	1	12.5.24 6%TRF
12/05/2024	Y	678881	908	INDIANA STATE TEACHER RET.FD	2200	\$598.82		1	1	12.5.24 6%TRF
12/05/2024	Y	678881	908	INDIANA STATE TEACHER RET.FD	4125	\$249.90	\$24,876.33	1	1	12.5.24 6%TRF
12/05/2024	Y	678882	1591	INSCCU	*9462	\$422.51	\$422.51	1	1	12.5.24 GARNISH (WOOLEY)
12/05/2024	Y	678975	1637	PORTER TOWNSHIP SCHOOL CORP	8502	\$2,072.79	\$2,072.79	1	3	SY23.24 TRECS Collect trans
12/12/2024		678883	9958	AASA c/o Convention Mgmt Res	6846	\$1,265.00	\$1,265.00	69839	1	Schmidt AASA Membership/Con
12/12/2024		678884	1728	Able Paper & Tilden	0300	\$3,201.78	\$3,201.78	69840	1	JANITORIAL SUPPLIES
12/12/2024		678885	1749	AMAZON CAPITAL SERVICES	0101	\$2,602.19		69843	1	CR SUPPLIES, K.WOTHERSPOON,
12/12/2024		678885	1749	AMAZON CAPITAL SERVICES	0300	\$783.62		69843	1	CR SUPPLIES, K.WOTHERSPOON,
12/12/2024		678885	1749	AMAZON CAPITAL SERVICES	1725	\$38.97	\$3,424.78	69843	1	CR SUPPLIES, K.WOTHERSPOON,
12/12/2024		678886	840	ASTBURY WATER TECHNOLOGY, IN	0300	\$3,310.00	\$3,310.00	69844	1	LAB #24-670V HS WATER TEST
12/12/2024		678887	1836	BATESOLE, TONIA	0800	\$365.82	\$365.82	69845	1	DIR MTG MILEAGE, BATESOLE
12/12/2024		678888	433	BLICK ART MATERIALS	0900	\$143.50	\$143.50	69846	1	ART SUPPLIES, LOVING, BGHS
12/12/2024		678889	9954	Blu Petroleum, Inc.	0300	\$3,054.85	\$3,054.85	69847	1	254G UNL87
12/12/2024		678890	3900	BOONE GROVE HS EXTRA CURRICU	0300	\$113.84	\$113.84	69848	1	JULY BANKCARD/AUG BANK STAT
12/12/2024		678891	106	A.E. BOYCE COMPANY, INC.	0300	\$363.47	\$363.47	69849	1	2024 TAX FORMS
12/12/2024		678892	9956	Canon Financial Services, In	0300	\$3,605.04	\$3,605.04	69850	1	COPIER LEASES & QTRLY COPIE
12/12/2024		678893	1541	CENTRAL RESTAURANT PRODUCTS	0708	\$2,699.00	\$2,699.00	69851	1	ICE MAKER FOR BGMS
12/12/2024		678894	1602	CHICAGO TRIBUNE COMPANY	0300	\$63.00	\$63.00	69852	1	LEGAL PUBLICATION 10.11.24
12/12/2024		678895	1172	COASTAL VALLEY WATER COMPANY	2311	\$90.00	\$90.00	69853	1	CO WATER 11.14.24
12/12/2024		678896	9916	COLLEGE BOARD	0900	\$1,581.80	\$1,581.80	69854	1	PSAT/NMSQT TESTING
12/12/2024		678897	9826	COMMERCIAL FOOD SYSTEMS, INC	0800	\$417.38	\$417.38	69855	1	HS A LA CARTE ITEMS
12/12/2024		678898	1572	CRIST, SEARS & ZIC, LLP	0300	\$1,068.75	\$1,068.75	69856	1	LEGAL SVCS, NOVEMBER
12/12/2024		678899	414	DEMCO INC.	0101	\$44.97	\$44.97	69857	1	CR SUPPLIES, BAIRD, BGMS
12/12/2024		678900	2081	DOBROWSKI, NAOMI	0101	\$28.68		69858	1	NOV CULINARY MILEAGE
12/12/2024		678900	2081	DOBROWSKI, NAOMI	1400	\$28.68	\$57.36	69858	1	NOV CULINARY MILEAGE
12/12/2024		678901	48	FERGUSON FACILITIES SUPPLY	0300	\$87.24	\$87.24	69859	1	FLOOR MACHINE PARTS
12/12/2024		678902	748	GRAINGER	0300	\$895.99	\$895.99	69860	1	FLOW SWITCH
12/12/2024		678903	2673	HANNAH NEWS SERVICE-MIDWEST	0300	\$375.00	\$375.00	69861	1	IEI ANNUAL SUBSCRIPTION
12/12/2024		678904	1054	HAVEL	0300	\$1,478.11		69862	1	CO DOOR REPAIR
12/12/2024		678904	1054	HAVEL	0708	\$2,558.00	\$4,036.11	69862	1	CO DOOR REPAIR
12/12/2024		678905	1238	HEBRON ACE HARDWARE	0300	\$373.44	\$373.44	69863	1	ICE MACHINE CAP, BGMS
12/12/2024		678906	872	HEINEMANN	0101	\$190.39	\$190.39	69864	1	LLI MY WRITING BOOK, PREK
12/12/2024		678907	9805	Hershey Creamery Company	0800	\$1,217.04	\$1,217.04	69865	1	BGE/MS A LA CARTE ITEMS
12/12/2024		678908	913	IAPSS	0300	\$75.00	\$75.00	69866	1	INFO/RESEARCH SUB 24-25
12/12/2024		678909	987	INDIANA ASBO	6846	\$292.17	\$292.17	69867	1	2025 MEMBERSHIP, SCOTT
12/12/2024		678910	901	INDIANA SCHOOL BOARDS ASSN	0300	\$150.00	\$150.00	69868	1	FALL REGION 1 MTG
12/12/2024		678911	1412	I.T.I.	0300	\$50.00		69869	1	2025 CONSORTIUM DUES
12/12/2024		678911	1412	I.T.I.	2302	\$634.00	\$684.00	69869	1	2025 CONSORTIUM DUES
12/12/2024		678912	9914	INDIANA UNIVERSITY	2700	\$1,200.00	\$1,200.00	69870	1	WILSON ED FOUNDATION SCHOLA
12/12/2024		678913	9976	Indiana University Indianapo	2700	\$1,200.00	\$1,200.00	69871	1	CORMAN ED FOUNDATION SCHOLA
12/12/2024		678914	9978	Iowa State University	2700	\$1,200.00	\$1,200.00	69872	1	JEFFRIES ED FOUNDATION SCHO
12/12/2024		678915	1043	IPLLA	6846	\$280.00	\$280.00	69873	1	GROUND S MGR WORKSHOP, 2024
12/12/2024		678916	9977	IU Northwest, Off of Fin Aid	2700	\$2,500.00	\$2,500.00	69874	1	KADEN COSTA, STEVE T SCHOLA

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
12/12/2024		678917	1101	KANKAKEE VALLEY R.E.M.C.	0300	\$24,874.54	\$24,874.54	69875	1	BGHS ELECTRIC, OCT
12/12/2024		678918	918	KENDALL ELECTRIC INC	0708	\$8,582.90	\$8,582.90	69876	1	LIGHTING
12/12/2024		678919	1964	LAKESHORE LEARNING	0101	\$145.69	\$145.69	69877	1	CR SUPPLIES, HINCHLEY, PLE
12/12/2024		678920	9930	Laura Scott	6846	\$105.19	\$105.19	69878	1	MILEAGE, NIESC LUNCH&LEARN
12/12/2024		678921	1283	LEE COMPANY, INC.	0300	\$1,000.98		69879	1	FLOOR MATS, BGMS
12/12/2024		678921	1283	LEE COMPANY, INC.	0708	\$7,803.70	\$8,804.68	69879	1	FLOOR MATS, BGMS
12/12/2024		678922	1084	MENARDS	0300	\$64.62	\$64.62	69880	1	LUMBER, DROPCLOTH
12/12/2024		678923	9935	D.A. DODD	0800	\$617.00	\$617.00	69881	1	COOLER REPAIR, PLE
12/12/2024		678924	9939	Monroe Pest Control, Inc.	0300	\$452.00	\$452.00	69882	1	OCT PEST CONTROL, PLE
12/12/2024		678925	19	NEOLA, INC.	0300	\$1,375.00	\$1,375.00	69883	1	UPDATE SVC, VOL 37, NO 2
12/12/2024		678926	1404	NITCO	0300	\$859.23		69884	1	PTSC PHONE/INTERNET
12/12/2024		678926	1404	NITCO	3780	\$1,700.00	\$2,559.23	69884	1	PTSC PHONE/INTERNET
12/12/2024		678927	9928	O'Reilly Automotive Stores,	0300	\$77.58	\$77.58	69885	1	OIL FILTER
12/12/2024		678928	9969	Oak Security Group, LLC	0707	\$380.53	\$380.53	69886	1	LOCKSETS
12/12/2024		678929	1726	ODP BUSINESS SOLUTIONS, LLC	0101	\$1,317.38		69889	1	SUPPLIES, MORENO, BGHS
12/12/2024		678929	1726	ODP BUSINESS SOLUTIONS, LLC	0300	\$409.60		69889	1	SUPPLIES, MORENO, BGHS
12/12/2024		678929	1726	ODP BUSINESS SOLUTIONS, LLC	0900	\$1,234.73	\$2,961.71	69889	1	SUPPLIES, MORENO, BGHS
12/12/2024		678930	794	PARRISH, BENJAMIN	6846	\$201.67	\$201.67	69890	1	IAPSS CONFERENCE, NOV24
12/12/2024		678931	1694	PORTER COUNTY EDU. SERVICES	0101	\$206,649.46		69891	1	VOC ED STUDENT FEES
12/12/2024		678931	1694	PORTER COUNTY EDU. SERVICES	0300	\$128,799.08		69891	1	VOC ED STUDENT FEES
12/12/2024		678931	1694	PORTER COUNTY EDU. SERVICES	0900	\$17,160.00	\$352,608.54	69891	1	VOC ED STUDENT FEES
12/12/2024		678932	3617	PETROCHOICE	0300	\$336.98	\$336.98	69892	1	LUBE ORDER
12/12/2024		678933	9968	Piazza Produce	0800	\$3,301.60	\$3,301.60	69893	1	FRENCH GRN BEANS & STAR FRU
12/12/2024		678934	1802	PITNEY BOWES BANK INC	0300	\$58.64	\$58.64	69894	1	POSTAGE MACHINE INK
12/12/2024		678935	1650	PITNEY BOWES GLOBAL FINANCIA	0300	\$195.99	\$195.99	69895	1	CO POSTAGE METER LEASE
12/12/2024		678936	1637	PORTER TOWNSHIP SCHOOL CORP	0200	\$22,639.95	\$22,639.95	69896	1	DEC24 COMMON SCHOOL
12/12/2024		678937	1275	PORTER-STARKE SERVICES	5806	\$1,872.00	\$1,872.00	69897	1	STUDENTWISE SVCS, OCT24
12/12/2024		678938	9894	PRAIRIE FARMS DAIRY INC.	0800	\$3,327.00	\$3,327.00	69899	1	BGE/MS MILK 11.1.24
12/12/2024		678939	9913	PURDUE UNIV DIV OF FINANCIAL	2700	\$4,800.00	\$4,800.00	69900	1	STANAGE ED FOUNDATION SCHOL
12/12/2024		678940	1808	RIGG'S MOWERS & MORE	0300	\$5,127.46	\$5,127.46	69901	1	EQUIPMENT PARTS
12/12/2024		678941	1823	SAINT MARY'S COLLEGE OF ND	2700	\$1,200.00	\$1,200.00	69902	1	ATTEBERRY ED FOUNDATION SCH
12/12/2024		678942	1482	SCHMIDT, STACEY	6846	\$2,194.49	\$2,194.49	69903	1	NTL BLUE RIBBON CEREMONY, D
12/12/2024		678943	501	SCHOOL CITY OF HOBART	0800	\$150.00	\$150.00	69904	1	NWI FOOD SVC DIR MEETING
12/12/2024		678944	9836	SNA OF INDIANA	0800	\$366.00	\$366.00	69905	1	SNA MEMBERSHIP, BATESOLE
12/12/2024		678945	1074	SCHOOL SPECIALTY,LLC	0101	\$260.70	\$260.70	69906	1	CR SUPPLIES, VANDERLAAN, PL
12/12/2024		678946	1952	SHAMBAUGH & SON L.P.	0300	\$1,200.00	\$1,200.00	69907	1	PLE ANNUAL INSPECTIONS
12/12/2024		678947	9975	St. Mary of the Woods	2700	\$1,200.00	\$1,200.00	69908	1	CADEN HARRETOS, ED FOUND SC
12/12/2024		678948	1066	STAPLES BUSINESS ADVANTAGE	0101	\$1,272.58		69911	1	TRIPPLICATE PAPER & RIPPE CR
12/12/2024		678948	1066	STAPLES BUSINESS ADVANTAGE	0300	\$52.43	\$1,325.01	69911	1	TRIPPLICATE PAPER & RIPPE CR
12/12/2024		678949	1831	INDIANA GROCERY GROUP,LLC	0900	\$173.42		69912	1	N/W PUMPKIN PIE TWISTS
12/12/2024		678949	1831	INDIANA GROCERY GROUP,LLC	1400	\$420.53	\$593.95	69912	1	N/W PUMPKIN PIE TWISTS
12/12/2024		678950	9905	Tamara Kenning	3957	\$173.68	\$173.68	69913	1	NIESC CAREER COACHING TRAIN
12/12/2024		678951	1739	THE TIMES	0300	\$106.87	\$106.87	69914	1	NOTICE OF PUBLIC HEARING
12/12/2024		678952	1716	THORN, SCOTT	0300	\$2,650.00	\$2,650.00	69915	1	OCTOBER WWTP
12/12/2024		678953	2031	TRACTOR SUPPLY CREDIT PLAN	0300	\$445.81	\$445.81	69916	1	RATCHET STRAPS & SEAT
12/12/2024		678954	9892	TRINE UNIVERSITY	2700	\$1,200.00	\$1,200.00	69917	1	TORBESON ED FOUNDATION SCHO
12/12/2024		678955	1344	WATCON, INC.	0300	\$310.40	\$310.40	69918	1	WATER TREATMENT PRG, DEC
12/12/2024		678956	2312	WELBOURNE, ATHENA	0101	\$56.95	\$56.95	69919	1	WELBOURNE NOV MILEAGE
12/12/2024		678957	9828	XEROX FINANCIAL SERVICES	0300	\$380.92	\$380.92	69920	1	COPIER LEASE, NOVEMBER
12/12/2024		678958	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$2,169.10	\$2,169.10	1	1	BGHS GAS, OCT/NOV

12/06/2024
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Sequenced by Date
Acct. Types: All Types
User: All Users

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

Date Range: 11/13/2024 - 12/27/2024
Vouchers: 678839 - 678979
Between Board: Included

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v1.0.0.0
Epay Status: Any Status

Date	Btwn Brd	Voucher #	Vendor #	Vendor	Fund	Fund Amount	Voucher Total	Check #	Bank #	Memorandum
12/12/2024		678959	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$84.91	\$84.91	1	1	ATH COMP GAS, OCT/NOV
12/12/2024		678960	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$6,958.54	\$6,958.54	1	1	ANNEX/BGE/MS GAS/ELEC OCT/N
12/12/2024		678961	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$14,623.92	\$14,623.92	1	1	ANNEX/BGE/MS ELEC, SEP/OCT/
12/12/2024		678962	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$96.65	\$96.65	1	1	CO GAS, OCT/NOV
12/12/2024		678963	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$797.68	\$797.68	1	1	PLE GAS, OCT/NOV
12/12/2024		678964	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$1,999.80	\$1,999.80	1	1	BGE/MS ELEC, OCT/NOV
12/12/2024		678965	1405	NORTHERN IN PUBLIC SERVICE C	0300	\$36.55	\$36.55	1	1	BGE/MS ELEC, OCT/NOV
12/12/2024		678976	360	FIRST STUDENT	0300	\$155,357.00	\$155,357.00	69921	1	OCT BUS ROUTES
12/12/2024		678977	1725	GOUGH, INC.	0707	\$766.93		69922	1	CO CONSTRUCTION, DOOR & WIN
12/12/2024		678977	1725	GOUGH, INC.	0708	\$21,733.07	\$22,500.00	69922	1	CO CONSTRUCTION, DOOR & WIN
12/12/2024		678978	1834	REPUBLIC SERVICES #715	0300	\$1,451.14	\$1,451.14	69923	1	PTSC GARBAGE PICKUP
12/27/2024		678966	1559	BANK OF NEW YORK TRUST CO,N.	0250	\$65,142.90	\$65,142.90	1	1	2013C PENSION BOND
12/27/2024		678967	2109	US BANK	0200	\$299,000.00	\$299,000.00	1	1	AD VAL BOND 2022
12/27/2024		678968	2109	US BANK	0200	\$141,000.00	\$141,000.00	1	1	AD VAL 2012B
12/27/2024		678969	2109	US BANK	0200	\$52,000.00	\$52,000.00	1	1	AD VAL BOND 2021
12/27/2024		678970	2109	US BANK	0200	\$57,096.88	\$57,096.88	1	1	2019 GO BOND
12/27/2024		678971	2109	US BANK	0200	\$661,250.00	\$661,250.00	1	1	2023 GO BOND
12/27/2024		678972	2109	US BANK	0200	\$140,000.00	\$140,000.00	1	1	AD VAL 2012A
12/27/2024		678973	2109	US BANK	0200	\$600,000.00	\$600,000.00	1	1	AD VAL 2016B
12/27/2024		678974	2109	US BANK	0200	\$277,000.00	\$277,000.00	1	1	AD VAL 2018 BOND
12/27/2024		678979	2109	US BANK	0200	\$550.00	\$550.00	1	1	2023 GO BOND
Totals for 141 Vouchers						\$4,522,994.15	\$4,522,994.15			

12/06/2024 Sequenced by Date
08:51 AM Acct. Types: All Types
User: All Users

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

Date Range: 11/13/2024 - 12/27/2024
Vouchers: 678839 - 678979
Between Board: Included

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Epay Status: Any Status

Totals by Fund

0101.00	EDUCATION	\$1,122,648.85
0200.00	DEBT SERVICE	\$2,250,536.83
0250.00	RETIREMENT/SEVERANCE BOND	\$65,142.90
0300.00	OPERATIONS	\$529,427.09
0707.01	2022 GO BONDS COST OF ISSUANCE	\$32.60
0707.02	2022 GO BONDS CONSTRUCTION	\$1,114.86
0708.02	2023 GO BOND CONSTRUCTION	\$43,376.67
0800.00	School Lunch	\$62,988.31
0800.01	SUPPLY CHAIN ASSISTANCE	\$3,309.84
0800.03	FRESH FRUITS & VEG PROGRAM	\$3,301.60
0900.00	CURRICULAR MATERIALS	\$20,293.45
1300.02	East Porter SPED portion of shar	\$19,413.00
1300.03	MSD Boone SPED portion of shared	\$19,234.43
1300.04	Union SPED portion of shared ser	\$15,841.35
1400.00	JOINT OPERATIONS- VOCATIONAL	\$449.21
1725.00	PRESCHOOL WALMART GRANT	\$38.97
2200.00	ADULT, ALTERNATIVE, CON ED	\$19,573.15
2301.00	ATHLETIC/CLUB TRANSPORTATION F	\$1,254.97
2302.00	STUDENT DRUG TESTING FEES	\$634.00
2311.00	WELLNESS GRANT	\$90.00
2700.01	Suzi Peterson Honorable Memorial	\$1,000.00
2700.02	Steve Tafflinger Memorial Schola	\$1,500.00
2700.03	Education Foundation Scholarship	\$12,000.00
3270.25	Secured School Safety 24.25	\$18,158.49
3780.00	STATE CONNECTIVITY GRANT	\$1,700.00
3957.02	Career Coaching - Staff/Student	\$173.68
4125.00	Title I FY2025	\$9,622.15
5806.00	FFY24 Title IV - \$10,001.47	\$1,872.00
6846.00	TITLE II, PROF DEV \$ 27,521.47	\$4,383.52
8400.00	FOOD SERVICE PATRON ACCOUNTS	\$40,148.00
8502.00	TRECS DEBT COLLECTIONS	\$2,072.79
TOTAL OF ALL FUNDS		\$4,271,332.71

Totals by Clearing

9211	FEDERAL TAXES	\$60,577.07
9221	FICA	\$64,160.52
9231	STATE TAXES	\$24,773.66
9241	COUNTY TAXES	\$6,268.24
9270	MED,DEN,VSP RETIREE INS	\$1,129.75
9272	MEDICAL 1	\$38,728.15
9282	AMERICAN FUNDS 403B	\$37,126.57
9300	EDUCATION FOUNDATION of PTSC	\$183.00
9442	LIFE RETIREE INS	\$3,405.46
9452	VSP/EMPLOYEE PAY	\$13,215.66
9462	IN STATE CCU/CASS CNTY	\$2,093.36

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TOTAL OF ALL CLEARING	\$251,661.44
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GRAND TOTAL \$4,522,994.15

12/06/2024 Sequenced by Date
08:51 AM Acct. Types: All Types
User: All Users

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

Date Range: 11/13/2024 - 12/27/2024 Pg. 8
Vouchers: 678839 - 678979 v1.0.0.0
Between Board: Included Epay Status: Any Status

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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.

December 6, 2024

CFO/Corporation Treasurer

Kathleen B. Smith
Kathleen B. Smith

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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 \$4,522,994.15 dated this 12th day of December, 2024.

BOARD OF EDUCATION

President

Vice President

Secretary

Member

Member

November 30, 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	\$ 1,155,958.80	\$ 1,145,126.25	\$ (10,832.55)	82.34%	11/12	92%
Notes: Ending Cash balance is 9.92% of 2024 Budget \$1,208.67 are PO's						
DEBT SERVICE	\$ 982,279.07	\$ 936,999.17	\$ (45,279.90)	52.33%	11/12	92%
Notes:						
PENSION BONDS	\$ 41,828.91	\$ 41,828.91	\$ -	48.72%	11/12	92%
Notes: 12.2024 Last Pension Payment						
OPERATION	\$ 1,058,228.13	\$ 652,722.84	\$ (405,505.29)	71.80%	11/12	92%
Notes: Ending Cash balance is 10.63% of 2024 Budget \$206,993.86 are PO's						
RAINY DAY	\$ 640,089.88	\$ 640,504.65	\$ 414.77			
Notes: Moved money to Trust Indiana for better interest rates. Money will remain reflected in this fund.						
FOOD SERVICES	\$ 662,460.67	\$ 635,490.86	\$ (26,969.81)			
Notes: Patron Account \$57,018.58						
CURRICULAR MATERIALS	\$ (89,066.58)	\$ (114,431.37)	\$ (25,364.79)			
Notes: Before January 2025 this must be in Education Fund - Plan transfer 12.31.24						
TRECS - Trust Indiana	\$ 2,064.61	\$ 2,072.79	\$ 8.18			
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%)
6.99%

PTSC Starting Salary - Minimum Salary of \$40,000
\$ 49,475.00

Percentage of Certified Salary to State Funding - 62% minimum
74.49%

Notes:

Respectfully submitted:
Kathleen B. Smith

11.24 Monthly Board.xls

Monthly Fund Balance Report
PORTER TOWNSHIP SCHOOL CORPORATION
From: 11/01/2024 | To: 11/30/2024
Form 9: Exclude Form 9

Fund	Description	Beginning Balance	Receipts	Expenditures	Transfers In	Transfers Out	End Balance
0101.00	EDUCATION	\$1,163,142.32	\$966,479.92	\$952,847.95	\$5,660.48	\$0.00	\$1,182,434.77
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	\$30,125.00	\$0.00	\$0.00	-\$37,308.52
0200.00	DEBT SERVICE	\$982,279.07	\$0.00	\$45,279.90	\$0.00	\$0.00	\$936,999.17
0250.00	RETIREMENT/SEVERANCE BOND	\$41,828.91	\$0.00	\$0.00	\$0.00	\$0.00	\$41,828.91
0300.00	OPERATIONS	\$1,058,228.13	\$21,041.06	\$426,546.35	\$0.00	\$0.00	\$652,722.84
0610.00	LOCAL RAINY DAY	\$640,089.88	\$414.77	\$0.00	\$0.00	\$0.00	\$640,504.65
0620.00	SEVERANCE	\$176,592.76	\$0.00	\$788.84	\$0.00	\$0.00	\$175,803.92
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	-\$1,285.44	\$1,285.44	\$0.00	\$0.00	\$0.00	\$0.00
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	\$32.60	\$0.00	\$0.00	\$0.00	\$0.00	\$32.60
0707.02	2022 GO BONDS CONSTRUCTION	\$1,549.41	\$5.17	\$820.25	\$0.00	\$0.00	\$734.33
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 CONSTRUCTTION	\$2,441,741.08	\$8,647.68	\$50,428.27	\$0.00	\$0.00	\$2,399,960.49
0709.00	2024 PLE Bond - Cost of Iss...	-\$600.00	\$0.00	\$25,000.00	\$0.00	\$0.00	-\$25,600.00
0800.00	School Lunch	\$642,657.09	\$48,812.40	\$68,486.35	\$0.00	\$0.00	\$622,983.14
0800.01	SUPPLY CHAIN ASSISTANCE	\$19,923.87	\$69.74	\$3,475.50	\$0.00	\$0.00	\$16,518.11
0800.02	FOOD SVC NUTRITIONAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0800.03	FRESH FRUITS & VEG PROGRAM	-\$120.29	\$0.00	\$3,890.10	\$0.00	\$0.00	-\$4,010.39
0900.00	CURRICULAR MATERIALS	-\$89,066.58	\$0.00	\$25,364.79	\$0.00	\$0.00	-\$114,431.37
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...	-\$57,528.25	\$19,994.47	\$20,397.65	\$0.00	\$0.00	-\$57,931.43
1300.03	MSD Boone SPED portion of s...	-\$96,907.74	\$37,148.38	\$20,217.28	\$0.00	\$0.00	-\$79,976.64
1300.04	Union SPED portion of share...	-\$56,162.53	\$16,559.85	\$16,630.32	\$0.00	\$0.00	-\$56,233.00
1400.00	JOINT OPERATIONS- VOCATIONAL	\$254,993.94	\$0.00	\$2,122.66	\$0.00	\$0.00	\$252,871.28
1700.00	Digital Devices	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1700.01	Digital Repairs	-\$11,831.50	\$0.00	\$0.00	\$0.00	\$0.00	-\$11,831.50
1700.02	Digital Accessories	-\$13,207.01	\$0.00	\$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	\$8,444.12	\$0.00	\$0.00	\$0.00	\$95,026.17
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	\$2,000.00	\$201.86	\$0.00	\$0.00	\$3,773.18
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	\$56.25	\$0.00	\$0.00	\$0.00	\$731.25
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	-\$1,500.00	\$0.00	\$0.00	\$0.00	\$7,688.22
2001.00	Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2001.01	Superintendent Donations	\$16,341.36	\$0.00	\$0.00	\$0.00	\$0.00	\$16,341.36
2001.02	Angel/Feed it Frwd Fund - Cafe	\$14,812.87	\$105.00	\$0.00	\$0.00	\$0.00	\$14,917.87
2001.03	PTSC Ed Foundation Awards/D...	\$1,788.25	\$1,000.00	\$0.00	\$0.00	\$0.00	\$2,788.25
2200.00	ADULT, ALTERNATIVE, CON ED	\$97,475.95	\$61,047.96	\$19,479.46	\$0.00	\$0.00	\$139,044.45

Monthly Fund Balance Report
PORTER TOWNSHIP SCHOOL CORPORATION
From: 11/01/2024 | To: 11/30/2024
Form 9: Exclude Form 9

Fund	Description	Beginning Balance	Receipts	Expenditures	Transfers In	Transfers Out	End Balance
2300.00	FACILITY COMMUNITY RENTALS	\$16,064.44	\$0.00	\$5,563.00	\$0.00	\$0.00	\$10,501.44
2301.00	ATHLETIC/CLUB TRANSPORTATION F	\$9,954.67	\$0.00	\$1,931.32	\$0.00	\$0.00	\$8,023.35
2302.00	STUDENT DRUG TESTING FEES	\$6,892.02	\$0.00	\$634.00	\$0.00	\$0.00	\$6,258.02
2310.00	TEACHER ACTIVITY FUND	\$1,430.57	\$0.00	\$0.00	\$0.00	\$0.00	\$1,430.57
2311.00	WELLNESS GRANT	\$5,791.18	\$0.00	\$340.00	\$0.00	\$0.00	\$5,451.18
2700.00	Scholarship	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2700.01	Suzi Peterson Honorable Mem...	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
2700.02	Steve Tafflinger Memorial S...	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
2700.03	Education Foundation Schola...	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
3028.24	FORMATIVE ASSMT/NWEA 23-24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3028.25	FORMATIVE ASSMT/NWEA 24-25	\$0.00	\$14,744.00	\$8,852.50	\$0.00	\$0.00	\$5,891.50
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	\$5,660.48	\$0.00	\$0.00	\$5,660.48	\$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	-\$24,880.27	\$0.00	\$18,686.10	\$0.00	\$0.00	-\$43,566.37
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	\$6,345.00	\$3,345.00	\$0.00	\$0.00	\$3,531.72
3750.00	TEACHER APPRECIATION GRANT	\$219.48	\$50,425.02	\$0.00	\$0.00	\$0.00	\$50,644.50
3769.24	HIGH ABILITY 2024 \$31,727.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3769.25	HIGH ABILITY 2025 \$28,994.00	\$7,802.00	\$2,900.00	\$785.00	\$0.00	\$0.00	\$9,917.00
3780.00	STATE CONNECTIVITY GRANT	\$91,915.91	\$0.00	\$1,700.00	\$0.00	\$0.00	\$90,215.91
3957.00	Career Coaching Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3957.01	Career Coaching - Coach	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
3957.02	Career Coaching - Staff/Stu...	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
4124.00	TITLE I FY2024	\$0.00	\$0.00	\$1,300.72	\$0.00	\$0.00	-\$1,300.72
4125.00	Title I FY2025	-\$13,853.16	\$0.00	\$9,577.04	\$0.00	\$0.00	-\$23,430.20
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	-\$1,422.00	\$0.00	\$1,602.00	\$0.00	\$0.00	-\$3,024.00
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	-\$18,199.18	\$18,199.18	\$1,389.50	\$0.00	\$0.00	-\$1,389.50
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	\$62,858.75	\$40,691.53	\$46,531.70	\$0.00	\$0.00	\$57,018.58
8500.00	RAINY DAY INVESTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8502.00	TRECS DEBT COLLECTIONS	\$2,064.61	\$8.18	\$0.00	\$0.00	\$0.00	\$2,072.79
9999.00	Clearing Control	\$2,954.36	\$255,995.86	\$255,475.17	\$0.00	\$0.00	\$3,475.05
Totals:		\$7,359,410.15	\$1,601,081.46	\$2,069,815.58	\$5,660.48	\$5,660.48	\$6,890,676.03

12/03/2024
12:30 PM

PORTER TOWNSHIP SCHOOL CORPORATION
TRANSFER ACTIVITY REPORT (FUNDS)
(11/01/2024 - 11/30/2024)

Page: 1
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DATE	DOC #	ACCOUNT NUMBER	DESCRIPTION	Transfer IN	Transfer OUT
=====	=====	=====	=====	=====	=====
11/30/2024	1061	0101 00	Medicaid Fund Transfer	5,660.48	
			Fund TOTAL EDUCATION	5,660.48	0.00
11/30/2024	1061	3250 00	Medicaid Fund Transfer		5,660.48
			Fund TOTAL MEDICAID REIMBURSEMENT	0.00	5,660.48
			GRAND TOTALS	5,660.48	5,660.48

Submitted to board for approval on

December 3, 2024

Kathleen B. Smith, CFO/Treasurer

President

Vice President

Secretary

Member

Member

12/03/2024
9:33 AM

PORTER TOWNSHIP SCHOOL CORPORATION
Educ & Operation Fund Transfers
Date Range: 12/1/2024 - 12/31/2024

Pg. 1
v1.0.0.0

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

User

Input Date Accounts

No transfer for November. Carefully watching Education cash balance to maintain 10%.

Submitted to board for approval on

December 3, 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

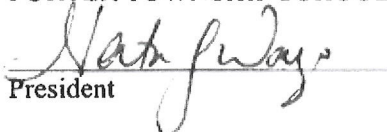
WHEREAS, HB 1009 required the governing body of each school corporation to establish an Operations Fund for the payment of expenses that are not allocated to student instruction and learning under IC 20-42.5, and

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

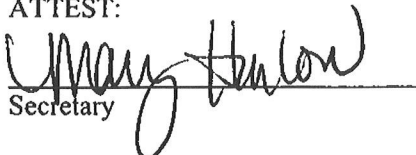
NOW THEREFORE, BE IT RESOLVED, that the Board of School Trustees of Porter Township School Corporation hereby approves and authorizes the Treasurer of Porter Township School Corporation to transfer an amount not to exceed fifteen percent (15%) of the monthly Education Fund revenues to the Operations 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	\$ 966,479.92	\$ -	0.00%	\$ 144,971.99	\$ (144,971.99)	\$ 10,220,301.64	\$ 714,000.00	6.99%	
12 December			#DIV/0!	\$ -	\$ -	\$ 10,220,301.64	\$ 714,000.00	6.99%	
	<u>\$ 10,220,301.64</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.



Porter Township School Corporation PROJECT HEARING INFORMATION

Boone Grove High School & District-Wide Facility Needs

December 5, 2024

December 12, 2024

CONTRIBUTORS |



GIBRALTAR
DESIGN



IceMiller **STIFEL**
LEGAL COUNSEL

AGENDA

December 5, 2024
December 12, 2024

PROJECT HEARING

- I. Call to Order & Welcome
- II. Statement of Purpose of Project Hearing
- III. Educational Needs for Projects
- IV. Overview of Projects to Meet the Educational Needs
- V. Overview of Projects Cost and Schedule
- VI. Financial Impact of Projects
- VII. Hearing Opened for Public Comment
- VIII. Board Consideration of Resolutions
- IX. Close of Hearing

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



I. CALL TO ORDER & WELCOME

II. STATEMENT OF PURPOSE OF PROJECT HEARING

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



III. EDUCATIONAL NEEDS FOR PROJECTS

MISSION STATEMENT

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation

We at Porter Township School Corporation (PTSC) strive to prepare our children to realize their fullest potential as lifelong learners and vibrant contributors to our community through programs, staff, and systems of the highest quality. We desire for EVERY student, EVERY day, to reach their fullest potential.



PORTER TOWNSHIP SCHOOLS FACILITY PRIORITIES

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation

- ❖ Continue the mission of providing safe, secure and quality Learning Environments for the Porter Township Schools students
- ❖ Anticipate future Porter Township Schools student learning and opportunity needs linked to appropriate facility environments
- ❖ Reduce operational costs and provide best long-term results
- ❖ Invest in and preserve facilities with prudent financial stewardship for the long-term investment of Porter Township Schools



EDUCATIONAL NEEDS

Boone Grove HS & District-Wide

- ❖ Replace out of date or obsolete HVAC Equipment
- ❖ Provide Appropriate Building Systems and Equipment Updates for Operations and Efficiencies
- ❖ Continue the priority- based preventative maintenance facility updates as budget and financial stewardship permits

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation



PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



IV. OVERVIEW OF PROJECT TO MEET THE EDUCATIONAL NEEDS

OVERVIEW OF PROJECT

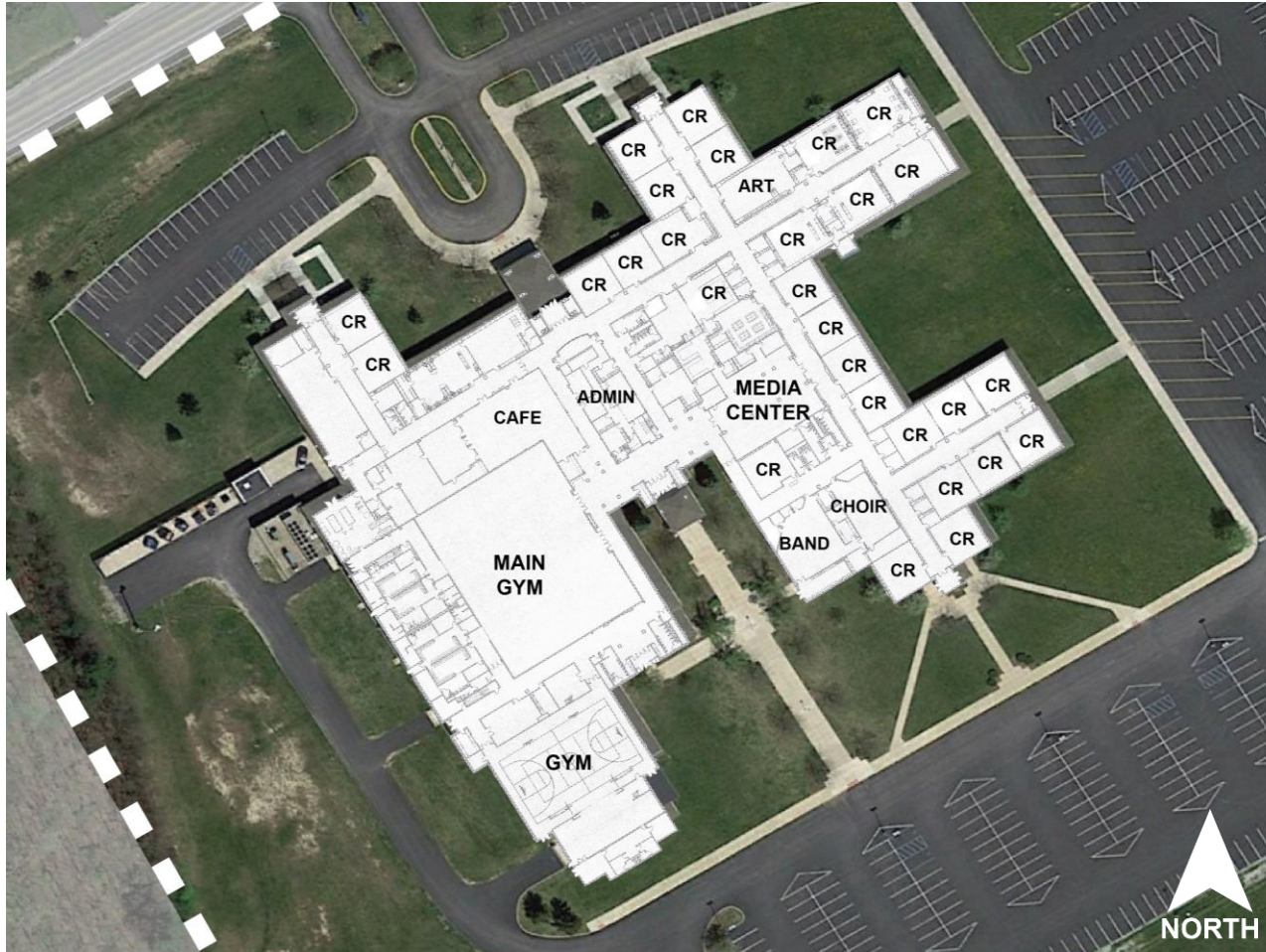
Facility Updates

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation



Considerations

- ❖ Replace worn out flooring/carpet throughout school
- ❖ Ceiling, lighting, and related updates
- ❖ Modifications/Restoration of walls/flooring for repaired building settlement

OVERVIEW OF PROJECT

Facility Updates; HVAC

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation



Considerations

- ❖ Replace out of date equipment/air handlers and related
- ❖ Temperature Controls replacement for learning environment comfort
- ❖ Replace/relocate end of life cycle VAV / Fan Coil units throughout school
- ❖ Related HVAC preventative maintenance items

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



V. OVERVIEW OF PROJECTS COST AND SCHEDULE

OVERVIEW OF PRELIMINARY BUDGET

Total Estimated Budget Costs:

Construction Cost Preliminary Estimates

Boone Grove High School Improvements

District-wide Improvement Needs

CONSTRUCTION [HARD COST] BUDGET	\$8,925,000
SOFT COST** BUDGET ± 15%	\$1,575,000
TOTAL BUDGET	\$10,500,000

Considerations

- ❖ Stewardship of Facility Assets
- ❖ Learning Environment Needs
- ❖ Other District Facility Priority Needs as Budget Permits

** Note: Soft Costs can include items such as Furniture, Technology Equipment/Devices, Professional Fees, Project Management Fees, Cost of Bidding, Permits, Land Survey, Loose Equipment, Contingencies, and other related project costs.

Upon further development of design scope, conceptual cost estimates establish a final proposed budget to be aligned with finance.



PRELIMINARY PLANNING SCHEDULE

Tentative Schedule Summary

TIME FRAME	MILESTONE
December 5, 2024 December 12, 2024	Project Hearing
Spring 2025	Issue for Bid
Spring 2025	Receive Bids & Start Construction – Summer 2025
August 2026	Substantial Completion

Considerations

- ❖ Safe Construction Plan for Porter Township with occupied buildings
- ❖ Allow for Planning & Design Time
- ❖ Best Opportunities to Bid Projects

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation



PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*

VI. FINANCIAL IMPACT OF PROJECTS



PROJECT HEARING

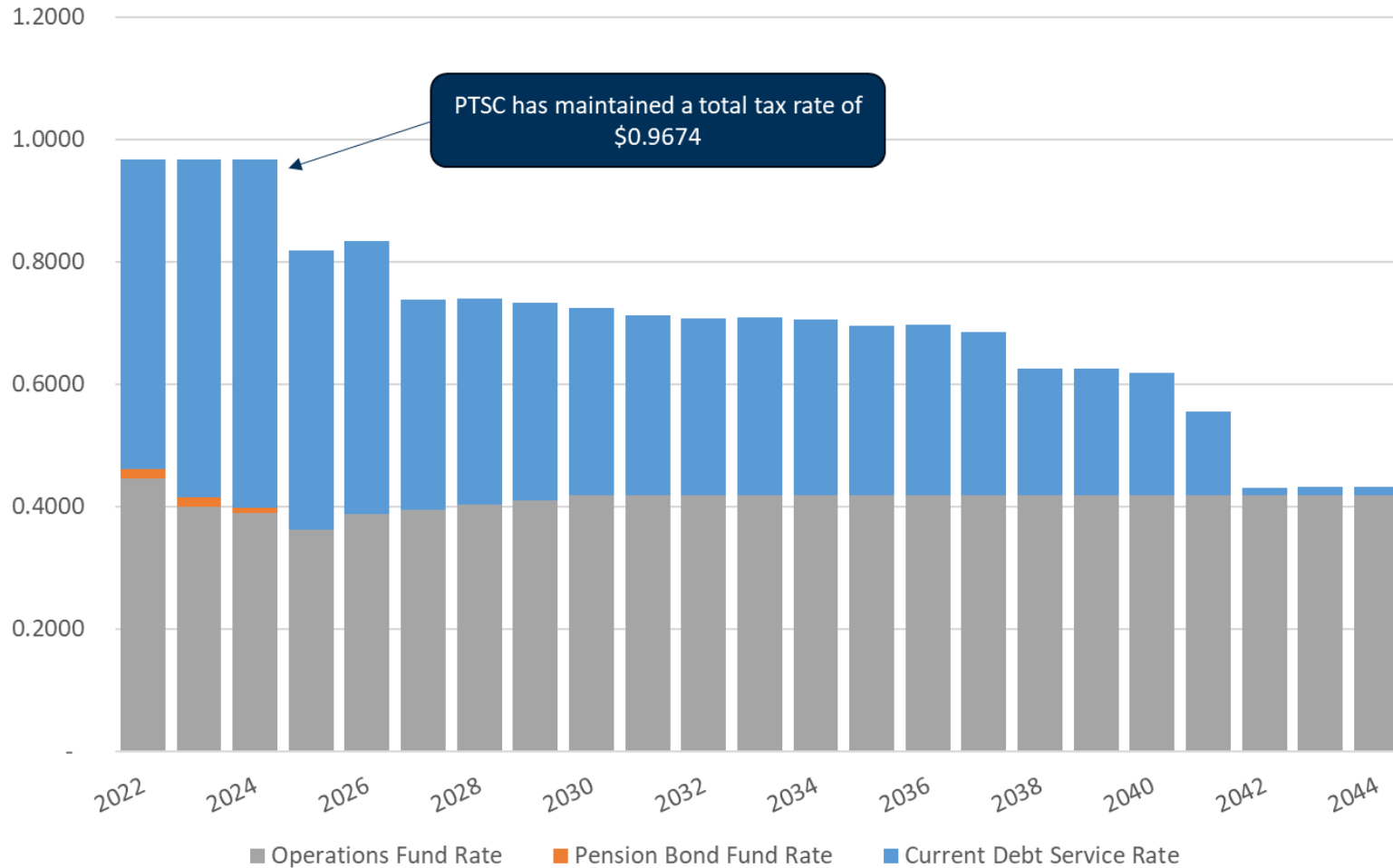
December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation



PTSC CURRENT TAX RATE PROJECTIONS



- (1) Assumes net assessed value growth percentages of 2.00% in 2026-2030, and 0% thereafter. Results may vary.
- (2) Assumes 5% Interest Rate on all future bond issues. Results may vary.
- (3) Assumes the Operations Fund increases by an MLGQ rate of 9% in 2026 and 4% from 2027-2030, and 0% thereafter. MLGQ will depend on School Corporation's assessed value growth, the State MLGQ, and any legislative changes. Results may vary

PROJECT HEARING

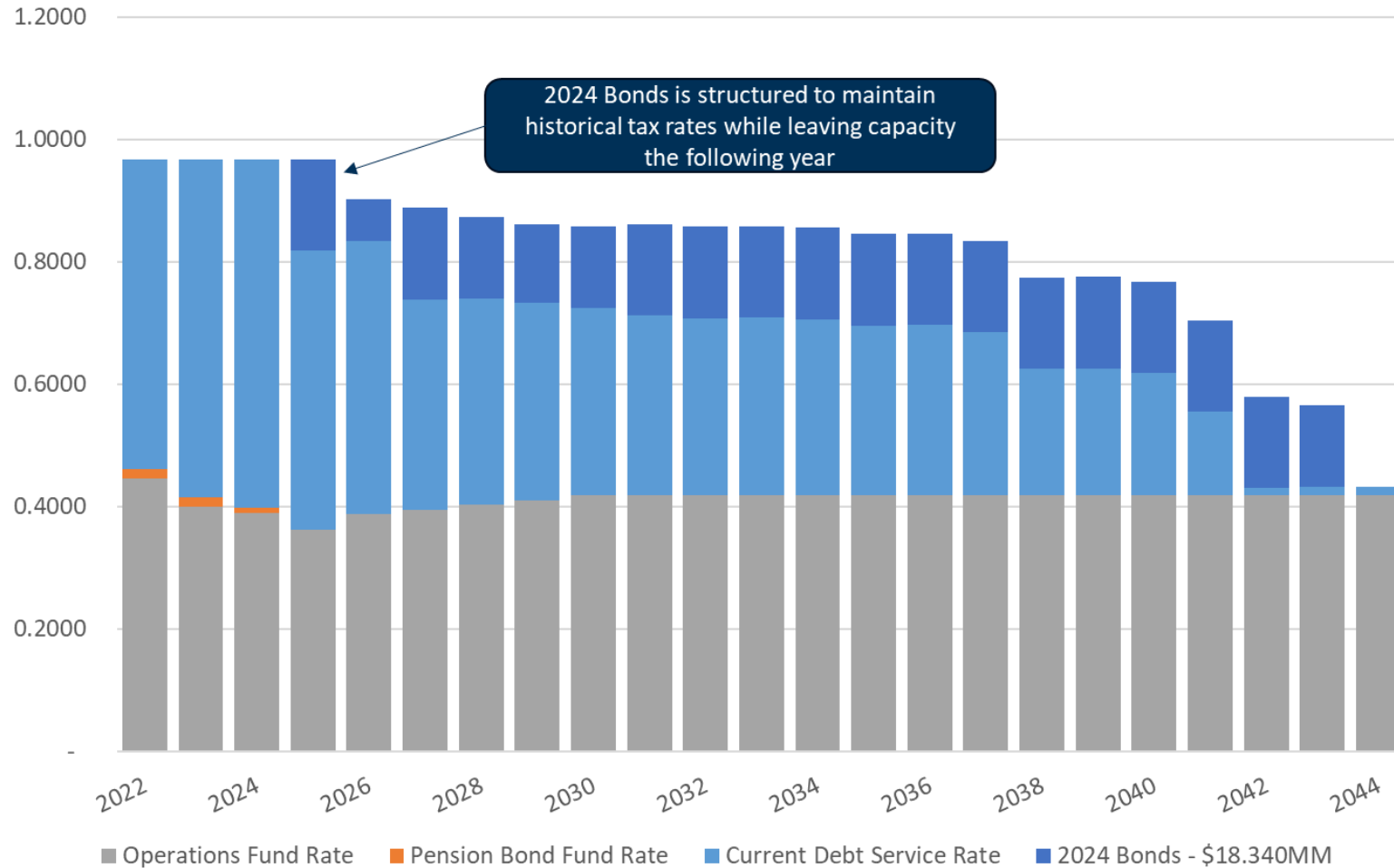
December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation



2024 BONDS - \$18,340,000



(1) Assumes net assessed value growth percentages of 2.00% in 2026-2030, and 0% thereafter. Results may vary.

(2) Assumes 5% Interest Rate on all future bond issues. Results may vary.

(3) Assumes the Operations Fund increases by an MLGQ rate of 9% in 2026 and 4% from 2027-2030, and 0% thereafter. MLGQ will depend on School Corporation's assessed value growth, the State MLGQ, and any legislative changes. Results may vary

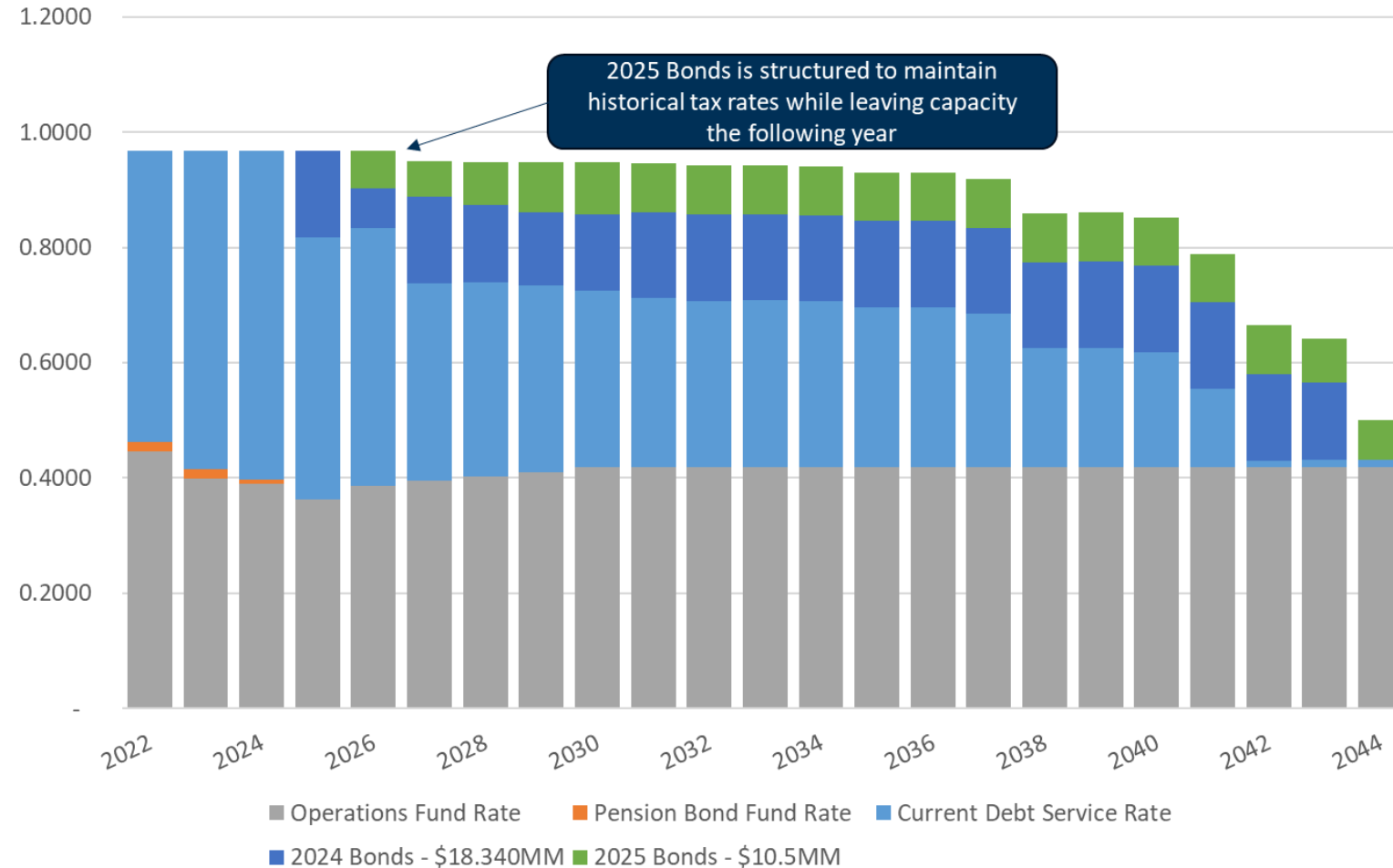
2025 BONDS - \$10,500,000 (\$10,200,000 PROJECT FUND)

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation



- (1) Assumes net assessed value growth percentages of 2.00% in 2026-2030, and 0% thereafter. Results may vary.
- (2) Assumes 5% Interest Rate on all future bond issues. Results may vary.
- (3) Assumes the Operations Fund increases by an MLGQ rate of 9% in 2026 and 4% from 2027-2030, and 0% thereafter. MLGQ will depend on School Corporation's assessed value growth, the State MLGQ, and any legislative changes. Results may vary

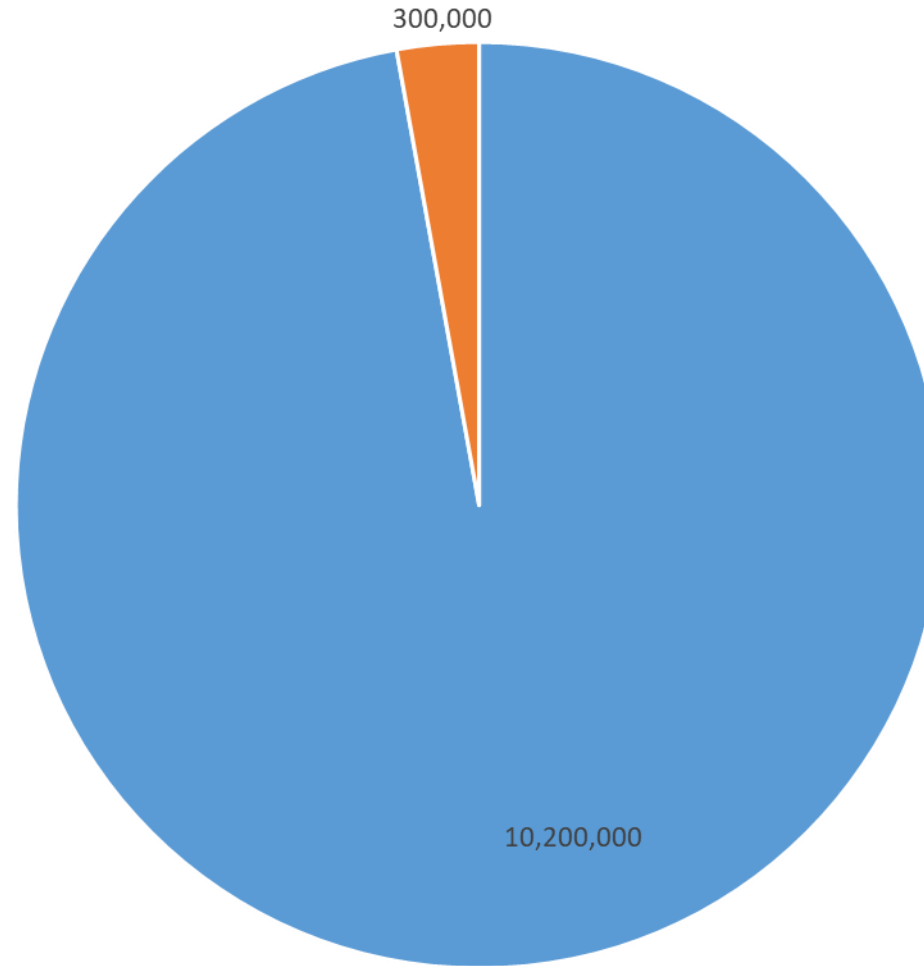
PROJECT COST BREAKDOWN - \$10,500,000

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



■ Project Fund ■ Cost of Issuance

LEGAL PARAMETERS OF PROPOSED 2025 BONDS

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

Porter Township
School
Corporation



Proposed Projects	
Par Amount of the Bonds	\$10,500,000
Estimated Costs of Issuance & Underwriter's Discount	\$300,000
Estimated Proceeds Available for Hard/Soft Project Costs	\$10,200,000
Estimated Interest Rates	2.00-6.00%
Estimated Term of Bonds	20 Years
Estimated Total Interest Cost	\$6,659,250
Maximum Annual Payment	\$1,500,000
Maximum Tax Rate Impact (1)	\$0.1614
Net Tax Rate Increase over 2024 Total Tax Rate (1)(2)	\$0.0000

Additional Information	
School Corporation's Max Annual Payments as % of NAV	0.6859%
Direct and Overlapping Debt as % of NAV	8.88%

- 1) Based upon the 2025 certified net assessed value of \$929,237,528 per the Indiana Department of Local Government Finance.
- 2) The School Corporation's debt service levy in 2024 is \$4,640,977. The School Corporation's debt service tax rate is \$0.5699 in 2024.
- 3) Proposed bonds will have a term no later than July 15, 2045 with a maximum lease term of 22 years.
- 4) Overlapping debt includes bond issues that have property tax as a non-primary source of repayment.

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*

VII. HEARING OPENED FOR PUBLIC COMMENT

VIII. BOARD CONSIDERATION OF RESOLUTIONS



PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



IX. CLOSE OF HEARING

PROJECT HEARING

December 5, 2024
December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*

THANK YOU for supporting YOUR
Porter Township School Corporation





RESOLUTION #1224-313 “A”

PROJECT RESOLUTION

WHEREAS, the Board of School Trustees (the "Board") of Porter Township School Corporation (the "School Corporation") at a meeting on December 12, 2024, held a public hearing in accordance with Indiana Code § 20-26-7-37 for the purpose of answering questions and listening to taxpayers' comments and any evidence they may present about the proposed renovation of and improvements to school facilities, which may include renovation and improvements to the High School and the purchase of equipment and technology (the "Project"); and

WHEREAS, the Debt Service Fund Tax rate of the School Corporation as of the date hereof is \$0.5699; and

WHEREAS, the Board has carefully studied all of the known options and feels that the proposed Project is in the best interests of the present and future students to be served by these facilities; now, therefore,

BE IT RESOLVED, that the purpose of the Project is to provide an improved educational environment for students.

BE IT FURTHER RESOLVED, that the estimated hard and soft costs of the Project are \$10,200,000, with estimated costs of issuance (including capitalized interest less interest earnings and interim lease rental) of \$300,000, resulting in total estimated Project cost of \$10,500,000.

BE IT FURTHER RESOLVED, that the estimated \$10,500,000 will be funded by one or more of the following: Operations Fund, Common School Fund Loan, State and/or federal grant monies, general obligation bond issue and/or building corporation bond issue with an anticipated impact on the Debt Service Fund tax rate of \$0.1614 per \$100 assessed valuation based on an estimated \$929,237,528 assessed valuation beginning in

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



2026. However, as existing obligations mature, the anticipated net increase to the Debt Service Fund tax rate is expected to be \$0.000 above the current Debt Service Fund tax rate.

Passed and adopted this 12th day of December, 2024.

President, Board of School Trustees

Secretary, Board of School Trustees

Porter Township School Corporation

2#8 South 500 West
Valparaiso, IN 46385
2#9-477-4933 ext. 1000

STACEY M. SCHMIDT, Ph.D.
Superintendent

BEN PARRISH
Assistant Superintendent

KATHLEEN SMITH
CFO/Treasurer



RESOLUTION #1224-314 "B"

PRELIMINARY DETERMINATION RESOLUTION

WHEREAS, the Porter Township School Corporation (the "School Corporation") published a Notice of Preliminary Determination Hearings on November 22, 2024, in the Northwest Indiana Times and the Post-Tribune and mailed such notice to the Porter County Clerk and any organizations requesting such notice as provided in Indiana Code § 6-1.1-20-3.5, with respect to the renovation of and improvements to school facilities, which may include renovation and improvements to the High School and the purchase of equipment and technology (the "Project"); and

WHEREAS, the first preliminary determination hearing was held on December 5, 2024, and the second preliminary determination hearing was held on December 12, 2024, in accordance with the notice and the law of the State of Indiana (the "State"); and

WHEREAS, the School Corporation has made the following information available to the public at the public hearings: (a) the result of the School Corporation's current and projected annual debt service payments divided by the net assessed value of taxable property within the School Corporation, which is 0.6859%; (b) the result of (i) the sum of the School Corporation's outstanding long term debt plus the outstanding long term debt of other taxing units that include any of the territory of the School Corporation; divided by (ii) the net assessed value of taxable property within the School Corporation, which is 8.88%; now, therefore,

BE IT RESOLVED that the Board of School Trustees (the "Board") of the School Corporation preliminarily determines to issue bonds and enter into a lease for the Project.

BE IT FURTHER RESOLVED that each lease agreement will be for a maximum term of twenty years with a maximum aggregate annual lease rental payment of \$1,500,000. The maximum annual lease rental

Porter Township School Corporation

2#8 South 500 West
Valparaiso, IN 46385
2#9-477-4933 ext. 1000

STACEY M. SCHMIDT, Ph.D.
Superintendent

BEN PARRISH
Assistant Superintendent

KATHLEEN SMITH
CFO/Treasurer



payment has been estimated based upon an estimated principal amount of bonds of \$10,500,000, estimated interest rates ranging from 2.00% to 6.00%, and estimated total interest costs of \$6,659,250. The School Corporation may issue general obligation bonds to fund the Project and if such bonds are issued, they will fit into the parameters listed above. If the School Corporation issues general obligation bonds, the principal amount of the bonds associated with the Lease, as described above, would be reduced by the principal amount of the general obligation bonds issued, such that the total principal amount of bond issued to finance the Project would not exceed the aggregate estimated principal amount of \$10,500,000.

The School Corporation's current Debt Service Fund levy is \$4,640,977 and the current Debt Service Fund tax rate is \$0.5699. After the School Corporation enters into the proposed lease agreement and the bonds are issued, the Debt Service Fund levy will increase by a maximum of \$1,500,000 and the Debt Service Fund tax rate will increase by a maximum of \$0.1614. However, as existing debt matures the net increase on the Debt Service Fund tax rate is expected to be \$0.000. The maximum annual debt service for the Project for any year in which the Bonds are outstanding is \$1,500,000. The estimated amount of the School Corporation's Debt Service Fund levy and Debt Service Fund tax rate that will result during the following ten years if the School Corporation enters into the lease agreement and issues the bonds, after considering any changes that will occur to the Debt Service Fund levy and Debt Service Fund tax rate during that period on account of any outstanding bonds or lease obligation that will mature or terminate during that period, is as follows:

<u>Year</u>	<u>Estimated Total Debt Service Levy</u>	<u>Estimated Total Debt Service Rate</u>
2024	\$4,640,977	\$0.5699
2025	5,622,532	0.6051
2026	5,498,924	0.5802
2027	5,315,618	0.5498
2028	5,399,423	0.5475
2029	5,424,137	0.5393
2030	5,424,307	0.5287
2031	5,415,618	0.5279

#

"EVERY STUDENT, EVERY DAY, TO THEIR FULLEST POTENTIAL"

Porter Township School Corporation

218 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



2032	5,366,018	0.5230
2033	5,374,027	0.5238
2034	5,352,264	0.5217
2035	5,248,509	0.5116

The purpose of the lease agreement is to provide for the completion of the Project.

BE IT FURTHER RESOLVED that all capital improvement projects addressed in the most recent threat assessment and school safety plan have been completed.

BE IT FURTHER RESOLVED that the Secretary of the Board is hereby authorized and directed to publish the notice of adoption of this preliminary determination in accordance with Indiana law.

BE IT FURTHER RESOLVED that if a valid petition pursuant to Indiana Code § 6-1.1.-20-3.5 is received by the School Corporation, the Secretary of the Board is hereby authorized pursuant to Indiana Code § 6-1.1-20-3.5(c) to submit the notice required by Indiana Code § 6-1.1-20-3.5(b)(2) and any other required information to the Porter County Clerk.

Passed and adopted this 12th day of December, 2024.

President, Board of School Trustees

Secretary, Board of School Trustees
#

#

"EVERY STUDENT, EVERY DAY, TO THEIR FULLEST POTENTIAL"

Porter Township School Corporation

2#8 South 500 West
Valparaiso, IN 46385
2#9-477-4933 ext. 1000

#

STACEY M. SCHMIDT, Ph.D.
Superintendent

BEN PARRISH
Assistant Superintendent

KATHLEEN SMITH
CFO/Treasurer



RESOLUTION #1224-315 "C"

DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, Porter Township School Corporation (the "School Corporation") intends to finance the renovation of and improvements to school facilities, which may include renovation and improvements to the High School and the purchase of equipment and technology (the "Project"); and

WHEREAS, the School Corporation reasonably expects to reimburse certain costs of the Project with proceeds of obligations to be incurred on behalf of the School Corporation in an amount not to exceed \$10,500,000; and

WHEREAS, the School Corporation, acting through a leasing entity, expects to have obligations issued on its behalf for the Project and to use the proceeds hereof to reimburse or pay costs of the Project;

NOW, THEREFORE, BE IT RESOLVED that the School Corporation declares its official intent to acquire, construct or rehabilitate the Project with proceeds of obligations incurred on behalf of the School Corporation in an amount not to exceed \$10,500,000 for the purpose of paying or reimbursing costs of the Project; and to approve obligations issued by a leasing entity that will lease the Project to the School Corporation.

BE IT FURTHER RESOLVED, that the School Corporation reasonably expects to reimburse itself from proceeds of obligations issued on behalf of the School Corporation for costs of the Project paid prior to the issuance of the Bonds.

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Porter Township School Corporation

218 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



Passed and adopted this 12th day of December, 2024.

President, Board of School Trustees

Secretary, Board of School Trustees

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“EVERY STUDENT, EVERY DAY, TO THEIR FULLEST POTENTIAL”



PORTER TOWNSHIP SCHOOLS

PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

DECEMBER 2024

THE SKILLMAN CORPORATION

Construction Management Firm, founded in **1972**

100% Employee-Owned Company with **110** Employee-Owners

\$350M Annual Construction Volume

900+ K-12 Projects

90% Projects are Repeat Clients

Success with **90+** Design Firms

Experience with **Local** School Districts

WE BUILD RELATIONSHIPS, NOT JUST BUILDINGS



The SKILLMAN Corporation

AN EMPLOYEE-OWNED COMPANY

52

YEARS OF
CM EXPERIENCE



MIDWEST-BASED
AND EXPERIENCED



PORTER TOWNSHIP SCHOOLS

SCOTT V. CHERRY

Sr. Vice President
& Account Executive

DION KATSOUROS

Vice-President/Regional Manager
& QA/QC

PRE-CONSTRUCTION

ANDREW HUEHLS, LEED AP
Chief Estimator

CHRIS MUVCESKI
Sr. Project Manager

SCOTT CHERRY JR.
Asst. Project Manager

LAURA DAULTON
Project Accounting

KEVIN SULLIVAN
Architectural Estimator

CHUCK KOUDER
Site Manager

DEBBIE OLIVER
Administrative Assistant

PHIL COMMINS
Senior M / E / P Estimator

ZACH GUTHRIE
Project Engineer

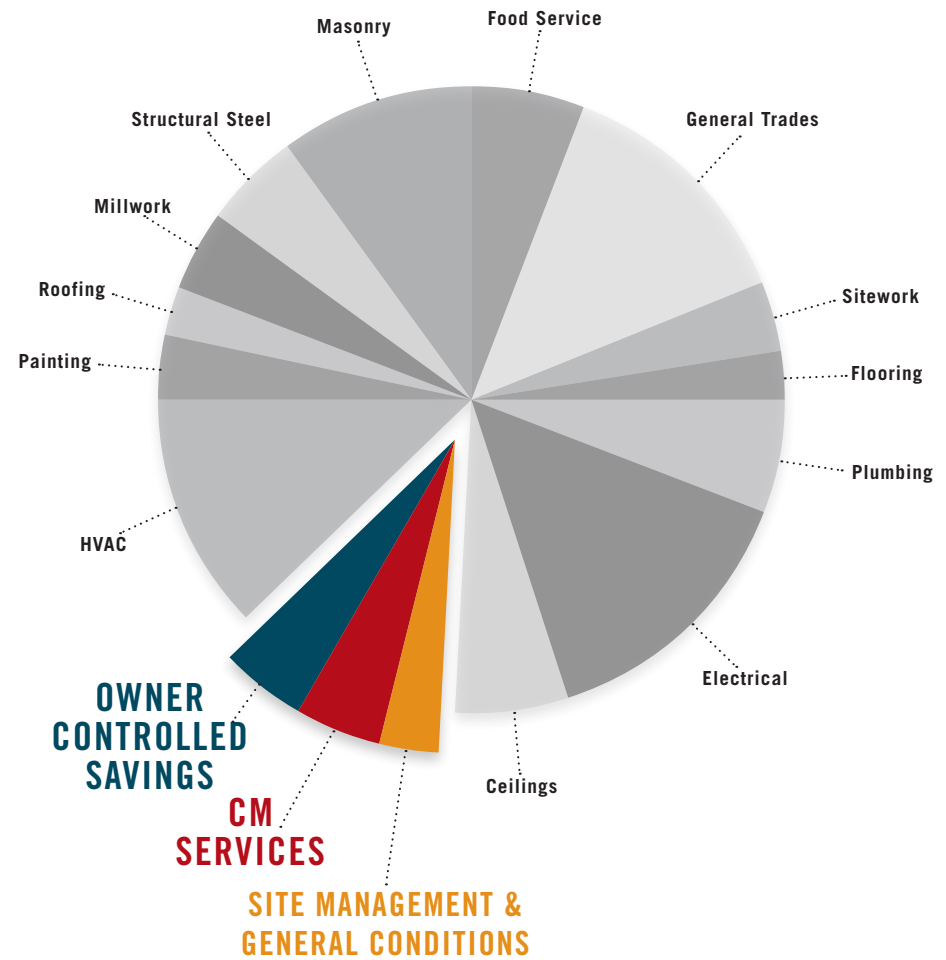
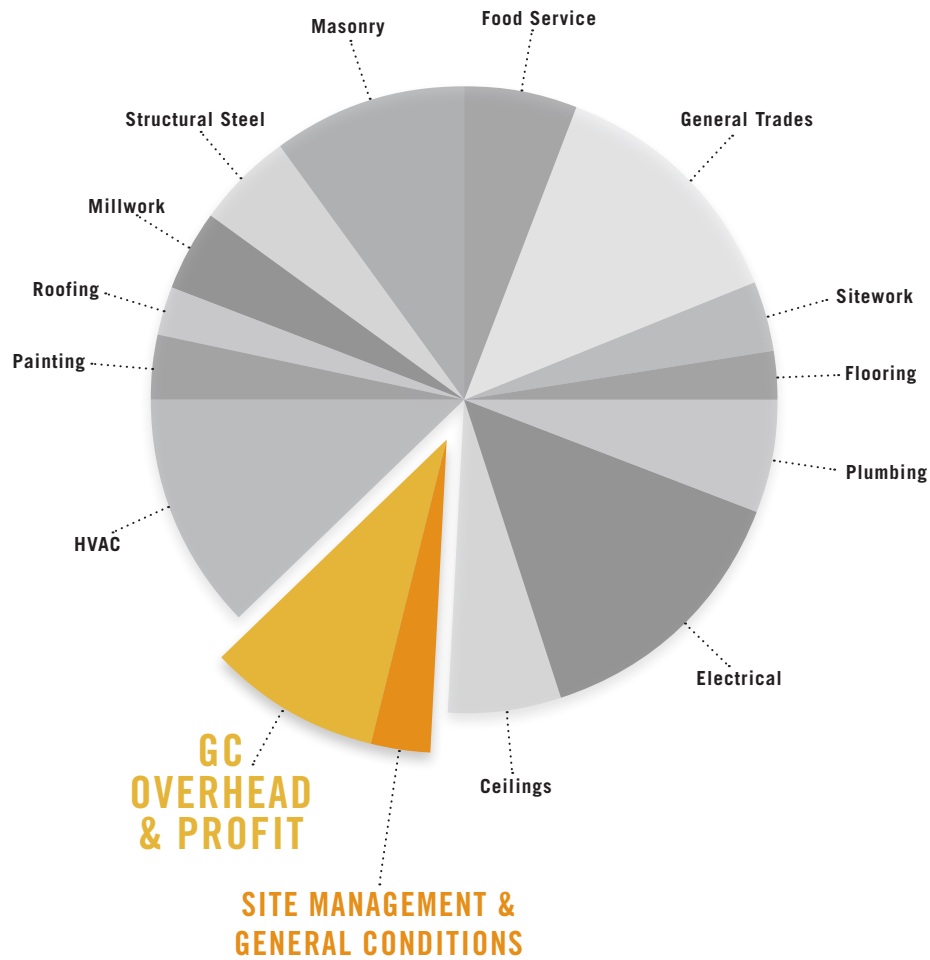
BRANDON SIMMONS
Electrical & Technology
Estimator



GENERAL CONTRACTOR

VS

CONSTRUCTION MANAGEMENT



BIDDING ANALYSIS



GC 1

GC 2

GC 3

GC 4

MASONRY

\$750,000

\$725,000

\$675,000

\$700,000

MECHANICAL

\$1,100,000

\$1,250,000

\$1,300,000

\$1,450,000

ELECTRICAL

\$1,000,000

\$1,100,000

\$1,200,000

\$900,000

PAINT

\$200,000

\$150,000

\$210,000

\$225,000

LUMP SUM BIDS

\$3,050,000

\$3,225,000

\$3,385,000

\$3,275,000

BIDDING ANALYSIS



	GC 1	GC 2	GC 3	GC 4	CM
MASONRY	\$750,000	\$725,000	\$675,000	\$700,000	\$675,000
MECHANICAL	\$1,100,000	\$1,250,000	\$1,300,000	\$1,450,000	\$1,100,000
ELECTRICAL	\$1,000,000	\$1,100,000	\$1,200,000	\$900,000	\$900,000
PAINT	\$200,000	\$150,000	\$210,000	\$225,000	\$150,000
	\$3,050,000	\$3,225,000	\$3,385,000	\$3,275,000	\$2,825,000

SAVINGS DURING BIDDING PROCESS:
\$3,050,000 - 2,825,000 = \$225,000 (8%)

PROJECT SUCCESS: Balancing Cost, Schedule & Quality



SKILLMAN TEAM

PROGRAMMING

BUDGET / QUALITY CONTROL

ESTIMATING

SCHEDULE

CONSTRUCTABILITY

BIDDING

CONTRACTOR AWARD

CONSTRUCTION SCHEDULING

SUBMITTALS, CHANGES, DOCUMENTATION

CONSTRUCTION OVERSIGHT

COMPLETION

MOVE-IN

PROGRAM MANAGEMENT

PRE-CONSTRUCTION PHASE

CONSTRUCTION PHASE

OCCUPANCY PHASE

PRE-CONSTRUCTION TEAM



SKILLMAN ESTIMATORS



ANDREW HUEHLS, LEED AP
V.P. OF PRE-CONSTRUCTION SERVICES

EDUCATION
Purdue University
BS, Building Construction Management

15 YEARS OF EXPERIENCE



KEVIN SULLIVAN
ARCHITECTURAL ESTIMATOR

EDUCATION
Purdue University
B.S., Construction Engineering & Mgmt.

30 YEARS OF EXPERIENCE



PHIL COMMINS
SENIOR M/E/P ESTIMATOR

EDUCATION
University of Houston
Ivy Tech Community College

35 YEARS OF EXPERIENCE



BRANDON SIMMONS
M/E/P ESTIMATOR

EDUCATION
Ivy Tech Community College
AAS, Apprenticeship/Electrician
/ Journeyman License, IEJATC
IBEW Electrical Apprenticeship

15 YEARS OF EXPERIENCE

ESTIMATING & VALUE MANAGEMENT



Public Bid Events
for 2022-2023

316
ESTIMATES

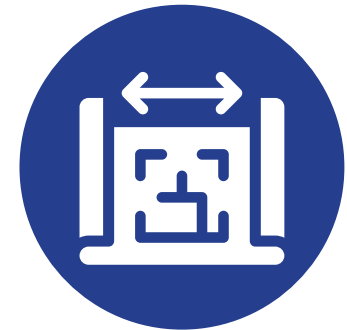
134
BID EVENTS

\$1.2B
CONSTRUCTION

VALUE MANAGEMENT PROCESS



Detailed
Estimating



Constructability
Reviews



Building
Optimization



Life-Cycle
Costing

BIDDING



Engage Local Contractor Relationships

Increased Outreach to Maximize Participation

Bidding Strategies for Multiple Primes

Promote Relationship with Porter Twp.

Front-end Specifications & Contractor Requirements

Pre-Award Conferences & Award Recommendation Letter



**TOWN HALL
STYLE MEETINGS**



**MEDIA CAMPAIGNS
(ADS, WEBSITE, ETC.)**



**OUTREACH TO
LOCAL LABOR ORGS.**



**CHAMBER BUSINESS
NOTIFICATION**

CONSTRUCTION PHASE SERVICES



CHRIS MUVCESKI
Sr. Project Manager

SCOTT CHERRY JR.
Asst. Project Manager

CHUCK KOUDER
Site Manager

ZACH GUTHRIE
Project Engineer

EXTENSION OF YOUR ADMINISTRATION

Bidding

Contract Administration

Project Documentation

Budget & Cost Controls

SINGLE POINT OF RESPONSIBILITY

On-Site Supervision

Daily Communications

Schedule Execution

Quality & Safety

PROJECT DOCUMENTATION & COMMUNICATION



Extension of Facility's Staff

Contract Administration

Documentation & Correspondence

Project Accounting

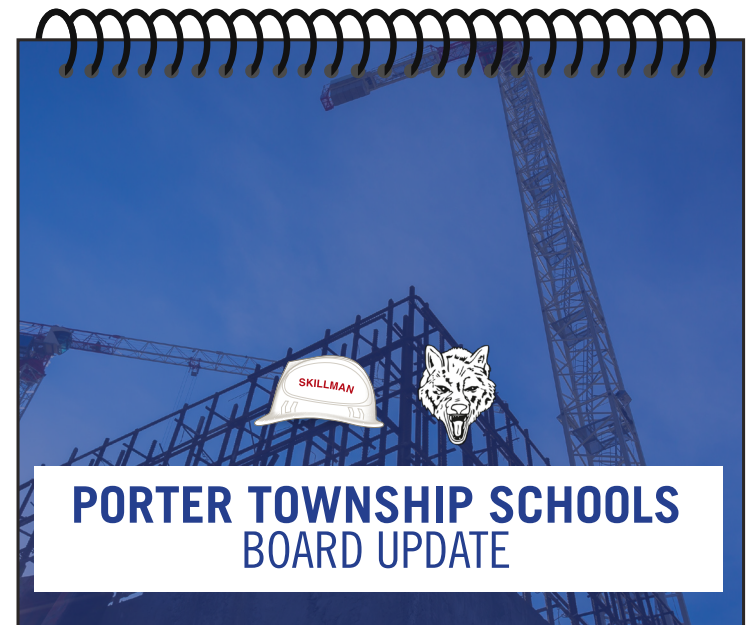
ECOMM Web-Based Software

Admin & Board Communications

- Construction Progress / Phasing Updates
- XBE Utilization / Participation Tracking
- Contingency & Budget Reports



AUTODESK®
CONSTRUCTION
CLOUD



SINGLE POINT OF RESPONSIBILITY



JOBSITE ORIENTATION

Porter Twp. Schools



1. I understand that the Project opens at 7:00 AM and any work performed outside the typical hours and/or on Saturdays and Sundays must be coordinated with The Skillman Site Representative.
2. I am responsible for my safety and the safety of those around me.
3. I will wear my hardhat at all times.
4. I will dress appropriately for the tasks that I am assigned.
5. I will not wear shorts or tennis shoes or sleeveless shirts.
6. I will not use foul and/or offensive language on site.
7. I understand that my supervisor is the individual for my company tasked with the prevention of accidents.
8. I will cooperate with my supervisor and report all incidents or accidents or unsatisfactory conditions.
9. I have reviewed and understand the emergency alarm code system and know that;
10. one signal = fire and total evacuation of the building - all workers report to their supervisor in the parking area
11. Two signals = emergencies – all supervisors report to the Skillman Office Trailer.
12. I will not display signs or symbols in my workplace or on my person that may be offensive to others.
13. I will not bring food or drink into the work area.
14. I will leave my workspace clean, trash free and broom clean at the end of my work day.
15. I will not bring a radio, television or other devices nor wear earphones or headset that may distract me or my fellow workers or mask emergency or warning sounds.
16. I will ensure my employer has conducted a background check on me and admit that I am not a convicted sex offender.
17. I will not possess or use drugs, alcohol or tobacco while on this project nor will I come to work under the influence of drugs or alcohol.
18. I will not use facilities that are not assigned to the construction workers.
19. I will not mingle with the students or staff of the school.
20. I am aware of the location of my company's on-site First Aid Kit.
21. I will not bring combustible material into the building.
22. I will comply with OSHA Standards and/or SDS sheets.
23. I will not block exit ways or fire exiting at any time.
24. I will not create any disturbance on the Project site.
25. I will park in the parking areas designated by The Skillman Corporation.
26. I will only enter and exit the Project site via the construction gate.
27. I will protect my work and other trades work at all times.
28. I understand that violations of these rules or any other ordinance or law are cause for my removal from the project.

I have read, understood, and will comply with all the above items.

Name (Print): _____ Prime Contractor: _____

Signature: _____ Subcontractor (if applicable): _____

Date: _____ Hardhat Sticker #: _____

PROJECT CLOSEOUT



ZERO PUNCH LIST GOAL

On-going QA / QC

- Pre-Installation Conferences
- Work Completion Lists

Equipment & Furnishing Move-In

Owner Training & Equipment Start-up

Final Project Accounting / Retainage

Site Manager Departure Process

100% on-site until project is complete

Electronic Project Closeout Documentation

10-Month Warranty Walk-Through

PROJECT CLOSEOUT DOCUMENTATION



CROWN POINT COMMUNITY SCHOOL CORPORATION

DOUGLAS MACARTHUR ELEMENTARY SCHOOL ADDITIONS, RENOVATIONS, AND RELATED WORK

PROJECT DOCUMENTS

Allowance Authorizations

Architect's Field Reports

As-Builts

ASI

Bid Tabs

Bidding Documents

Bids (Successful and Unsuccessful)

Change Orders

Change Order Requests

Closeout Submittals

Construction Change Directives

Construction Schedules

Contracts

Daily Reports

eComm Activity Report

Forms

Hazcom/Safety

Insurance

Pay Applications

Permits

Preinstallation Meetings

Progress Meeting Minutes

Project Photos

Proposal Request-Bulletins

Proposed Change Orders (PCO)

Request for Proposal

RFI

Status Reports

Submittals

Testing Reports

Tool Box Talk



POWERED BY
EASTERNENGINEERING.COM



COMMITTED FROM START TO FINISH

STUDENT INTERNSHIPS & WORKFORCE DEVELOPMENT



2024 SKILLMAN SUMMER INTERNS



**EARLY ENGAGEMENT
& RECRUITMENT**



SCHOLARSHIPS



**MENTORSHIP
PROGRAMS**

AIA[®] Document C132[®] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the twelfth day of December in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Porter Township School Corporation
248 South 500 West
Valparaiso, IN 46385

and the Construction Manager:
(Name, legal status, address, and other information)

The Skillman Corporation
8006 Aetna Street
Merrillville, IN 46410

for the following Project:
(Name, location, and detailed description)

Porter Lakes Elementary School
Additions and Renovations and District-Wide Improvements

The Architect:
(Name, legal status, address, and other information)

Gibraltar Design
9102 N. Meridian Street, Suite 300
Indianapolis, IN 46260

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's Program consists of significant improvements to their existing Porter Lakes Elementary School. The work consists of adding 4 Pre-K classrooms, 4 Kindergarten classrooms, expanding and renovating the existing cafeteria, and expanding roadways and parking lots. Other district-wide improvements are subject to available funds.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Current Porter Lakes Elementary School is located at 208 S 725 W, Hebron, IN. It is a 1-story brick building, approximately 60,000 square feet and sitting on approximately eleven acres of land.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See CONTRACT EXHIBIT "A" – Program Schedule/Budget dated November 22, 2024. The cost of the work is approximately \$16,525,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See CONTRACT EXHIBIT "A" – Program Schedule/Budget dated November 22, 2024

.2 Construction commencement date:

See CONTRACT EXHIBIT "A" – Program Schedule/Budget dated November 22, 2024

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Construction Manager – Agency with Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

To Be Determined

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

(Paragraph deleted)

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not Applicable

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Dr. Stacey Schmidt, Superintendent
Porter Township School Corporation
248 South 500 West
Valparaiso, IN 46385
(219) 477-4933

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

To Be Determined

.2 Geotechnical Engineer:

To Be Determined

.3 Civil Engineer:

To Be Determined

.4 Contractors, as defined in Section 1.3:

To Be Determined

.5 Separate Contractors, as defined in Section 1.3:

To Be Determined

.6 Other, if any:

(List any other consultants retained by the Owner.)

To Be Determined

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Scott V. Cherry, Senior Vice President/Account Executive
The Skillman Corporation
8006 Aetna Street
Merrillville, IN 46410
(219) 942-2787

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

1 – Project Manager
1 – Assistant Project Manager
1 – Site Manager
1 – Project Engineer

(Names of individuals in accordance with Staffing Plan as outlined in Proposal for Construction Management Services dated November 8, 2024)

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

(List name, legal status, address, and other contact information of any consultants.)

Not Applicable

§ 1.1.14 The Construction Manager's consultants retained under Supplemental Services:

Not Applicable

§ 1.1.15 Other Initial Information on which this Agreement is based:

Not Applicable

(Paragraphs deleted)

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

(Paragraphs deleted)

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in the agreement between Owner and Architect, a copy of which shall be provided to Construction Manager. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager actually discovers any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

Init.

§ 2.7 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

(Paragraphs deleted)

§ 2.7.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.7.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.7.1 and 2.7.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.7.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.7.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.7.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.7.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.7.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager may, upon mutual agreement with the Owner, provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) a Project schedule, (2) cost estimates, (3) recommendations for Project delivery method, and (4) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. These obligations are for the purpose of facilitating the performance of the Basic Services by the Construction Manager and not for the purpose of discovering errors, omissions, or inconsistencies in the Drawings and Specifications prepared by the Architect, engineers, or other design professionals or consultants engaged by Owner. The Construction Manager is not required to ascertain that such Drawings and Specifications are accurate, free of errors or omissions, consistent with other plan sheets or the Specifications or in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity actually discovered by the Construction Manager shall be reported promptly to the Architect and Owner. If the Construction Manager believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Construction Manager's report regarding any such items discovered, the Construction Manager shall request additional compensation as provided in this Agreement. The Construction Manager shall not be liable to the Owner or the Architect for damages resulting from such errors, inconsistencies or omissions in such Drawings and Specifications unless the Construction Manager recognized such error, inconsistency, or omission and knowingly failed to report it to the Architect and Owner.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction consistent with the Project Schedule.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. The Work shall, however, be performed under separate contracts between the Owner and one or multiple Contractors and such contracts shall be awarded, executed and administered in the

name of the Owner by the Construction Manager as the Owner's agent. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Construction Manager and Architect or any of the Contractors, subcontractors or material suppliers on the Project, nor confer any third-party beneficiary rights to them.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

(Paragraph deleted)

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.28, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect. The Construction Manager shall not be liable for any delay in the commencement, prosecution, or completion of the Project, disruption to or interference with the performance of the Work, loss of productivity, loss of use, interest expense, carrying costs, lost profits or other similar claims, whether or not foreseeable.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

Init.

§ 3.3.10 The Construction Manager shall monitor actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs.. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented and discovered by the Construction Manager. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and recommend the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment that combines all Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) recommend the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's recommendation for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a recommendation for payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount recommended. On behalf of the Owner, and solely as the Owner's agent, the Construction Manager may tender payments to the Contractors in accordance with the payment terms set forth in their Contracts. Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and any of the Contractors, Subcontractors or material suppliers on the Project, nor confer any third-party beneficiary rights on them.

§ 3.3.12.4 The recommendation of payment of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or

Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Contractors shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors, coordinate submittals with information contained in related documents, and transmit to the Architect. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness.

(Paragraph deleted)

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Status of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Photographs to document the progress of the Project; and
- .11 Status reports on permits and approvals of authorities having jurisdiction.

(Paragraphs deleted)

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors upon request. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents..

§ 3.3.27 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be reasonably withheld.

§ 3.3.28 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The Construction Manager shall provide the listed Supplemental Services only if specifically designated in 4.1.2 as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Paragraphs deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

- .8 Assistance to the Initial Decision Maker; or
- .9 Serve as the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's written notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.28, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixteen (16) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 Any design, engineering, architectural, or other professional services which require the employment of licensed personnel will be performed by licensed personnel. The Owner shall retain an Architect to provide services, duties and responsibilities as described in a written agreement between the Owner and the Architect, the terms of which shall be consistent with this Agreement and shall incorporate by references AIA Document A232-2019, "General Conditions of the Contract for Construction – Construction Manager as Adviser Edition," as electronically modified. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement. The Owner understands and acknowledges that the Construction Manager is not a design professional firm and is not licensed to engage in the practice of architecture or engineering. Since the Construction Manager cannot perform design services required of licensed design professionals and does not maintain Professional Liability Insurance to protect it against claims arising from such design services, the Owner agrees that claims made or by or through the Owner alleging professional negligence or defective or deficient design or design-related services shall be made directly against the Architect, engineers or other design professionals and consultants performing the design service claimed to be negligent, defective or deficient, and the Owner agrees to release and hold the Construction Manager harmless in connection therewith. Actions taken by the Architect shall be considered to be the actions of the Owner, and the Construction Manager shall not be responsible for them.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project, including the authority to approve Contractor Change Orders. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document B235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager if the Owner or Architect becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 No fixed limit of the Cost of the Work shall be established by or as a condition of this Agreement by the establishment of a Project budget or otherwise.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner

warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in section 9.7.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

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(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:

(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

.1 Reasonable overhead and profit anticipated by Construction Manager on Preconstruction services not completed or performed during the Preconstruction Phase; and

.2 Reasonable overhead and profit anticipated by Construction Manager on services not completed or performed during the Construction Phase.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect. The terms "knowledge," "knowingly," "recognize," and "discover," and their respective derivatives, when used in reference to the Construction Manager, shall be interpreted to mean that which the Construction Manager actually knows, recognizes or discovers.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Pursuant to applicable law, Construction Manager shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program (Program). Construction Manager is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also, pursuant to applicable law, Construction Manager must execute an affidavit affirming that it does not knowingly employ an unauthorized alien. A copy of said affidavit is attached or can be made available upon request.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

See Article 14

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

See Article 14

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

See Article 14

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed upon between Owner and Construction Manager

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

As mutually agreed upon between Owner and Construction Manager

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

(Table deleted)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the

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expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures including sales, use or similar taxes related to the Project and paid by the Construction Manager, and losses and expenses, not compensated by insurance or otherwise, sustained by the Construction Manager in connection with the Work (provided they have resulted from causes other than the negligence of the Construction Manager.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.7 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of zero (\$ -0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work or for claims by the Owner relating to the acts or omissions of Contractors, the Architect or other for whom the Construction Manager is not responsible under this Agreement, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.9 Construction Manager will never change payment information by electronic communication, including email. Owner shall verify any request to change payment or remittance requests. Owner shall indemnify, defend and hold harmless Construction Manager from any and all claims (including but not limited to claims for non-payment by Construction Manager), disputes, losses, costs, expenses (including reasonable attorneys' fees) arising from or related to cyber crime, cyber security, phishing scams, data breaches, compromised electronic communications, and/or other cyber incident(s) arising from or related to Owner's operations.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

If the Construction Manager initiates a legal proceeding to collect any unpaid sums and the Construction Manager prevails against the Owner, the Owner agrees to reimburse the Construction Manager for its reasonable attorneys'

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fees, costs and expenses. The Construction Manager's right to recover interest and its reasonable attorneys' fees shall be in addition to, and shall survive, the Construction Manager's right to suspend services or terminate this Agreement for nonpayment.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

ARTICLE 14 COMPENSATION

§ 14.1 Basic Services

§ 14.1.1 For the Construction Manager's Basic Services as described under Article 3 which includes all overhead and office personnel for services provided pre-construction and during construction (i.e. accounting, estimating, scheduling, pre-planning, budgeting, bidding, and contract preparations, etc.) and based on the attached CONTRACT EXHIBIT "A" – Program Schedule/Budget dated November 22, 2024, the Owner shall compensate the Construction Manager as follows:

Fixed Fee for Construction Management Services: \$420,750

§ 14.1.2 Construction Management Staffing:

Staffing for the project is a function of construction duration and the sequence of work required to maintain school functions during construction. Based on the schedule illustrated on the attached CONTRACT EXHIBIT "A" – Program Schedule/Budget dated November 22, 2024, and the staffing as outlined in our Proposal for Construction Management Services dated November 8, 2024, the following is our fee for staffing:

Fixed Fee for Construction Management Staffing: \$640,000

§ 14.2 Payment for Services:

§ 14.2.1 For the Pre-Construction Phase services, 20% of the Basic Services Fee identified in 14.1.1 shall be invoiced in accordance with the following schedule:

Conceptual Design Estimate:	20%
Design Development Estimate:	25%
Final Design Estimate	30%
Construction Documents and Bidding	25%
	100%

§ 14.2.2 For the Construction Phase services, the remaining fee and staffing shall be invoiced in equal payments (based on construction months as indicated on CONTRACT EXHIBIT "A" – Program Schedule/Budget dated November 22, 2024, beginning at the issuance of the Notice to Proceed with construction.

§ 14.3 General Conditions

§ 14.3.1 General Condition costs are inherent to the construction process but cannot be fully quantified until the final scope and schedule are established. These costs are incurred by the Construction Manager and/or are incorporated into the project. Prior to establishing the final scope and schedule, these costs will be estimated and carried in the budget. They include, but are not limited to the following:

Project Temporary Office
Temporary Fencing/Barricades/Protection
Temporary Signage
Temporary Toilets

Quality Control Testing
Dumpsters
Site Security
Electronic Bid Documents
Access Roads and Walkways
Site Remediation/Clean-up
Final Cleaning

Prior to issuance of the Notice to Proceed with construction for each project, the General Conditions budget may be converted to a mutually agreed lump sum for those incurred by the Construction Manager or paid directly by the School Corporation.

This Agreement is entered into as of the day and year first written above.

PORTER TOWNSHIP SCHOOL CORPORATION
OWNER (Signature)

(Printed name and title)

THE SKILLMAN CORPORATION
CONSTRUCTION MANAGER (Signature)
Scott V. Cherry, Senior Vice President
(Printed name and title)

THE SKILLMAN CORPORATION
CONSTRUCTION MANAGER (Signature)
Dan King, President
(Printed name and title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2024

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 Diamond Bros. Insurance, LLC 11708 N. College Ave. Carmel IN 46032		CONTACT NAME: Julia Hoskins PHONE (A/C, No, Ext): (317) 853-3588 FAX (A/C, No): (317) 853-3501 E-MAIL ADDRESS: julia.hoskins@diamondbros.com	
INSURED The Skillman Corporation 3834 S. Emerson Avenue Indianapolis IN 46203		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company NAIC # 23396 INSURER B: Amerisure Insurance Co. 19488 INSURER C: Cincinnati Insurance Co 10677 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 24-25 ALLCOV**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Property Damage Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP1317090	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA1317089	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU1329245/EXS0572474	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 EXCESS \$ 2,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y	N/A		WC1317091	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	Leased/Rented Equipment			IM2074506	04/01/2024	04/01/2025	Per Item/Occurrence \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Porter Township School Corporation 248 South 500 West Valparaiso IN 46385	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
---	---

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AFFIDAVIT



The SKILLMAN Corporation

AN EMPLOYEE-OWNED COMPANY


The Skillman Corporation Affidavit of E-Verify Participation and Non-employment of Unauthorized Aliens

The undersigned being duly sworn on oath, does hereby state that The Skillman Corporation does not knowingly employ unauthorized aliens and participates in the E-Verify Program when it hires new employees to confirm their work eligibility.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

Dated this 3rd day of January 2024

THE SKILLMAN CORPORATION

By: 
Brad Skillman, CEO

*State of Indiana
County of Marion*

Subscribed and sworn to before me this 3rd day of January 2024.

 Notary Public
Julie A. North

*My commission expires: 6/29/2030
Residing in Johnson County, IN*



The SKILLMAN Corporation

CONTRACT EXHIBIT "A" - Program Budget/Schedule

[illegible]



Porter Township School Corporation
PORTER LAKES ELEMENTARY
School Board Meeting

December 12, 2024

CONTRIBUTORS



CREATED FOR

Porter Township
Schools Since 1997

CONTENT

- 1 Plan Update
- 2 Exterior Discovery
- 3 Interior Discovery
- 4 Schedule
- 5 Next Steps

School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



PLAN UPDATE

School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR
Porter Township
School
Corporation



GIBRALTAR
DESIGN



PLAN UPDATE

Overall Site Plan



Considerations

SITE INFORMATION		
PARENT QUEUE (On Site)		
	Existing	New
PK – KG	±94	±112
1 – 3	±63	±118
PARKING SPACES		
Existing		±110
New		±15
Alternate Event Parking		±123
TOTAL		±248

- ❖ Expand existing north drive to 3 lanes
- ❖ Increase parent queue counts to accommodate all cars on site
- ❖ Maintain play area square footages
- ❖ New extended sidewalk at southmost portion of drive to facilitate pick-up and drop-off
- ❖ Relocate existing Storage building
 - ♦ Owner to relocate building
 - ♦ Gibraltar to provide new concrete pad and reroute utilities
- ❖ **Alternates:**
 - ♦ Event Parking

School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR
Porter Township
School
Corporation



GIBRALTAR
DESIGN



PLAN UPDATE

Overall Floor Plan



Considerations

- ❖ **TOTAL CAPACITY: ±756 Students**
- ❖ Add 8 New KG-sized classrooms
- ❖ New Entry and Commons / multi-purpose space
- ❖ Expand existing Cafeteria and Kitchen
- ❖ **TOTAL ADDITION SF: ±24,000 SF**
- ❖ **Alternates:**
 - ♦ Generator
 - ♦ Sprinkler System
 - ♦ Canopy

PLAN UPDATE

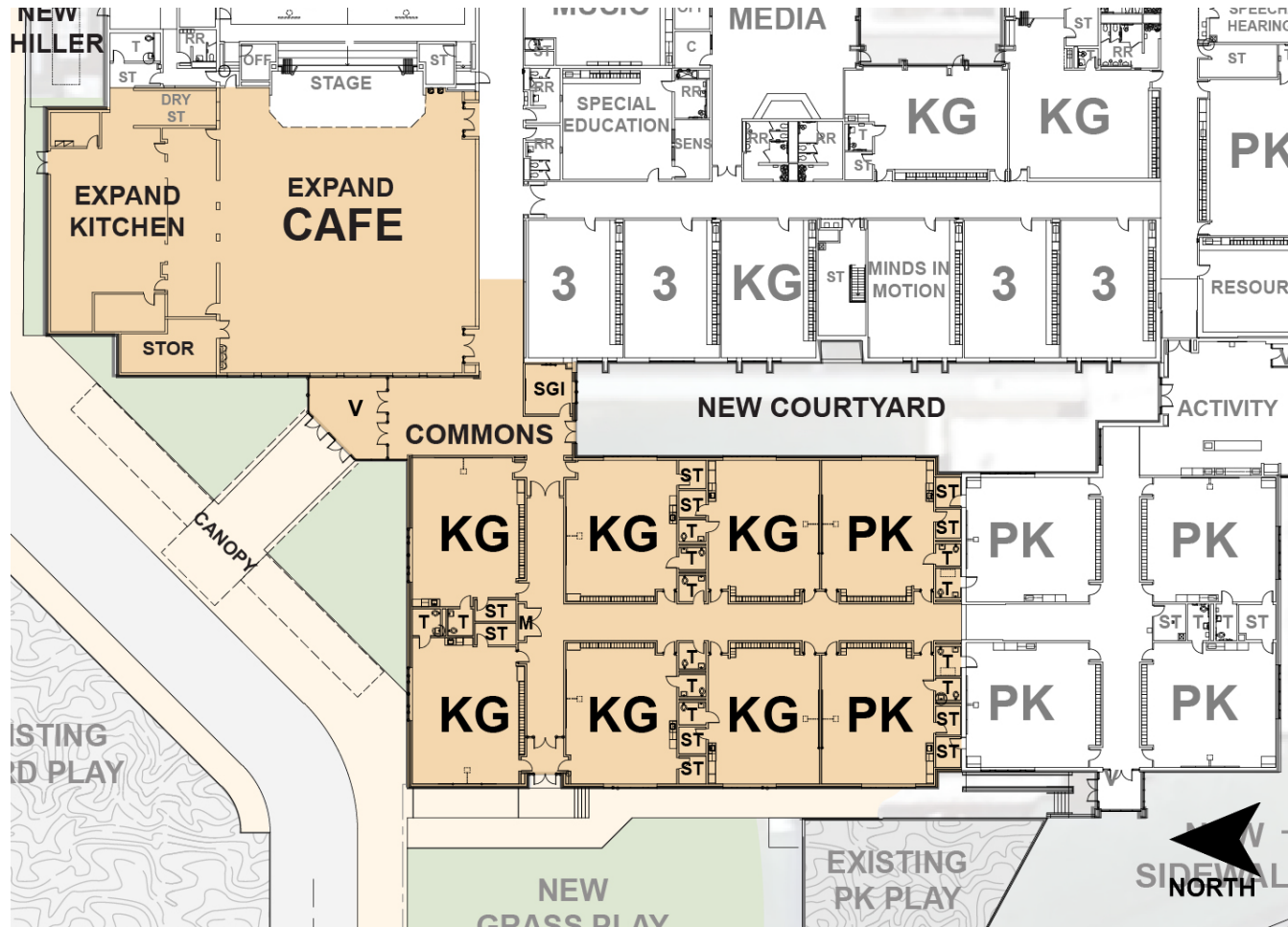
Floor Plan

School Board
Meeting

PORTER LAKES
ELEMENTARY
SCHOOL

December 12, 2024

CREATED FOR
Porter Township
School
Corporation



Considerations

- ❖ **TOTAL CAPACITY: ±756 Students**
- ❖ Add 8 New KG-sized classrooms
- ❖ New Entry and Commons / multi-purpose space
- ❖ Expand existing Cafeteria and Kitchen
- ❖ **TOTAL ADDITION SF: ±24,000 SF**
- ❖ **Alternates:**
 - ♦ Generator
 - ♦ Sprinkler System
 - ♦ Canopy



School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



EXTERIOR DISCOVERY

School Board
Meeting

PORTER LAKES
ELEMENTARY
SCHOOL

December 12, 2024

CREATED FOR
Porter Township
School
Corporation



GIBRALTAR
DESIGN



EXTERIOR DISCOVERY

Existing Building



Considerations

- ❖ Intent for new addition is to match 2021 addition materials and colors
 - ♦ *Brick (color and size)*
 - ♦ *Metal Fascia*
 - ♦ *Window / Door Frames*
 - ♦ *Wood Siding at Windows*
 - ♦ *EIFS Soffits*
- ❖ New Entry and Commons exteriors to match 2015 office addition design language

School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR
*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



EXTERIOR DISCOVERY

Overall View



School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR
*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



EXTERIOR DISCOVERY

Main Entry



School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



INTERIOR DISCOVERY

School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR
*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



INTERIOR DISCOVERY

Commons



School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR
*Porter Township
School
Corporation*

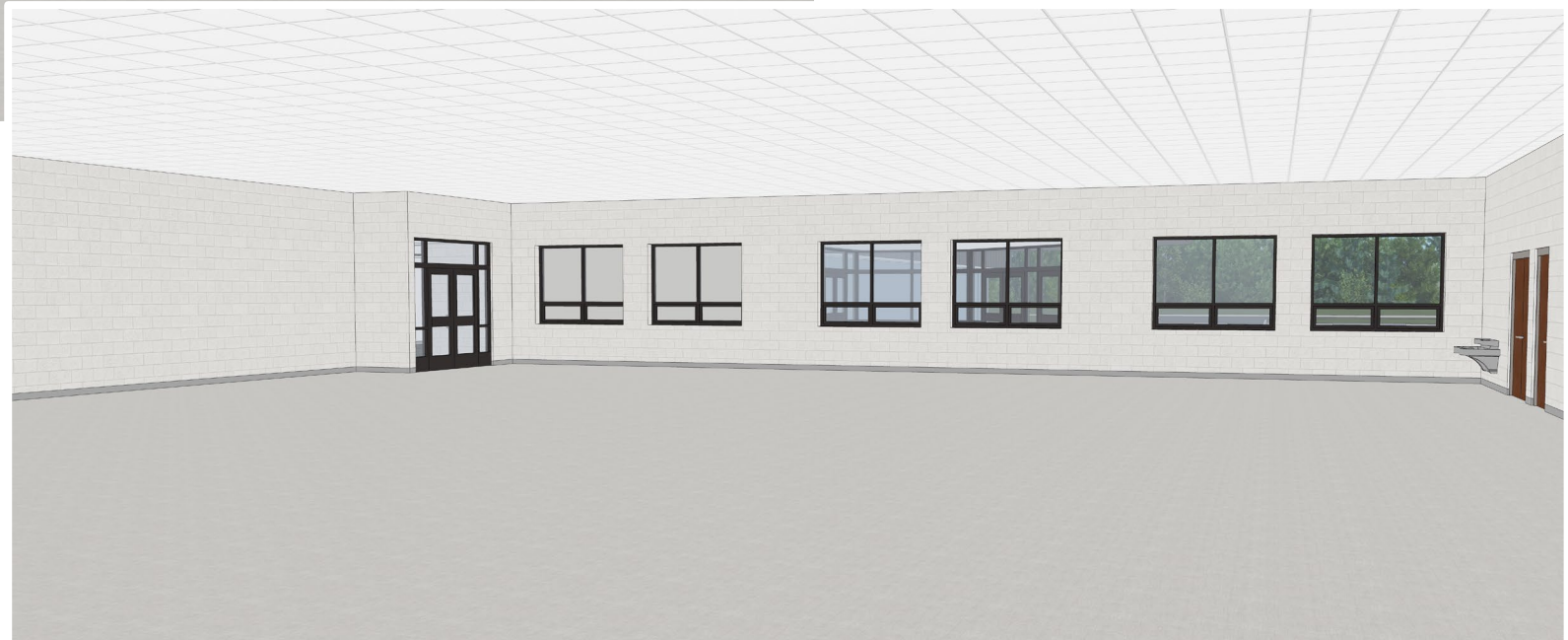
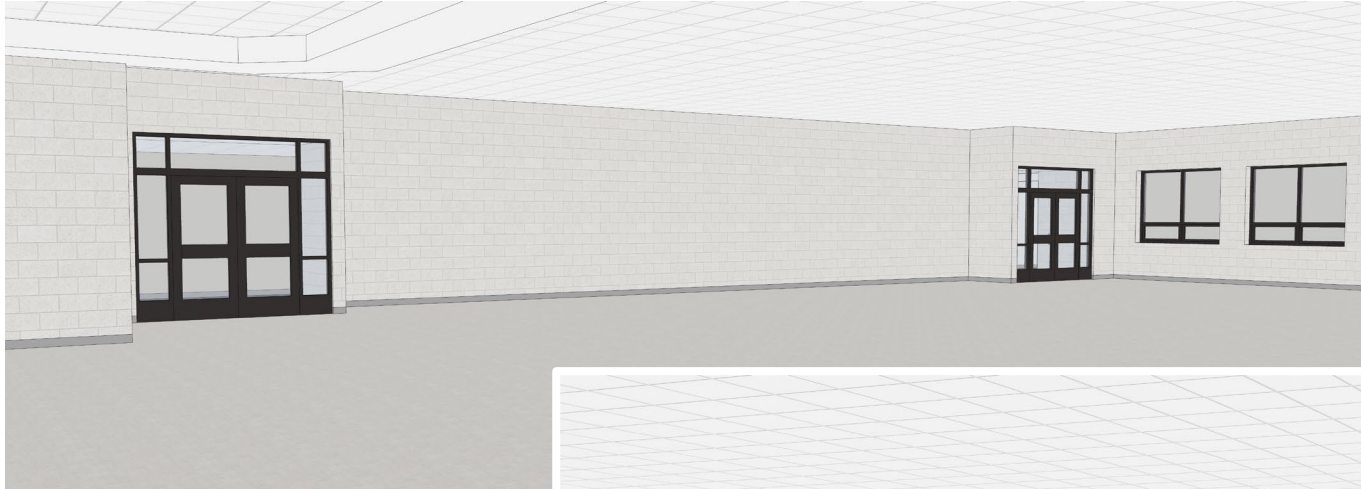


GIBRALTAR
DESIGN



INTERIOR DISCOVERY

Cafeteria



School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



SCHEDULE

PRELIMINARY PLANNING SCHEDULE

Tentative Schedule Summary

TIME FRAME	MILESTONE
August 8, 2024	School Board Update & Input
August 15 & September 12 (Proposed dates)	Project Hearing
Spring 2025	Issue for Bid
Spring 2025	Receive Bids & Start Construction
July 2027	Substantial Completion

School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



School Board
Meeting

**PORTER LAKES
ELEMENTARY
SCHOOL**

December 12, 2024

CREATED FOR

*Porter Township
School
Corporation*



GIBRALTAR
DESIGN



NEXT STEPS

School Board
Meeting

PORTER LAKES
ELEMENTARY
SCHOOL

December 12, 2024

CREATED FOR

Porter Township
School
Corporation

NEXT STEPS

- ❖ Continue next level of design and scope validation
- ❖ Review with Skillman to stay aligned with budget
- ❖ January TBD Finish Meeting
- ❖ February TBD School Board Design Update with Finishes & Final Design



GIBRALTAR
DESIGN





THANK YOU

CONTRIBUTORS



CREATED FOR



BOONE GROVE HIGH SCHOOL

260 South 500 West, Valparaiso, IN 46385

(219) 476-3455

(219) 306-8600

Fax: (219) 306-8659

Clay Corman, Principal

James Rosinia, Associate Principal

To: Board of School Trustees

From: Mr. Clay Corman

Re: Field Trip Approval

Date: November 15, 2024

RECEIVED

NOV 19 2024

Porter Township
School Corporation

This letter is to request permission for an overnight field trip for Key Club to participate in the Key Club Leadership Convention at Crowne Plaza Indianapolis Airport in Indianapolis, IN on February 28-March 2, 2025. The Key Club will learn about service opportunities, connect with other Key Club members from around the state and learn about future projects.

Thank you,

Clay Corman
Principal

Boone Grove High School

Phone: 219-476-3455

Fax: 219-306-8659

Clay.Corman@ptsc.k12.in.us

PORTER TOWNSHIP SCHOOL CORPORATION

248 South 500 West
Valparaiso, Indiana 46385

Date Submitted 11/14/24

FIELD TRIP REQUEST

1. Teacher Jvette Westerman Building BGHS
2/28/25 Departure Time 1:00 pm 3/2/25 Arrival Time 3-3:30 pm
 Grade / Subject(s) BGHS (9-12)

I need a Substitute - Yes ☒ No ☐ 2/28/25 - 1/2 PM only

2. Proposed Activity: Kiwanis / Key Club District Leadership Conference

3. Date(s) of proposed activity: Friday, February 28, 2025 thru
Sunday, March 2, 2025

Check all that are appropriate

- ☒ Cafeteria notified in writing one week in advance
- ☒ A notice (one week in advance) of students participating was given to all affected teachers
- ☒ Permission slips filled out by all students and on file in the office
- ☒ Specific apparel to be worn by students
- ☒ Chaperon List (one for each ten students) submitted to Principal one week before activity

4. If chaperons cannot be provided, the Field Trip will be cancelled, unless waived by the Building Principal

5. (a) List your objectives (you may attached an additional sheet if necessary)

- Students will:
- Participate in workshops and seminars to improve leadership skills
 - Take part in activities to promote community service
 - Connect with peers from other districts to share ideas
- Explain (b) How the objectives of this trip correlate with the Indiana Academic Standards (you may attached an additional sheet if necessary)
- Leadership; Networking; team building
- Vote on amendments
 - Elect leaders
 - Showcase projects

6. Number of students involved: 10

7. Approval:

Principal

Date

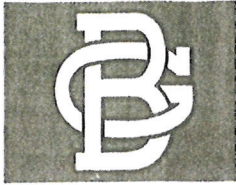
Transportation

Date

Superintendent

Date

Costs: Admission fees, parking fees, toll fees and bus driver cost is the total cost. Please see Building Administrator for current driver rates.
 NOTE: Tolls, parking and others fees must be paid in cash by the person(s) in charge of the field trip, the driver is not responsible for these costs. Deposit all money with school treasurer. Expense checks will be written from this account.



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: BGIMS PTO DEC 2 2024

Sponsor / Individual in Charge: Jessica Meadows

Fundraiser Dates: From: 12/20 To: 12/20 Total Number of Days: 1 Porter Township School Corporation

Fundraiser Details: Winter Sit-a-thon

Where: BGims Cafe Cost of Items Sold: \$5 Goal: 300

Use of Money: 8th grade Party

Vendor Name: _____

Vendor Address: _____

Needs: Money Bag _____ Tickets _____

Sponsor Signature: [Signature] Date: 11/25/24

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: 11/25/24

ATHLETIC DIRECTOR APPROVAL:

[Signature] DATE: 12/2/24

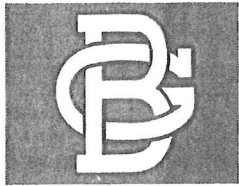
DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

DATE: _____

[Signature]



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 Principals Fund

Sponsor / Individual in Charge: Wotherspoon / Boone

Fundraiser Dates: From: 12/9 To: 12/19 Total Number of Days: 9

Fundraiser Details: Spirit Week Snowflake War / Spirit Wear Sale

Where: BGMS Cost of Items Sold: \$1-5 Goal: \$1000

Use of Money: Student activities, teacher / classroom support

Vendor Name: n/a

Vendor Address: n/a

Needs: Money Bag ☐ Tickets ☐

Sponsor Signature: [Signature] Date: 11.20.24

Porter Township
School Corporation
RECEIVED
DEC 3 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:

DATE: 11/25/24

ATHLETIC DIRECTOR APPROVAL:

DATE: 11-25-24

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: National Honor Society

Sponsor / Individual in Charge: Tracy Janeschek

Fundraiser Dates: From: 12/19/24 To: 12/19/24 Total Number of Days: 1

Fundraiser Details: Door Decoration Fundraiser → Make 1, Donate 1

Where: BGHS Cafeteria Cost of Items Sold: \$5 entry Goal: \$500

Use of Money: NHS Events → Spring Semester, School Dance Funding

Vendor Name: N/A RECEIVED

Vendor Address: N/A

Needs: Money Bag _____ Tickets ✓ (Raffle) **DEC 3 2024**

Sponsor Signature: Tracy Janeschek Porter Township School Corporation Date: 11/22/24

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: 11/25/24

ATHLETIC DIRECTOR APPROVAL:

[Signature] DATE: 11-25-24

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: Junior Class / Class 2026

Sponsor / Individual in Charge: Melissa Saco

Fundraiser Dates: From: 3/18/25 To: 3/18/25 Total Number of Days: 1

Fundraiser Details: Mother / Son Carnival themed event
We will have concessions, games, & picture opportunities

Where: B G H S Cost of Items Sold: \$20/ Kid w/ disc Goal: \$500-750 for extra Kids

Use of Money: Prom + graduation activities

Vendor Name: _____

Vendor Address: _____

Needs: Money Bag _____ Tickets _____

Sponsor Signature: M Saco Porter Township School Corporation Date: 11/18/24

RECEIVED

DEC 3 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:

DATE: 11/25/24

ATHLETIC DIRECTOR APPROVAL:

DATE: 11-28-24

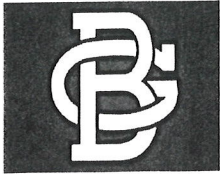
DIRECTOR OF FOOD SERVICE APPROVAL:

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: BGE Student Council

Sponsor / Individual in Charge: Amanda McKee

Fundraiser Dates: From: 04/07 To: 04/11 Total Number of Days: 5

Fundraiser Details: Jar Wars

Where: BGE Cost of Items Sold: — Goal: \$2,000

Use of Money: donation to Cristian's Dream

Vendor Name: n/a RECEIVED

Vendor Address: n/a

Needs: Money Bag ✓ Tickets ✓ NOV 22 2024

Sponsor Signature: Amanda McKee Date: 11/20/2024

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: 11.20.2024

ATHLETIC DIRECTOR APPROVAL:

DATE: _____

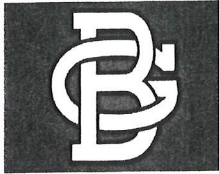
DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

DATE: _____

18



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: BGE Student Council
Sponsor / Individual in Charge: Amanda McKee
Fundraiser Dates: From: 02/06/24 To: 02/06/24 Total Number of Days: 1
Fundraiser Details: Family Game Night (5:00-6:30pm)
Where: BGE cafe Cost of Items Sold: varies Goal: \$200
Use of Money: recess cart equipment
Vendor Name: Sharp School Services
Vendor Address: 6400 Lincolnway St. Hobart, IN 46342
Needs: Money Bag ☒ Tickets ☒ RECEIVED
Sponsor Signature: Amanda McKee Date: 11/20/2024

NOV 22 2024

OFFICE USE ONLY

Porter Township
School Corporation
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: 11.20.2024

ATHLETIC DIRECTOR APPROVAL:

DATE: _____

DIRECTOR OF FOOD SERVICE APPROVAL:

DATE: _____

SCHOOL BOARD APPROVAL:

DATE: _____



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

Sponsor / Individual in Charge: Sheryl Loving

Fundraiser Dates: From: 12/12/24 To: 12/13/24 will distribute on 12/17 Total Number of Days: 3

Fundraiser Details: Candy grams (candy canes w/ note to recipient)

Where: near cafe Cost of Items Sold: \$ 2 Goal: \$200

Use of Money: prom

Vendor Name: _____

Vendor Address: _____

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: 11-12-24

ATHLETIC DIRECTOR APPROVAL:

[Signature] DATE: 11-14-24

DIRECTOR OF FOOD SERVICE APPROVAL:

[Signature] DATE: 11/18/24

SCHOOL BOARD APPROVAL:

DATE: _____

[Signature]

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

December 12, 2024

Building	Business Entity	Fees/Services	Contract Period	Amount
PTSC	Edmentum	Comprehensive Library Licenses	01/01/2025-07/01/2029	\$73,710.00
BGHS & PLE	Honeywell	Mechanical & Electrical Maintenance	4/1/2025-3/31/2026	\$10,918.90
PTSC	Assoc. of IN Counties	TRECS Letter Writing Service	12/1/2024-10/1/2025	\$3.00/letter
PTSC	Zinkan Enterprises, Inc.	Water Management Services	1/1/2025-12/31/2025	\$2,375.00



Date: 11/07/2024
Order Number: Q-667514
Revision: 1
Order Form Expiration Date: 12/20/2024

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 115898
Customer Name: Porter Twp School Corporation
Billing Address: 248 S 500 W
Valparaiso, IN 46385-9642

Products and Services

Porter Twp School Corporation

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware Core Virtual Pilot Package	1	01/01/2025	06/30/2025	6
Courseware: Comprehensive Library - Program License	480	01/01/2025	06/30/2025	6

Porter Twp School Corporation Subtotal: \$2,500.00

Porter Twp School Corporation

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: HS Comprehensive Library - District-Wide License	1	07/01/2025	06/30/2030	60
Customer Success Services	1	07/01/2025	06/30/2026	12
Customer Success Services	1	07/01/2026	06/30/2027	12
Customer Success Services	1	07/01/2027	06/30/2028	12
Customer Success Services	1	07/01/2028	06/30/2029	12
Customer Success Services	1	07/01/2029	06/30/2030	12

Porter Twp School Corporation Subtotal: \$71,210.00

Total US Funds: \$73,710.00

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the earliest of the License Start Dates applicable to the products listed above

To the extent the products listed above include "EdOptions Academy" and "ALVS" enrollment products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the products table of this Order Form above, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 11/07/2024
Order Number: Q-667514
Revision: 1
Order Form Expiration Date: 12/20/2024

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Invoicing and Payment Terms

PO Due Date	Payment Due Date	Amount
Due at Time of Order	Net 15	USD 2,500.00
7/1/2025	7/16/2025	USD 14,242.00
7/1/2026	7/16/2026	USD 14,242.00
7/1/2027	7/16/2027	USD 14,242.00
7/1/2028	7/16/2028	USD 14,242.00
7/1/2029	7/16/2029	USD 14,242.00
Total		USD 73,710.00

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a Purchase Order with this Order Form covering the initial portion of the amount and you will submit future Purchase Orders based on the Invoicing and Payment Terms table and timely make corresponding payment(s) for the remaining amount(s) owed.

Customer Contact for Future Purchase Orders:

Name:

Email Address:

Acceptance

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 11/07/2024
Order Number: Q-667514
Revision: 1
Order Form Expiration Date: 12/20/2024

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

Email Address:

Customer Signature

Name (Printed or Typed)

Title

Date

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Honeywell International Inc
1985 Douglas Dr, Golden Valley, MN, 55422, United States
<http://buildings.honeywell.com/>

November 22, 2024

Porter Township Sch
248 S 500 W
Valparaiso
46385
United States

Dear Valued Customer,

Thank you for choosing Honeywell for the past year. Your contract will automatically renew shortly, and I am delighted to provide your renewal details.

MAINTENANCE AGREEMENT NUMBER:	0040100384
RENEWAL DATE:	1 April, 2025
RENEWAL PRICE:	USD 10,918.90
SITE:	Porter Township Sch
BILLING FREQUENCY:	Annually (Once a Year) in Advance
PAYMENT TERMS:	Net 30 Days After Invoice Date
CONTRACT TYPE:	Mechanical & Electrical

**PURCHASE ORDER NO: (PLEASE PROVIDE
IF REQUIRED)**

Purchase order

If you will be issuing a new purchase order number, it is important that you supply this information before the renewal date. Otherwise, we will invoice the contract using the existing Purchase Order on the renewal date. Please supply this information by return email to HBSServiceGlobalContracts@honeywell.com.

All purchase orders should be made out to **Honeywell Building Solutions – Honeywell International Inc – our legal entity**.

In addition to our existing Services, Honeywell is updating to our new Building Performance Services platform. We have established regional support centres to enable our customers and our site based teams to have access to more subject matter experts and 24/7 remote support. Where the installed building technology allows, our new Honeywell Building Operations Centres (HBOC) will enable faster fault resolution, predictive analytics (Forge) and extended plant lifecycle. To learn more, please refer to <https://buildings.honeywell.com/us/en/solutions/services/remote-building-operations>.

TERMS & CONDITIONS

Where your existing contract is subject to Honeywell Terms & Conditions:

Please note that we have recently reviewed our Terms and Conditions of Maintenance Services, which are available at the attached link



Honeywell International Inc
1985 Douglas Dr, Golden Valley, MN, 55422, United States
<http://buildings.honeywell.com/>

<https://buildings.honeywell.com/us/en/support/legal/legal-documents-global/hbs>. Through this contract renewal process, you are bound by the updated General Terms and Conditions in effect at the time of such renewal and as periodically updated thereafter by Honeywell.


Where Honeywell Terms & Conditions are not applicable to your existing contract:

Your existing contract will apply, and where applicable, to enable the additional services detailed above, we seek agreement that Honeywell may, in accordance with the system compatibilities, provide elements of the services remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices to enable these services. Our site team will be in contact shortly to discuss options.

Thank you for your ongoing business, and we look forward to continuing being of assistance. In the meantime, if you have any questions regarding your contract or this escalation letter, please do not hesitate to contact me.

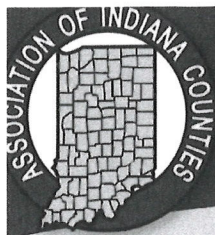
Yours sincerely,

Guy Ford
Sr Field Service Supervisor
Honeywell | Building Solutions

 +1 3173547619

 guy.ford@honeywell.com

<https://buildings.honeywell.com/>



Association of Indiana Counties

Serving county officials so they can better serve taxpayers.

Letter of Agreement

This Letter of Agreement is between the TRECS Participating Agency Porter Township School Corp. (hereafter referred to as the “Agency”) and the TRECS Clearinghouse (hereafter referred to as the “Clearinghouse”).

The Agency agrees to utilize the TRECS Clearinghouse Letter Service for one tax-cycle year from December 1, 2024 to October 1, 2025. The Agency understands that the Clearinghouse will mail notices to Debtor Offset Candidates as specified under IC 6-8.1-9.5 on the Agency’s behalf.

The Clearinghouse agrees to abide by all Indiana Codes regarding the notification letter set forth under IC 6-8.1-9.5. The Clearinghouse agrees to make available a copy of the letters mailed to the Agency through their secure online portal.

The Agency reaffirms that they will abide by all requirements as set forth in the Memorandum of Understanding between the Agency and the Association of Indiana Counties to participate in the TRECS Clearinghouse. This includes maintaining up-to-date records with the Clearinghouse and maintaining responsibility for all debtor contestations that may arise from the Clearinghouse Letter Service.

The Agency agrees to pay the Clearinghouse \$3.00 per letter. The Clearinghouse agrees to invoice the Agency monthly for the previous month’s letters. The Agency agrees to pay the invoice within 30 days of receiving the invoice.

Through TRECS we receive filing addresses and filing names from the Indiana Department of Revenue. In an effort to inform the debtor to the maximum extent possible, TRECS will mail debtor notices to the Department of Revenue filing address and filing name.

Signature of Authorized Agency Representative

Printed Signature

Porter Twp School Corp.
Name of Agency

Date

Signature of Authorized Clearinghouse Representative

Printed Signature

Date



PURCHASE AGREEMENT FOR WATER MANAGEMENT SERVICES

This **Supervisory** agreement
dated this **1st day of January 2025**

is hereby made between

Zinkan Enterprises, Inc., 1919 Case Parkway North, Twinsburg, OH 44087 (the “Contractor”)
and

Porter Township School District, 248 S 500 W, Valparaiso, IN 46385 (the “Client”)

This Agreement shall outline the services and products to be provided by the Contractor to provide water management services for the Client to ensure proper treatment of water treatment systems owned and operated by the Client to meet or exceed industry standards.

1. **Term.** This Agreement and below mentioned fee shall be in force for a minimum period of **12 months or one year(s)** from the effective date above and shall be reviewed yearly until terminated..
2. **Service Fee.** For services rendered and products provided by the Contractor as required by this Agreement, the Client will provide compensations to the Contractor as follows:

\$2,375.00 Annually

Any applicable sales tax or similar taxes required by law will be in addition to the above compensation.

3. **Client Responsibilities.** The Client agrees to provide, for the use of the Contractor and associates in providing Services, the following information, services and resources:

- 3.1 System specifications for any systems that the Contractor is involved in maintaining for water quality treatment and standards. It is not the responsibility of the Contractor at any time to provide this information or confirm the specifications accuracy. In the event no specifications are provided, the treatment program will adhere to Contractor’s program of treatment for the type of equipment being treated.
- 3.2 Access to systems being serviced, included, but not limited to, sample points, keys, key cards, access codes and any other tools or resources needed to gain access to the property, facility and specific room(s) where the system(s) are located.
- 3.3 Accept chemical and equipment deliveries at the facility and move said chemicals and equipment to predesignated storage areas within the facility for the Contractor to access.
- 3.4 Maintain Chemical levels at dosing station in between service visits to ensure proper treatment is maintained.
- 3.5 Perform weekly water testing on the equipment.
- 3.6 Implementation of any recommendations indicated in service reports, verbal communications, or written communications. It is the NOT the responsibility of the Contractor to provide any quotes or implement any recommendations.
- 3.7 Cooling Towers require annual cleanings for proper treatment. Client is responsible for the cleaning of any and all cooling towers and must purchase the recommended cleaning chemicals from Contractor, separate from this Agreement, and at an added cost to Client. Contractor shall provide written price quote(s) for any additional expenses for Client approval prior to services being rendered above and beyond the scope of this agreement.
- 3.8 Steam Boilers require annual inspections where they are opened and internal components are exposed. In order for Contractor to perform inspection, Client will notify Contractor a minimum of 30 days in advance any time a boiler serviced under this agreement is to be

opened for inspection. Contractor reserves the right to charge an additional fee if the inspection is scheduled with less than a 30 day notice, is scheduled on a weekend, holiday, or outside of normal operating hours. If Client elects to perform any inspection at any time without Contractor, Contractor is not responsible for remediation of any scale, corrosion, deposits or other system contamination concerns.

- 3.9** Agrees NOT to allow employees or other subcontractors to make adjustments to chemicals or dosing equipment provided by the Contractor unless otherwise specified by the Contractor. (NOTE: Any increases in chemical usage or damages to equipment caused by the Client or its affiliates making said adjustments or changes will be billed separately from this agreement at a rate to be determined by the Contractor. Contractor shall provide written price quote(s) for any additional expenses for Client approval prior to services being rendered above and beyond the scope of this agreement.)

Initial: _____

4. Contractor Responsibilities.

- 4.1** This Agreement includes onsite testing (as outlined below), chemical dosage monitoring and calibration and annual visit for inspections performed by others. Contractor is NOT responsible for events or treatment that occurs in between visits.
- 4.2** This Agreement does NOT include, nor is the Contractor responsible for, any cost relative to the replacement or repairs to equipment outlined in Exhibit A below, testing reagent kits or the services by any other party other than as outlined in this agreement, which may occur before, during or after the Term.
- 4.3** This Agreement does NOT include any costs associated with increased requests or usage rates of chemical products due to any and all such circumstances that would prevent Zinkan from providing proper system treatment and operations, at minimum, based upon AWWA Standards currently published. *Examples such as a closed loop system having a leak and therefore requiring increased chemical usage rates to compensate for the leak would be charged at an additional cost to Client, based upon the recommendations of Zinkan Enterprise and its representatives.*
- 4.4** Systems operating on a seasonal basis will be serviced only while in operation, although the monthly billing reflects all systems. If abnormal conditions cause these systems to be in operation longer than normal, they will be serviced on an "as usual" basis regardless of the time period and at no extra cost to the customer.
- 4.5** The Agreement does NOT provide any responsibility or warranty for the operation, or continuous treatment of the equipment listed in this Agreement while we are not present. The Contractor is only providing recommendations, delivery of chemicals for treatment and testing treatment levels at the interval specified. As such, no warranty or responsibility for treatment or lack thereof is provided by the Contractor for the continued use or implementation of treatment.
- 4.6** The Water Treatment Program is intended to promote system efficiency through only minimization of piping and equipment corrosion, scale formation, system wide microbial fouling, and microbial induced corrosion. The sole purpose and scope of minimizing these factors is to aid in preservation of assets, minimization of energy and water consumption, reduction of maintenance costs, and to achieve optimal heat transfer. The Water Treatment Program excludes health-based considerations including those more appropriately addressed through an ASHRAE 188 Water Safety Management Plan or other pathogen-based monitoring program such as Legionella testing.

Initial: _____

5. **Frequency.** Client will be invoiced to coincide with the specified service frequency and agrees to pay the fee within Payment Terms. After the Term, the Client may be notified at any time during the Term in writing of any anticipated changes in the monthly fee for services rendered thirty (30) days prior to changes.

6. **Payment Terms.** To be agreed upon after financial review of credit application.

7. **Renewal.** Renewing Agreement with price increase shall require only the Contractor's signature and written notice, as long as the agreed upon payment terms have been consistently met. Agreements without price increases shall renew automatically on the anniversary date of the agreement for the Term. Agreements with price changes shall renew based on a Price Adjustment Addendum and the Term will be based on the start date of Price Adjustment Addendum.

Initial: _____

8. **Termination of Agreement.**

8.1 Either party may terminate this Agreement if the other party is in material breach of any provisions thereof and the breaching party fails to remedy any such breach within thirty (30) days of the notice of such breach by the non-breaching party.

8.2 At any time after the Term period either party can terminate this agreement by sixty (60) days advanced notice in writing.

8.3 All equipment supplied by the Contractor at the Contractor's expense during the contract term will be invoiced to the Client at the time the agreement is terminated, at current manufacturer suggested retail pricing (MSRP). Payment for said equipment is due within Contractor's Payment Terms.

8.4 If the agreement is terminated by either party, all chemical supplied or shipped to the Client at the contractor's expense, open or unopened, shall be returned to the Contractor at Client's expense. Shipments will be prepaid by the Client and to a single location designated by the Contractor.

Initial: _____

9. **Systems to be Service.** For the consideration specified below Contractor agrees to service in a professionally acceptable manner, with materials conforming to industry standards, the systems listed in *Exhibit A*.

10. **Service Provisions.** Provisions included in this service agreement are listed in Exhibit B: Provisions Included. All provisions marked as included will be provided to the customer as required or indicated.

11. **Facility and Specifications Information.** For the equipment in Exhibit A, Facility and Specification Information is listed in *Exhibit C*. At any time Contractor may change or alter these specifications dependent upon the treatment program requirements.

12. **Reimbursement of Expenses**

12.1 The Contractor will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Contractor in connection with providing Services hereunder. Contractor shall provide written price quote(s) for any additional expenses for Client approval prior to services being rendered above and beyond the scope of this agreement.

12.2 The Contractor will furnish invoices separate from the monthly billing services for any and all additional expenses incurred.

12.3 The minimum invoice amount for Reimbursement of Expenses will be \$75.00 per event.

13. Confidential Information.

- 13.1** Confidential information refers to any data or information relating the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm or the Client.
- 13.2** All written and oral information and materials disclosed or provided by the Client to the Contractor and by the Contractor to the Client is considered Confidential Information, regardless of whether it was provided before or after the date of this Agreement.

14. Binding Obligations. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor for the Client and not as an employee. The Contractor and Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively an Agreement for service(s).

15. Indemnification. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement, This indemnification will survive the termination of this Agreement.

16. Right to Cure. If a party defaults under any of this Agreement's terms, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party has thirty (30) days after receipt of this notice to cure the default. Only if the defaulting party fails to cure the default within this time period, may the non-defaulting party exercise those remedies granted under this Agreement or applicable law.

17. Insurance. The Contractor will maintain general liability insurance that would be considered reasonable in the industry of the Contractor, based upon the risk associated with said Contractors characteristics of Agreements.

18. Amendments. Any amendment or modification of this Agreement of additional obligations assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party on this Agreement.

The Zinkan Enterprises, Inc. product and Agreement pricing in attached cover letters and proposal information sheets are good for 90 days.

The parties hereto indicate acceptance of the Agreement by the signature of their respective authorized representatives.

Signature _____
(Client)

Date _____

Signature _____
(Zinkan Enterprises, Inc.)

Date _____

Blanket Purchase Order Number for Annual Billing Purposes: _____

Exhibit A

Systems to be Serviced

<u>SYSTEMS</u>	<u>LOCATION(s)</u>	<u>SERVICE FREQUENCY</u>
Heat Loop & Glycol Loop	Boone Grove High School	Quarterly
Heat Loop & Glycol Loop	Boone Grove Elementary & Middle School	Quarterly
Heat Loop & Chill Loop	Porter Lake Elementary	Quarterly

Initial: _____

EXHIBIT B

PROVISION INCLUDED

- Service Visits
- Written Reports
- Recommendations
- 3rd Party Laboratory Analysis per Agreement Year, if needed, to verify field results, each subsequent analysis will be billed at Actual as required to verify field results.

NOTE: Special services not included in this agreement will be billed at \$150.00 per hour for travel and time on site in addition to any chemical or equipment costs outside of the standard Agreement

Initial: _____

EXHIBIT C

Facility and Specification Information

See Initial Site Visit Report

Heat & Chill Loops

Service Requirements – Quarterly

Treatment Program

Kool Loop 210 \$58.00/16-oz Bottle*

Kool Loop 210 \$198.00/1-Gal Jug*

Glycol Loops

Service Requirements – Quarterly

Treatment Program

Ethylene or Propylene Glycol Obtain FMV Quote Prior to Ordering

*Pricing subject to change without notice

Initial: _____

To: The Porter Township School Board

BP

November 20, 2024

The PTO has donated \$2,227.89 in Scholastic Dollars to the BGE Library. This dollar amount is 50% of our total book fair profit of \$4,455.78.

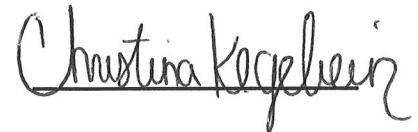
RECEIVED

NOV 20 2024

Porter Township
School Corporation

Thank You,

Christina Kegebein



BGE Librarian

Scholastic Dollars are redeemed throughout book fair week for many different things:

Books Donated to the BGE Library:

Dog Man (2)
I Survived (2)
Wimpy Kid (2)
Baby Sitters Club (2)
Island
Who is Simone Biles?
The One and Only Family
Sally's Story
Sunny Makes Her Case
Dork Diaries (2)

Teacher Preview Event:

When teachers shop, they are given \$20 Scholastic Dollars and the chance to choose two free prizes which include any books/supplies they'd like for their classroom. Scholastic Dollars are shared with all BGE staff members throughout book fair week

Additional Uses for Scholastic Dollars:

*Scholastic Dollars are also used throughout the fair for students who do not have money. Every student leaves the fair with something.

*Scholastic Dollars are also redeemed at the fair for prizes (pencils/notebooks/pens/erasers/etc (For our various library competitions that take place throughout the year.) Items are also purchased for student helpers during the book fair. (Students who helped me bag/clean/organize all week during the fair.)

*The remaining Scholastic Dollars I have left after the book fair will be used over the next few months to supply the library with more books/supplies/flexible seating options.

**Porter Lakes Elementary
Boone Grove Elementary
Boone Grove Middle School**

**Lafayette: America's Young Hero and Guest
by Bruce E. Mowday**

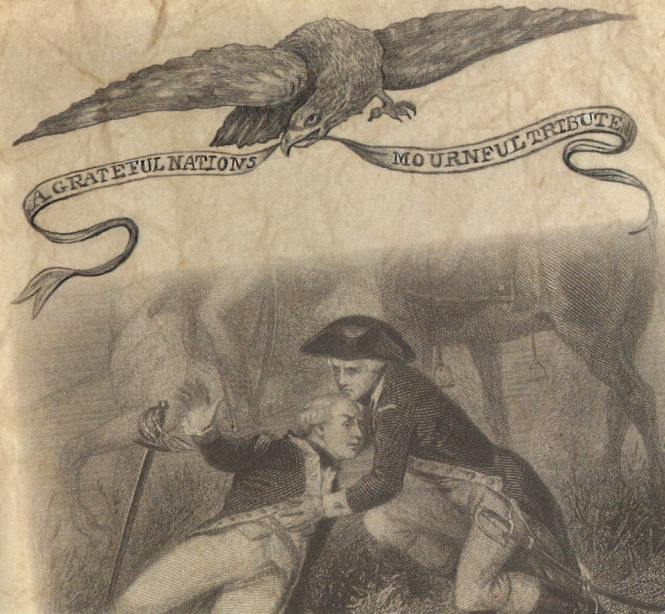
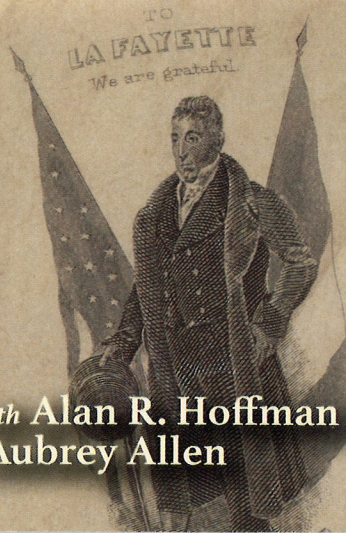
**A gift from the William Henry Harrison
Chapter
of
The Daughters of the Amercian Revolution**

November 2024

Lafayette:

America's Young Hero & Guest

By Bruce E. Mowday with Alan R. Hoffman
Original illustrations by Shay Aubrey Allen



RECEIVED

DEC 4 2024

Porter Township School Corporation

Porter Township
School Corporation

Memo

To: Board of School Trustees

From: Tonia Batesole

BP

Date: December 2, 2024

Re: Feed It Forward Donation

This is to inform the board of School Trustees that in the Month of November we had 1 donation made to our Food Service – Feed It Forward Program. The amount totaled \$105.00 from Wilson Bates – American Legion post 190.

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Boone Grove High School Campus
Improvements
260 S 500 W
Valparaiso, Indiana 46385

CONTRACT INFORMATION:
Contract For: General Construction
Date: October 13, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: September 16, 2024

OWNER: *(Name and address)*
Porter Township School Corporation
248 S 500 W
Valparaiso, Indiana 46385-8973

ARCHITECT: *(Name and address)*
Gibraltar Design, Inc.
9102 N. Meridian Street Suite 300
Indianapolis, Indiana 46260

CONTRACTOR: *(Name and address)*
Gariup Construction Co., Inc.
3965 Harrison Street
Gary, Indiana 46401-0879

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Refer to Attached CO 003 Detail.

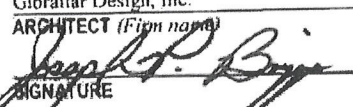
The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

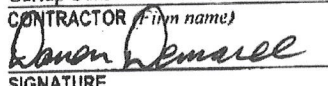
\$	9,646,500.00	/
\$	296,497.00	/
\$	9,942,997.00	/
\$	219.71	/
\$	9,943,216.71	/

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gibraltar Design, Inc.
ARCHITECT *(Firm name)*

SIGNATURE
Joseph P. Briggs, Principal
PRINTED NAME AND TITLE
September 16, 2024
DATE

Gariup Construction Co., Inc.
CONTRACTOR *(Firm name)*

SIGNATURE
DAREN DEMAREE
PRINTED NAME AND TITLE
10/25/2024
DATE

Porter Township School Corporation
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

**BOONE GROVE HS
CHANGE ORDER 003 DETAIL**

	DESCRIPTION OF WORK	AMOUNT
1	PR #1 Wall padding Add/Sound panel deletoin	-\$2,900.66
2	PR #2 Water/Sanitary to SB building	\$33,632.00
3	PR #4 Mechanical Pad and Drive Revisions	\$29,398.00
4	PR #8 Visitor bleacher foundation revision	-\$42,360.00
5	PR #9 Electrical Revisions	-\$4,610.00
6	PR #11R2 Fire Protecton Revisions	\$0.00
7	PR #12 Site Fire Line Revision	-\$44,651.00
8	PR #14 Fire Barrier Wall Revision	-\$41,436.00
9	PR #15 Grease interceptor relocation	-\$1,272.00
10	PR #18 Revised furring in Gymnasium	\$39,004.00
11	PR #20 Incoming water shock suppression	\$15,073.00
12	PR #22 Repipe water softener	\$7,657.00
13	PR #25 Concessions storage room flooring	\$2,613.00
14	RFI 39 Reduced wire size on Transformer feed	-\$15,900.00
15	RFI 40 Duct for fire alarm conduit Runs	-\$3,190.00
16	PCO Addtl Site Swale work at N end of Multipurp	\$22,904.00
17	PCO Temp Controls to connect M-P bldg to HS	\$16,792.00
18	Deduct for Mirrors	-\$1,400.00
19	Deduct for ceramic tile imperfections	-\$5,610.00
20	Additional Work Allowance Balance	-\$1,942.67
21	Technology Addtl Work Allowance Balance	-\$1,580.96
	TOTAL AMOUNT THIS CHANGE ORDER:	\$219.71

TEACHERS APPRECIATION GRANT 2023-2024 \$ 50,425.02										December 20, 2024 PAY			PCES figured amounts					pg 1/4	
PTSC SHARE: GRANT AWARD \$ 48,874.10										PCES SHARE: \$1,550.92			\$561.18 Highly Effective \$448.94 Effective						
TAG payment calc Costs 2024.25.xls 12/4/2024 14:03										7.65% 3.00% 9.00%									

	Bldg	Teacher Name	Emp	Effectiveness Rating		TAG Pmt	FICA	TRF	2021-22 TOTAL	Per PCES Spreadsheet	Highly Effective	Effective	12/20/2024	
34.5	HS	Dexter	1397	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	pg 2/4
35.5	HS	Dobrowski	1442	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
36.5	HS	Eleftheri	202	Highly Effective		\$ 507.17	\$ 38.80	\$ 15.22	\$ 561.19	\$ 561.18	1		\$ 507.17	
37.5	HS	Fortenberry, E	1665	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
38.5	HS	Fortenberry, W	1720	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
39.5	HS	Georgion	1058	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
40.5	HS	Hampton	1340	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
41.5	HS	Hicks	1690	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
42.5	HS	Hill, D	1303	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
43.5	HS	Janesheski	1792	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
44.5	HS	Jones	1715	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
45.5	HS	Kennedy (McGinley)	1567	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
		Klimczak	1838	New		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
46.5	HS	Loving	1788	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
47.5	HS	Lynn	1787	Effective		\$ 384.86	\$ 29.44	\$ 34.64	\$ 448.94	\$ 448.94		1	\$ 384.86	
48.5	HS	May	1333	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
49.5	HS	McGinley, Jessica	1126	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
50.5	HS	Mendoza	1716	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
51.5	HS	Mikulich	1332	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
52.5	HS	Perry	1791	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
53.5	HS	Ross	1753	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
54.5	HS	Sarnowski	1060	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
55.5	HS	Sherman	69	Highly Effective		\$ 507.17	\$ 38.80	\$ 15.22	\$ 561.19	\$ 561.18	1		\$ 507.17	
56.5	HS	Swan	158	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
57.5	HS	Tauber	1675	Effective		\$ 384.86	\$ 29.44	\$ 34.64	\$ 448.94	\$ 448.94		1	\$ 384.86	
58.5	HS	Thill	356	Effective		\$ 384.86	\$ 29.44	\$ 34.64	\$ 448.94	\$ 448.94		1	\$ 384.86	
59.5	HS	Trapana	1336	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
60.5	HS	Westerman	1447	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
61.5	HS	Witt	901	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
						\$ 15,158.08	\$1,159.52	\$1,303.46	\$17,621.06	\$ 17,621.04				
		DIST # 3750.00 11100 141 6840 30 00												
62.5	PLE	Belcher	433	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
63.5	PLE	Birky	1063	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
64.5	PLE	Bontrager, K	1553	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
65.5	PLE	Bontrager, R	1754	Effective		\$ 384.86	\$ 29.44	\$ 34.64	\$ 448.94	\$ 448.94		1	\$ 384.86	
		Cole	1616	Leave - No Classroom		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
66.5	PLE	Corman	527	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
67.5	PLE	Finley	870	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
68.5	PLE	Hanko (Brooker)	1710	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
69.5	PLE	Heckler	103	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
70.5	PLE	Hill, L (Cook)	1711	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
71.5	PLE	Johnston	1192	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
72.5	PLE	LaFollette	100	Highly Effective		\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18	1		\$ 481.08	
73.5	PLE	Lopez	340	Highly Effective		\$ 507.17	\$ 38.80	\$ 15.22	\$ 561.19	\$ 561.18	1		\$ 507.17	

[illegible]

	Bldg	Teacher Name	Emp	Effectiveness Rating		TAG Pmt	FICA	TRF	2021-22 TOTAL	Per PCES Spreadsheet	Highly Effective	Effective	12/20/2024		
PAY FROM EDUCATION FUND: COUNSELORS & BUILDING ADMINISTRATORS															pg 4/4
Pay on regular distribution number															
DIST # 0101.00 21210 142 XXXX 64 00															
91.6	HS	Gibbs	1162	Highly Effective	HS	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
92.6	HS	Ryzewski	1730	Highly Effective	HS	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
93.6	MS	Kenning	1578	Highly Effective	MS	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
94.6	PLE	Kassner	242	Highly Effective	PLE .60	\$ 288.65	\$ 22.08	\$ 25.98	\$ 336.71	\$ 336.71			\$ 288.65		
			242		BGE .40	\$ 192.43	\$ 14.72	\$ 17.32	\$ 224.47	\$ 224.47			\$ 192.43		
DIST # 0101.00 24100 142 XXXX 40 00															
95.6	HS	Corman	843	Highly Effective	HS	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
96.6	HS	Rosinia	1330	Highly Effective	HS	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
97.6	MS	Wotherspoon	1270	Highly Effective	MS	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
98.6	HS	Boone	1436	Highly Effective	MS	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
99.6	BGE	Ivanyo	1139	Effective	BGE	\$ 384.86	\$ 29.44	\$ 34.64	\$ 448.94	\$ 448.94			\$ 384.86		
100.6	PLE	Donnell	7	Effective	PLE	\$ 384.86	\$ 29.44	\$ 34.64	\$ 448.94	\$ 448.94			\$ 384.86		
101.6	PLE	Mucha	109	Highly Effective	PLE	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
DIST # 0300.00 23210 142 6520 60 00															
102.6	CO	Parrish	868	Highly Effective	CO	\$ 481.08	\$ 36.80	\$ 43.30	\$ 561.18	\$ 561.18			\$ 481.08		
						\$ 5,580.52	\$ 426.88	\$ 502.28	\$ 6,509.68	\$ 6,509.68			\$ 5,580.52		
													Check	\$ -	
Grant Stipend				\$ 42,241.34	Education Fund	\$5,580.52	TOTAL Cost	\$47,821.86							
OASDI				\$ 3,231.26	OASDI	\$ 426.88	\$ 3,658.14								
TRF				\$ 3,619.40	TRF	\$ 502.28	\$ 4,121.68								
				\$ 49,092.00		\$6,509.68	\$55,601.68								
Due to the satutory time constraints of when funds were received and paid. It was paid December 20, 2024.															
Adopted this 12th day of December 2024.															
Board President					Vice-President					Secretary					
Member					Member										

School Corporation Accounting Activities			
Internal Control Procedures			
Activity	Employee		Separation of Duties
DAILY PROCEDURES:			
Cash Receipts Activities:			
Open mail	Executive Assistant/AP		Person who opens mail does not write official receipt
Issue official receipts	Treasurer		
Prepare bank deposits	Deputy Treasurer		
Review bank deposit in detail before taking to bank	Executive Assistant/AP		Placed in a locked bank bag
Take deposits to bank	Treasurer		Drop off locked bags/pick up empty from day prior
Cash Disbursement Activities:			
Authorize purchases	Dept. Supervisor		
Prepare purchase orders	Executive Assistant/AP		Treasurer approves PO before it is issued
Certify receipt of goods or services	Dept. Supervisor		The person receiving goods does not write checks
Prepare claim for payment	Building Secretary/Executive Assistant/AP		The person preparing the claim is not approving the claim
Approve claim	Dept. Supervisor/School Board/Treasurer		Claim is approved before processing Final Approval by School Board at monthly mtg
Audit claims from ECA/Departments	Executive Assistant/AP/Treasurer		A/P Processor does not approve claims
Reviews invoices/receipts attached to each claim to support the disbursement			
Audit and Approve claims - Disbursing Officer	Treasurer		A/P Processor does not approve claims
Reviews invoices/receipts attached to each claim to support the disbursement			
Write checks (generated by accounting system)	Treasurer		A/P Processor does not sign checks
Write manual checks	Executive Assistant/AP		Treasurer approves before check is sent
Have receipt of W-9 form before paying vendor	Executive Assistant/AP		
Post checks	Executive Assistant/AP		Software posts when voucher printed & docket approved
Sign A/P checks--automated in accounting system	Treasurer		Treasurer signs checks but does not prepare checks
Mail or distribute checks	Executive Assistant/AP		
A/P checks are accounted for in numerical order	Deputy Treasurer		
A/P check numbers are reconciled to the A/P bank acct	Treasurer		
A/P checks are in a secured location			Access limited to A/P and Deputy Treasurer
Custodian of petty cash--we do not have petty cash	N/A		
Custodian of investments	Treasurer		Treasurer reviews all investments monthly
Access to check stock	Deputy Treasurer/Executive Assistant/AP		Check stock is locked
Access to computer system to make adjustments	Treasurer/Deputy Treasurer/Executive Assistant/AP		If one person makes adjustment, Another approves
Payroll Activities:			
Post vacation and sick leave records	Deputy Treasurer		
Check and extend time cards	Employee/Deputy Treasurer		Employee Approves, Supervisor Approves, Deputy Treasurer enters into Software
Approve corrections to recorded time	Dept. Supervisor		
Input corrections to recorded time	Deputy Treasurer		
Prepare payroll claims	Deputy Treasurer		
Check payroll claim with excel spreadsheet	Deputy Treasurer		Approved by Treasurer
Prepare deduction vouchers	Deputy Treasurer		

Approve deduction vouchers	Treasurer		
Generate direct Deposit & payroll checks	Deputy Treasurer		Payroll Processor does not sign checks
Sign payroll checks--automated in accounting system	Treasurer		Treasurer signs checks but does not
Approves Direct Deposit in bank	Treasurer		prepare checks
Checks schedule for direct deposit in bank	Executive Assistant/AP		
Upload payroll into employee portal	Deputy Treasurer		Direct Deposit it used for Payroll. If a payroll check is issued
Mail Substitutes direct deposit statement			it is done like a vendor check. No payroll associated check stock.
Prepare earnings and deductions reports	Deputy Treasurer		Treasurer reviews.
Access to computer system to make adjustments	Treasurer/Deputy Treasurer		If Treasurer makes adjustment, Deputy Treasurer approves and vice versa.
Approves adjustments:			
Authorizes Payroll Changes (new hires, terminations...)	HR and Board		HR and School Board authorize payroll
Prepares Payroll Change form	Deputy Treasurer		Changes but does not input data
Checks Payroll Change form	Treasurer		
Inputs Payroll Changes into accounting system	Deputy Treasurer		Input is done by payroll only
Checks Payroll Changes in accounting system	Treasurer/HR Specialist		
MONTHLY PROCEDURES:			
Cash Activities:			
Receive bank statement online or by mail, open and print	Executive Assistant/AP/Treasurer		
Post receipts	Treasurer		
Access to computer system to make receipt adjustments	Treasurer/Deputy Treasurer		If Treasurer makes adjustment, Deputy Treasurer approves and vice versa.
Approves adjustments	Treasurer/Deputy Treasurer		If Treasurer makes adjustment, Deputy Treasurer approves and vice versa.
Post credits to accounts receivable	Deputy Treasurer/Treasurer/Executive Assistant/AP		
Prepare customer billings (retiree health ins. bills)	HR Coordinator/AP/Executive Assistant/Treasurer		
Mail billings or statements	Executive Assistant/AP		
Approve accounts receivable adjustments	Treasurer/Deputy Treasurer		If Treasurer makes adjustment, Deputy Treasurer approves and vice versa.
Prepares bank reconciliation	Treasurer		Done for all accounts managed through Central Office
Prepare bank reconciliation statement summary	Treasurer		
Check clearing account balances for the month	HR Coordinator/Treasurer		
Update investment report	Treasurer		
Review and approve bank reconciliation	Treasurer/ Superintendent		Review is done monthly because of lack of
			separation of duties in cash receipt activities due to the
			lack of the number of employees
Close month in accounting system	Treasurer		
Upload monthly Gateway Documents	Treasurer		Central Office and Extra Curricular
Cash Disbursement Activities:			
Prepare monthly docket for board meeting	Executive Assistant/AP		
run voucher register for docket	Executive Assistant/AP		
Approve claim docket	School Board		Claims are approved by School Board prior to payment
Other Activities			
Update Cash Flow spreadsheets	Treasurer		
Prepare Grant reimbursement forms	Treasurer		
Run grant expenditure reports	Treasurer		
Sign and approve Grant reimbursement forms	Deputy Treasurer/Executive Assistant/AP		
Balance Appropriations w/Budget Order and Cash by Fund	Treasurer		

Prepares Transfers	Treasurer		
Approval	Deputy Treasurer/Executive Assistant		
Additional Approval	School Board		Ed to Op approved then transferred, Other monthly transfers approved after completion.
Makes Transfer	Treasurer		
Payroll Activities:			
Prepare and pay WH-1 form online on or before the 20th (State and County monthly payroll taxes)	Deputy Treasurer		
Enter leaves and terminations in accounting system	Deputy Treasurer		
Submit TRF files to INPRS after each payroll	Deputy Treasurer		
Process payment	Deputy Treasurer		
Enter leaves and terminations in INPRS	Deputy Treasurer		
QUARTERLY PROCEDURES:			
Cash Activities:			
Prepare cash reimbursements for Federal and State Grants. Submit once checked.	Treasurer		
Check cash reimbursements for Federal and State Grants.	Deputy Treasurer/Executive Assistant/AP		
Payroll Activities:			
Print and Sign 941 reports from financial system	Treasurer		
Print excel spreadsheet of payroll tax calculations for the quarter	Treasurer		
941 Reviewed from System and compared to excel spreadsheet	Treasurer		
Review Form 941	Deputy Treasurer		
Review and sign all back up documentation	Deputy Treasurer		
Mail 941	Executive Assitant/AP		
Download File from Financial sytem for Uniwage/UC-1 & UC-5	Treasurer		
Review and compare to wage files for 941.	Treasurer		
Review SUTA forms UC-1 & UC-5	Deputy Treasurer		
Review and sign all back up documentation	Deputy Treasurer		
Upload UC-1 & UC-5 Report	Treasurer		
SEMI-ANNUAL PROCEDURES			
Other Activities			
Prepare Form 9	Treasurer		
Prepare debt analysis for the 6 month period	Treasurer		
Review Form 9 in detail	Deputy Treasurer		
Review Form 9 and sign signature page	Treasurer, Board President and Superintendent		
Submit Form 9 info on DOE website	Treasurer		
Print, check and save files after DOE approval	Treasurer		
Report ADM to DOE Sept and Feb	State Report person		
Prepare attendance report daily	School Principals/Other Staff		
Payroll Activities:			
Print 100R from financial System	Treasurer		
Briefly check to see if anything looks out of order			
Review and sign all back up documentation	Deputy Treasurer		
Submit to Gateway	Treasurer		
FISCAL YEAR END AND OTHER ANNUAL PROCEDURES			

Cash Disbursement Activities:			
Void stale dated checks by end of February each year	Treasurer		Approved by School Board in Board of Finance meeting
Prepare Annual Financial Report (AFR)	Treasurer		
Review AFR	Deputy Treasurer		
Submit AFR on Gateway	Treasurer		
Other Activities			
Free and Reduced applications	Food Service Director		Done at the beginning of School Year
Audit of Free and Reduced applications	Food Service Manager		Done at the beginning of School Year
Textbook Rental Reimbursement Report	Treasurer		October
Review of reimbursement before submitted	Deputy Treasurer/Superintendent		
Jot Form Submission	Treasurer		
Monitoring Segregation of Duties	Superintendent		
Bidding Procedures	Department Supervisor		
Post bid in newspaper	Executive Assistant/AP		
Bid Opening	Bid Committee/Supervisor		
Award Bid	School Board		
Oversee work	Department Supervisor/ Superintendent		
Prepare claims for payment	Executive Assistant/AP		Approved by Department Supervisor
Prepare and submit CE report to DOE	State Report Person		
Print CE report and prepare file for transmission	State Report Person		
Prepare and submit CP report to DOE	State Report Person		
Prepare and submit NE report to DOE	State Report Person		
Sign off all State Report Certifications	Superintendent/Treasurer		
Balance Appropriation with Budget Order and Funds	Treasurer		
Budget Process	Treasurer		Board Review and Approve
Education, Debt, Pension Debt, Operations Fund			
Capital Projects & Bus Replacement Plans			
Review and Update Corporation Policies and Administrative Guidelines	Assistant Superintendent		Board Review and Approve
Review and Update the Classified Employee Handbook	Assistant Superintendent		Board Review and Approve
CALENDAR YEAR END PROCEDURES			
Cash Disbursement Activities:			
Prepare forms 1099 and 1096	Executive Assistant/AP		
Order 1099 and 1096 forms	Deputy Treasurer/Executive Assistant/AP		
Update W-9 file	Executive Assistant/AP		
Print calendar year vendor reports and review all activity	Executive Assistant/AP		
Balance vendor report to 1099 report	Executive Assistant/AP		
Print 1099 forms and mail to vendors	Executive Assistant/AP		
Review: reports,1099's and 1096 (prior to uploading)	Treasurer		
Review outstanding PO's and void if necessary	Executive Assistant/AP/Treasurer		
Make Year End appropriation adjustments within funds	Treasurer		School Board review and approve
Other Activities			
Prepare 1095-C forms (Affordable Health Care Act)	Human Resource Specialist		
Order 1095-C forms	Deputy Treasurer/Executive Assistant/AP		
Uploads monthly participant list to financial software	Human Resource Specialist		
Print health insurance reports	Human Resource Specialist		
Reconcile 1095 C reports to Ins. Co. monthly billings	Human Resource Specialist		
Print forms 1095C and distribute to employees	Human Resource Specialist		

Review reports and spot check 1095-C forms	Treasurer		
Transmit 1095-C and 1094-C to federal government	Treasurer		
Balance Appropriations to Budget Order to Cash by Fund	Treasurer		
Close Year End in accounting system	Treasurer		
GATEWAY REPORTING:			
Debt Management Report (prepare and submit)	Treasurer		
Review	Deputy Treasurer/Executive Assistant/AP		
Economic Development Report	Treasurer		
ECA Risk Report	ECA Treasurers		
Review	School Principals		
Review and Submit	Treasurer		
Annual Financial Report	Treasurer		
Prepare and Review Data from Accounting system	Treasurer		
Review prepared Data	Deputy Treasurer		
Prepare Collective Bargaining Report	Treasurer		
Review	Deputy Treasurer		
Collective Bargaining Upload	Treasurer		
Bargaining Status Form (Pre-Impasse)	Supt. & Exclsv Barg Rep		
Payroll Activities:			
Prepare W-2's	Treasurer		
Order W-2 forms	Deputy Treasurer/Executive Assistant/AP		
Balance W-2's	Treasurer		
Review W-2 Forms	Deputy Treasurer/Human Resource Specialist		
Print & Distribute or Upload into Employee Portal W-2 forms to empl	Treasurer		
Transmit W-2 files to state and federal governments	Deputy Treasurer		

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



RESOLUTION #1224 - 316 FUND BALANCE TRANSFER

WHEREAS, a necessary transfer will be made from one major budget classification, Curricular Materials, to another major budget classification, Education Fund, prior to the closing of the 2024 budget,

WHEREAS, the Board of School Trustees has directed the Treasurer to transfer the entirety of Curricular Materials funds pursuant to House Enrolled Act (HEA) 1120 - 2024;

THEREFORE, BE IT RESOLVED that the Board of School Trustees hereby approves the Treasurer's necessary transfers prior to the closing of the 2024 calendar year budget.

ADOPTED AND APPROVED by the Board of School Trustees of the Porter Township School Corporation this 12th day of December, 2024.

President

Vice President

Secretary

Member

Member

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,

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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Legal

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

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - WEAPONS
Code	po3217
Status	
Adopted	June 21, 2001
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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Legal

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
Status	
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.

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

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - WEAPONS
Code	po4217
Status	
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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Legal	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 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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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
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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	
Adopted	August 10, 2017

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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Legal	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
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114
Status	
Adopted	August 10, 2017
Last Revised	July 14, 2022

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)

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - EDGAR UGG - September 2024 - PROCUREMENT FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Adopted	March 11, 2021
Last Revised	July 14, 2023
Last Reviewed	May 9, 2024

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
	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. 180.300
	2 C.F.R. 180.305
	2 C.F.R. 200.317 - .327
	2 C.F.R. 200.334 - 200.337
	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~~);
- 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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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

Book	Policy Manual
Section	For Board Review
Title	Revised Policy - Volume 36, No. 2 - September 2024 - SCHOOL SAFETY INFORMATION
Code	po8400
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Adopted	December 22, 2005
Last Revised	May 9, 2024

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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	I.C. 5-2-1-9
	I.C. 5-2-1-9(d)
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	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)
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