

# North Putnam Community School Corporation

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SCHOOL BOARD POLICY MANUAL

**Updated: July 2018**

## Chapter 1 - School Board

**1.00 Organization.** The North Putnam Community School Corporation is a school corporation organized pursuant to Indiana Code §20-23-4. The Corporation was organized on January 24, 1964 and reorganized on July 24, 1986.

**1.01 Boundaries.** The Corporation's boundaries are comprised of Russell, Franklin, Jackson, Clinton, Monroe and Floyd Townships in Putnam County, Indiana. Collectively, these school townships are commonly referred to as the "School District."

**1.02 Governance.** The Corporation is supervised by a governing board, the North Putnam Community School Corporation Board of Trustees. This Board is commonly known as the School Board.

**1.03 Powers of the Board.** The Board has all powers provided for by Indiana law, including but not limited to the following:

1.03.1 The Board has the powers to manage and control all facilities, programs, employees, students, and persons entering school property.

1.03.2 The Corporation, by its Board, may sue and be sued, enter into contracts, acquire, hold, possess and dispose of real and personal property, and accept donations of property.

1.03.3 The Board has the authority to exercise all powers expressly granted to the Corporation by law, rule or regulation by the State of Indiana, or one of its agencies and all powers necessary or desirable in the conduct of the Corporation's affairs, even if the power is not granted by statute, rule or regulation. The Board may exercise any power to the extent that the exercise is not expressly prohibited by the State Constitution, State law, rule or regulation or contrary to the U.S. Constitution, or federal laws, rules or regulations.

**1.04 Duties of the Board.** The Board has the following duties:

1.04.1 To formulate and develop policies which promote the educational program of the Corporation;

1.04.2 To determine the educational needs to the District;

1.04.3 To select the Superintendent of Schools;

1.04.4 To evaluate and act upon the recommendations of the Superintendent regarding personnel matters;

1.04.5 To adopt an annual budget as provided for by Indiana law;

1.04.6 To evaluate and take action or recommendation from the Superintendent regarding capital outlays and determine the means of financing such outlays;

1.04.7 To manage and maintain all Corporation facilities;

1.04.8 To adopt regulations concerning the use of school property;

1.04.9 To inform the public regarding the purpose, value, conditions and needs of public education in the community;

**1.05 Composition of Board.** The Board of Trustees (Board) is comprised of seven (7) members who are elected officials. Six (6) members must reside in each of the District's six (6) townships. One (1) member may reside in any of the townships in the District, and this member is known as the At-Large member. All voters in the District vote for all seven (7) members.

**1.06 Qualifications.** Eligibility for election to the Board is governed by Indiana election law. In order to qualify and serve after the election, the following rules apply:

1.06.1 A person must be at least 21 years of age;

1.06.2 A person must have been a resident for a period of at least 1 year of the district from which he or she is elected;

1.06.3 If the person is a teacher or non-certified employee, as defined by Indiana Code §20-29-2-11, of the Corporation the person must resign from his or her employment with the Corporation before serving on the Board. Indiana Code §20-26-4-11.

1.06.4 A person must take an oath of office.

**1.07 Certification of Board Members.** On or before August 1<sup>st</sup> of each year, the Superintendent will file with the State Superintendent of Public

Instruction a certification of Board members. This certification will include the names and addresses of the Board members and officers and the expiration dates of the terms of the Board members and officer. If a change in membership occurs, the Superintendent will, within 30 days of the change, file with the State Superintendent of Public Instruction a notice of the change.

**1.08 Term.** The term of each Board member is four (4) years.

**1.09 Vacancies.** If a vacancy occurs on the Board because of the death of a member, resignation, conviction of a felony, a change in residency, removal by order of a Court, or any other legal reason, the Board will fill the vacancy by a majority vote within 30 day after the vacancy occurs. The person selected to fill the vacancy must possess all qualifications for the position. If a tie vote occurs or if the Board fails to fil the vacancy within 30 days, the Board President will certify this occurrence to the Judge of the Putnam Circuit Court, and the Judge will make an appointment to fill the vacancy, as provided for by Indiana law.

**1.10 Leaves of Absence for Military Service.** A School Board member who is called into active duty in the armed forces of the United States or the National Guard and thus is unable to perform his or her school board duties, is entitled to a leave of absence from the member's office for the period of the active duty. For purposes of this section, the Board member has not vacated the office by taking a leave of absence. A member who takes a leave of absence for active duty shall provide to the School Board President notice that the member is taking a leave of absence for military service. Upon receipt of the member's notice to take a leave of absence for military service, the member's office shall be filled by a temporary appointment in accordance with Ind. Code 20-26-4 and in the same manner as a vacancy created by a resignation is filled. Upon returning from a leave of absence, the member shall provide written notice that the member's active duty has ended. Within 72 hours of receiving notice that the member's leave of absence has ended, the School Board President shall notify the person temporarily appointed to the member's office and the School Board that the member's leave of absence has ended. On the date the member's leave of absence ends, the member shall resume the duties of the office for the remainder of the term for which the member was elected.

**1.11 Board Orientation.** New Board members will participate in an orientation program designed to inform the new members of the operations of

the Board and the Corporation. The Board President and Superintendent will develop and maintain this program.

**1.12 Compensation.** Each member of the Board will be compensated for his or her service in the amount of Two Thousand Dollars (\$2,000.00) per year. If a member has filled a vacancy, the new member will receive the pro-rata share of this compensation for each month of service.

**1.13 Reimbursements.** Board members are entitled to reimbursement for expenses incurred while traveling on school business, attending meetings or conferences relating to their Board functions and responsibilities, and for other expenses authorized by the Board. Members seeking reimbursement must submit to the Board within 30 days a voucher and supporting documentation for the expenses.

**1.14 Reorganization.** The Board will meet and be reorganized within the first fifteen (15) days of each calendar year.

**1.15 Meetings.** At the reorganization meeting, the Board will decide when and where it will meet for the calendar year. The Board must meet at least one (1) time each month.

**1.16 Officers.** At the reorganization meeting, the Board will elect a President, Vice President, and Secretary from its membership. The Board will also appoint a Treasurer of the Corporation and the Board. The Treasurer may not be a Board member or the School Superintendent.

1.16.1 Term. All officers serve for a term of one (1) year or until their successors are elected and qualify.

1.16.2 Removal. The Board may remove an officer for cause.

1.16.3 Vacancies. If a vacancy occurs in an office, the Board will fill the vacancy within 30 days.

1.16.4 Duties. The officers have the following duties:

1.16.4.1 President. The President will conduct all meetings, prepare agendas for meetings, schedule special meetings and executive sessions and take such other action necessary to ensure the transaction of Board business in an orderly and efficient manner.

1.16.4.2 Vice President. The Vice President will assume the duties of the President in the absence of the President.

1.16.4.3 Secretary. The Secretary will keep and maintain all records of meetings and notices, attest to the signature of officers on legal documents, and perform such other duties as may be prescribed.

1.16.4.4 Treasurer. The Treasurer will receive all funds, issue receipts for such funds, deposit funds, issue and sign all warrants drawn on school funds and serve as custodian of all monies of the Corporation. The treasurer will complete all reports as required by law or requested by the Board. The Treasurer will post a bond as required by law. The Treasurer reports to the Board.

**1.17 School Attorney.** The Board will appoint an attorney to serve as the School attorney. The terms and conditions of this appointment will be at the discretion of the Board. The School Attorney will represent the Corporation and its officers, as the Board directs, in all legal proceedings against or on behalf of the Corporation. The School Attorney will also advise the Board, the Superintendent, and all administrative departments. The School attorney will provide legal opinions and advise when requested by the Board President or Superintendent. The Board may authorize the engagement of additional or special counsel in appropriate circumstances.

**1.18 Special Meetings.** The President or Superintendent or any three (3) members of the Board may call a special meeting at any time by providing notice to the Board Secretary. Unless an emergency exists, as defined by Indiana Code §5-14-1.5, public notice must be provided at least 48 hours prior to the special meeting. This notice must contain the time, date, location and purpose. For purposes of notice weekends and legal holidays do not count toward the 48-hour notice requirement.

**1.19 Executive Sessions.** The Board may meet in Executive session as provided in the Indiana Open Door Law (Indiana Code 5-14-1.5 et seq.). An executive session is not a meeting open to the public. The President, Superintendent, or other members of the Board may call for an executive session. Notice of executive session must be provided at least 48 hours prior to the executive session. For purpose of notice, weekends and legal holidays do not count toward the 48-hour notice requirement.

**1.20 Agenda.** The Superintendent, with the assistance and approval of the President, will prepare agendas for each meeting. Members wishing to add items to the agenda should notify the Superintendent and President at least 13 days prior to the Board meeting. All agendas will be posted at the corporation administrative offices and at each school facility.

**1.21 Quorum.** Four members present at a meeting constitutes a quorum. The Board may not transact any business unless a quorum is present.

**1.22 Voting.** A majority of members voting constitutes a majority vote at a meeting in which a quorum is present. Unless a law or rule requires otherwise, the Board may act only by majority vote. For purposes of determining a majority vote, abstentions do not count as votes. If a member or members fail or refuse to vote, these members are deemed to have acquiesced to the majority. As a member of the Board, the President may vote on all motions. Proxy votes are not permitted.

**1.23 Public Comment.** Members of the public may comment on agenda items or other matters of interest to the Board under the agenda item "Comments From Patrons." The Board may require those wanting to comment to write their name and address on a sign-in sheet prior to the meeting. Normally, public comment is limited to five minutes per person and twenty minutes per topic. The Board President may allow public comment for longer periods of time in his or her discretion.

**1.24 Matters Not on Agenda.** The Board will not discuss or vote on matters not on the agenda. If a member of the Board wishes to add an item to the agenda during a meeting, the member must move to suspend the rules to allow for discussion. This motion to suspend requires a two-thirds vote of members present. If a Board member wishes to add an item to the agenda during a meeting, the member must move to suspend the rules to allow for a vote on the new matter. This motion to suspend the rules requires a unanimous vote of those members present.

**1.25 Participation by Electronic Means.** If a member of the Board cannot be physically present at a meeting, the member may participate by telephone or other electronic means. However, the member is not counted as present for purposes of quorum or voting, and the member cannot vote.

**1.26 Adoption of Policies.** The Board reserves the right to amend these policies, add new policies, and delete policies at any time. The Board may

delegate to the Superintendent or other administrative personnel the administration of the policies.

## Chapter 2 - Administration

**2.01 Superintendent.** The Board shall retain the Superintendent of Schools.

2.01.1 Qualifications. The Superintendent shall have prior successful experience as a school administrator or principal, hold or obtain a valid Superintendent's Certificate issued by the Indiana Department of Education or an equivalent agency of another state, and possess at least a master's degree from an accredited post-secondary educational institution.

2.01.2 Contract. For contracts entered into or renewed after June 30, 2017, the Superintendent's contract must be for at least one year but not more than three years, and the contract may be extended for not more than 5 years beyond the term of the original contract.

2.01.2.1 Alteration or Rescission. The contract may be altered or rescinded for a new contract at any time by written mutual consent of the Board and the Superintendent.

2.01.2.2 Termination. The Superintendent's contract terminates:

2.01.2.2.1 Mutual Consent. On any date, by written mutual consent of the Superintendent and the Board.

2.01.2.2.2 For Cause. Before the expiration date set forth in the contract, if the Board terminates the contract for cause under a statute that sets forth causes of dismissal of teachers, if the Superintendent is licensed under Indiana Code §20-28-5, or, if the Superintendent is not licensed under Indiana Code §20-28-5, then for immorality, misconduct in office, incompetence or willful neglect of duty. Prior to termination for cause, the Board must provide the Superintendent with notice of termination that states the reasons for the termination. At least 10 days prior to the effective date of the termination, the Superintendent has the right to request a hearing. This request must be in writing and deliver to the Board President in person or by certified mail.

2.01.2.3 Non-Renewal. On the date for expiration set forth in the contract, if the Board provides notice of non-renewal to the

Superintendent on or before January 1 of the year in which the contract will expire. This notice must be delivered to the Superintendent in person or by certified mail.

2.01.2.4 Resignation. On the date for expiration set forth in the contract, if the Superintendent provides to the Board notice of resignation on or before January 1 of the year in which the contract will expire. This notice must be delivered to the Board President in person or by certified mail.

2.01.2.5 Buy-Out of Contract. If the Superintendent's contract provides for 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 the Superintendent's salary for any one year under the contract or the sum of \$250,000. For purposes of this provision, the Superintendent's salary does not include benefits and other terms of compensation the Superintendent receives as payment under the contract other than the Superintendent's salary.

2.01.3 Duties. The Superintendent shall be the executive officer of the School Board and the chief administrator of the School. The Superintendent shall recommend policy to the Board and ensure the successful implementation and execution of those policies, once approved. The Superintendent shall have the power to decide all appropriate administrative matters, and execute all power provided to the Superintendent by law.

**2.02 Administrative Assistant to the Superintendent.** The position may be staffed by the Board upon recommendation of the Superintendent. The administrative assistant shall be a member of the administrative personnel and report directly to the Superintendent. The Superintendent shall designate the administrative assistant's responsibilities and duties.

**2.03 Building Principals.** Upon recommendation of the Superintendent, the Board will select building principals for each of its schools. The building principal is the chief executive officer of the designated building. The building principal shall report direct to the Superintendent. The principal shall be licensed in accordance with the Indiana Department of Education. The principal's contract shall be consistent with Indiana Code § 20-28-8, and may be altered or rescinded for a new contract at any time by mutual consent of the Board and the principal. The initial term of the contract must be equivalent to at least two school years.

2.03.1 Renewal and Non-Renewal. Before March 1 of the year during which the contract for a principal is due to expire, the Board, or an attorney acting at the direction of the Board, will give to the principal written notice of renewal or refusal to renew the principal's contract for the ensuing school year.

2.03.2 Notice of Preliminary Consideration. If the Board is considering against renewing a principal's contract, the Board, or an attorney acting at the direction of the Board, will provide to the principal written preliminary notice of non-renewal. This notice must state the reasons for the non-renewal and state that the principal has a right to request a private conference with the Superintendent. This Notice must be delivered to the principal in person or be certified mail at least 30 days prior to provided the final notice of non-renewal.

2.03.3 Private Conference with Superintendent. If the principal wishes to exercise his or her right to a private conference, the principal must provide to the Superintendent written notice of this election within 5 days of receipt of the preliminary notice of non-renewal from the Board. If the principal waives this right to a private conference, the principal waives the right to an additional private conference with the Board.

2.03.4 Additional Private Conference with Board. If, after the private conference with the Superintendent, the principal wishes to exercise his or her right to an additional private conference with the Board, the principal must provide notice to the Board President within 5 days of the private conference with the Superintendent.

**2.04 Assistant Principal.** The position of assistant principal may be staffed by the Board upon recommendation of the building principal and the Superintendent and approval of the Board. The assistant principal shall report directly to the building principal. The Board shall contract with the assistant principal in accordance with Indiana Code § 20-28-8. The Superintendent and the building principal shall determine the assistant principal's duties and responsibilities. The initial term of the contract must be equivalent to at least two school years.

2.04.1 Renewal and Non-Renewal. Before March 1 of the year during which the contract for an assistant principal is due to expire, the Board, or an attorney acting at the direction of the Board, will give to the assistant principal written notice of renewal or refusal to renew the assistant principal's contract for the ensuing school year.

2.04.2 Notice of Preliminary Consideration. If the Board is considering against renewing an assistant principal's contract, the Board, or an attorney acting at the direction of the Board, will provide to the assistant principal written preliminary notice of non-renewal. This notice must state the reasons for the non-renewal and state that the assistant principal has a right to request a private conference with the Superintendent. This Notice must be delivered to the assistant principal in person or be certified mail at least 30 days prior to providing the final notice of non-renewal.

2.04.3 Private Conference with Superintendent. If the assistant principal wishes to exercise his or her right to a private conference, he or she must provide to the Superintendent written notice of this election within 5 days of receipt of the preliminary notice of non-renewal from the Board. If the assistant principal waives this right to a private conference, the assistant principal waives the right to an additional private conference with the Board.

2.04.4 Additional Private Conference with Board. If, after the private conference with the Superintendent, the assistant principal wishes to exercise his or her right to an additional private conference with the Board, the assistant principal must provide notice to the Board President within 5 days of the private conference with the Superintendent.

**2.05 Dean of Students.** The position of Dean of Students may be staffed by the Board upon recommendation of the Superintendent and Building Principal and approval of the Board. Duties of the Dean shall be directed by the building principal and the Superintendent. These duties include, but are not limited to, monitoring student attendance, monitoring student activity, and handling student discipline issues. The assistant principal may be referred to as the Dean of Students.

**2.06 Individual School Administrative and Supervisory Personnel.** Individual building administrative and supervisory personnel shall be employed to carry out the policies and procedures of the School. Upon recommendation of the Superintendent, the Board will specify the general nature of the supervisory or administrative duties to be performed by the employees.

**2.07 Administrative Operations.**

2.07.1 Organization. The Superintendent shall establish appropriate rules and regulations to assure adequate organization for the effective operation of administrative procedures. Such organization shall

remain under the continual evaluation of school administrators to ensure the best practices of the School are followed.

**2.07.2 Organizational Chart.** The Superintendent shall develop the organizational chart of School employees to be approved by the Board.

**2.07.3 Administrative Meetings.** All administrators shall meet at regularly scheduled session throughout the year. The Superintendent shall determine the scheduled session and must preside at each session.

**2.08 Communication.** Two-way communication shall be used in accordance with the organizational chart developed by the Superintendent.

**2.08.1 Availability of Information.** Principals shall make pertinent information available to students, parents, and employees through appropriate methods, including but not limited to, local media releases, newsletters, memorandum, emails, and/or social media postings. Confidential information, as defined by state and federal laws and regulations, shall be made available in accordance with those laws and regulations.

**2.09 Salary and Fringe Benefits of Administrative Personnel.** It is the Board's desire to make available or provide, within the limits of the law and sound fiscal policy, certain salary and benefits. Such salary and benefits shall be recommended by the Superintendent, approved by the Board, and incorporated into the language of the administrator's contract.

**2.10 Reimbursement.** The Board may reimburse selected administrators for mileage incurred during the course of their employment. All administrators shall be reimbursed for visitations to school outside the district while on official business of the School, and well as for business meetings arising out the course of their employment. Such trips shall receive Board approval and be properly recorded in School records. Private car mileage shall be reimbursed at the rate prescribed by state law. Reimbursement request shall be submitted in accordance with established procedures. Reimbursement for meals and other related travel expenses may be reimbursed and all requests shall be submitted in accordance with established procedures.

**2.11 Evaluation of Administrative Personnel.** Annual evaluation of administrative personnel shall be conducted by the Superintendent. The evaluations should serve to document performance in the position, provide the employee a better understanding of the specific duties and responsibilities of the position, and to encourage more effective utilization of the skills and abilities of the employees. All evaluations must be documented

on an evaluation form developed by the Superintendent and approved by the Board. The evaluation be based upon factors which relate to the employee's effectiveness and shall be conducted by the employee's immediate supervisor or another individual designated by the Superintendent. A copy of the evaluation shall be provided to the employee within seven school days after the evaluation is conducted, and the evaluation will be maintained in the administrator's employment file. The evaluation of a principal may not be based wholly on statewide assessment program test scores of the students enrolled at the principal's school. However, the statewide assessment program test scores of the students enrolled at the principal's school may be considered as one of the factors in the evaluation of the principal's overall performance at the school.

**2.12 Absences of Administrative Personnel.** Administrative personnel shall not leave school premises during the hours when school is in session without making proper arrangements with the employee's supervisor. Employees shall report all absences, scheduled or otherwise, to the Superintendent.

## Chapter 3 - Finance

**3.01 Budgets.** The Superintendent will prepare and present to the Board for consideration the Corporation's annual budgets for all funds. The Board will provide notice, conduct public hearings, and adopt annual budgets for all funds as required by law.

**3.02 Depositories.** The Board, acting as the Board of Finance, will organize annually and designate depositories as provided for by Indiana law.

**3.03 Fund Reports.** The Treasurer will provide to the Board on or before July 15<sup>th</sup> of each year, and at other times by request, reports of all funds and accounts, showing collections, expenditures, accounts receivable, accounts payable, and cash on hand.

**3.04 Bonds.** The Board will cause to be purchased and recorded all bonds required for the Treasurer and other officials as required by law. In lieu of individual bonds, the Board may purchase a blanket bond for all school officials required to post bonds.

**3.05 Reports.** The Treasurer will file all local, state, and federally mandated reports. In preparing these reports, the Treasurer will follow applicable laws, rules and regulations.

**3.06 Purchasing Rules.** The following rules apply to the purchase of materials, supplies and or equipment:

3.06.1 Purchasing Agent. The Superintendent will serve as the purchasing agent for the Corporation.

3.06.2 General Policy. All purchases will be made in accordance with applicable law and this policy.

3.06.3 Small Purchase Policy. If the purchase is expected to be less than \$25,000, the purchasing agent may make the purchase on the open market for the best value without soliciting bids, proposals or quotes, but all purchases must be approved by the Board.

3.06.4 Quotes. If the purchase is expected to be at least \$50,000 but less than \$150,000, the purchasing agent must invite quotes from at least three suppliers known to deal in the supplies, materials or equipment to be purchased. Such invitation will be made at least seven (7) days before the date on which the quotes are due. The purchase will be made using the lowest responsive and responsible quote, unless the agent rejects all quotes.

3.06.5 Bids. If the purchase is expected to be \$150,000 or more, the purchasing agent will solicit bids and make the purchase using the lowest responsive and responsible bidder, unless the agent rejects all bids.

**3.07 Inventory.** The Treasurer will maintain an inventory of all equipment and property of the Corporation.

**3.08 Fixed Asset Management.** The Corporation will maintain a fixed asset management system. The system will contain sufficient information to permit the preparation of year-end financial statements in accordance with generally accepted accounting principles and other rules of the State Board of Accounts and to permit the procurement of adequate insurance coverage for the assets.

3.08.1 Fixed Assets. For purposes of this policy, fixed assets are defined as those tangible assets of the Corporation with a useful life in excess of one (1) year and an initial cost equal to or exceeding \$2,500.00.

3.08.2 Controlled Assets. All computers, monitors, printers, and other such equipment, are controlled assets. Although controlled assets are not fixed assets, such assets will be included in the system.

3.08.3 Classification. The system will monitor all fixed assets and controlled assets and classify these assets as follows:

3.08.3.1 Land;

3.08.3.2 Buildings;

3.08.3.3 Machinery, Equipment and vehicles; and,

3.08.3.4 Construction in progress.

3.08.4 Ownership. All fixed assets and controlled assets that are leased, leased-to-own, or jointly owned will be identified and recorded in the fixed asset system.

**3.09 Cafeteria and Extra-Curricular Accounts.** The Corporation will maintain accounting systems and accounts for a cafeteria and extra-curricular transactions and will comply with all federal and state laws, rules and regulations.

3.09.1 Extra-Curricular Treasurers. The Board will appoint extra-curricular treasurers. These treasurers will be the caretakers of all

funds and accounts for their respective extra-curricular activity and will follow all laws, rules and regulations and internal guidelines, including but not limited to all internal control guidelines of the Corporation. The extra-curricular treasurers will immediately notify the Superintendent of any irregularities.

**3.10 Internal Control Standards and Procedures.** The Superintendent shall establish 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 program and funds are managed in compliance with applicable Federal and State statutes, 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:

3.10.0.1 Effectiveness and efficiency of operations;

3.10.0.2 Reliability of reporting for internal and external use;  
and

3.10.0.3 Compliance with applicable laws and regulations.

3.10.1 Accounting. 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. These standards and procedures must also provide reasonable assurance to maintain accountability over assets and demonstrate compliance with Federal and State statutes, regulations, and the terms and conditions of grants and awards.

3.10.2 Grant Execution. The internal control standards and procedures must provide reasonable assurance that these transactions are executed in compliance with Federal and State statutes, 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/or regulations that are identified in the Federal Compliance Supplements and/or directives of the State Board of Accounts (SBOA).

3.10.3 Grant Property. 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 theft, fraud, unauthorized use, or unauthorized disposition.

3.10.4 Variances and Losses. Further, erroneous or irregular 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.

3.10.5 Materiality. 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, 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.

3.10.6 Compliance. The Corporation shall:

3.10.6.1 Comply with Federal statutes, regulations, and the terms and conditions of the Federal grants and awards;

3.10.6.2 Comply with State statutes and regulations related to the management and control of all funds received by the Corporation;

3.10.6.3 Evaluate and monitor the Corporation's compliance with statutes, regulations, and the terms and conditions of Federal grants and awards and State and local funds received;

3.10.6.4 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;

3.10.6.5 Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;

3.10.6.6 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.

3.10.6.7 Provide, upon employment and periodically after employment, training concerning the internal control standards and procedures established by 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,

3.10.6.8 Take reasonable 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. PII is defined by 2 C.F.R. 200.79 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 definition of PII is not anchored 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.

**3.11 Time and Effort Reporting.** As a recipient of Federal funds, the Corporation shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 200.430 of Title 2 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against Federally-sponsored projects. This process is intended to verify that compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

3.11.1 Compensation. Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services also may include fringe benefits, which are addressed in 2 C.F.R. 200.431 Compensation—fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:

3.11.1.1 Is reasonable for the services rendered, conforms to the Corporation's established written policy, and is consistently applied to both Federal and non-Federal activities; and

3.11.1.2. Follows an appointment made in accordance with the Corporation's written policies and meets the requirements of Federal statute, where applicable.

3.11.2 Time and Effort Reports. The reports are required to:

3.11.2.1 Be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;

3.11.2.2 Be incorporated into the official records of the Corporation;

3.11.2.3 Reasonably reflect the total activity for which the employee is compensated by the Corporation, not exceeding 100% of the compensated activities;

3.11.2.4 Encompass both Federally assisted and other activities compensated by the Corporation on an integrated basis;

3.11.2.5 Comply with the Corporation's established accounting policies and practices;

3.11.2.6 Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

The Corporation also shall follow any time and effort requirements imposed by the pass-through entity to the extent that they are more restrictive than the Federal requirements. The Payroll Office is responsible for the distribution, collection, and retention of all

employee effort reports. Individually reported data shall be made available only to authorized auditors.

3.11.3 Reconciliations. Budget estimates are not used as support for charges to Federal awards. However, the Corporation may use budget estimates for interim accounting purposes. The system used by the Corporation to establish budget estimates produces reasonable approximations of the activity actually performed. Any significant changes in the corresponding work activity are identified by the Corporation and entered into the Corporation's records in a timely manner. The Corporations' internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

**3.12 Cash Management.** The Superintendent will establish and maintain effective internal control standards and procedures for cash handling and cash management. These standards and procedures must comply with Federal and State laws, rules and regulations and the Corporation's internal controls policies.

**3.13 Cash Management for 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 areas of cash management.

3.13.1 Methods. The Corporation's payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury 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.

3.13.2 Forms and Procedures. 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.

3.13.3 Advanced Payments. 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 provision of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693(r)).

3.13.4 Use of Cash Advances. When the Corporation uses a cash advance payment method, the following standards shall apply:

3.13.4.1 The timing and amount of the advance payment requested shall be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.

3.13.4.2 The Corporation shall make timely payment to contractors in accordance with contract provisions.

3.13.4.3 To the extent 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 funds before requesting additional cash payments.

3.13.4.4 The Corporation shall account for the receipt of obligation and expenditure of funds.

3.13.4.5 Advance payments shall be deposited and maintained in insured accounts whenever possible.

3.13.4.6 Advance payments shall be maintained in interest bearing accounts unless the following apply:

3.13.4.6.1 The Corporation receives less than \$120,000 in Federal awards per year.

3.13.4.6.2 The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

3.13.4.6.3 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.

3.13.4.6.4 A foreign government or banking system prohibits or precludes interest bearing accounts.

3.13.4.7 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 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) 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.

3.13.5 Cost Principles for 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.

3.13.5.1 Cost Principles. Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

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

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

A. Whether a cost is a type generally recognized as ordinary and necessary for the operation of the Corporation or the property and efficient performance of the Federal award;

B. 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;

C. Market prices for comparable goods or services for the geographic area;

D. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and,

E. Whether the cost represents any significant deviation from the established practices or School Board policy which may increase the expense.

3.13.5.2 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 and prove that the cost addresses an existing need.

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

3.13.5.3.1 The cost is needed for the proper and efficient performance of the grant program;

3.13.5.3.2 The cost is identified in the approved budget or application;

3.13.5.3.3 There is an educational benefit associated with the cost;

3.13.5.3.4 The cost aligns with identified needs based on results and findings from a needs assessment; and,

3.13.5.3.5 The cost addresses program goals and objectives and is based on program data.

3.13.5.4 A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received.

3.13.5.5 Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the Federal award.

3.13.5.6 Be consistent with policies and procedure that apply uniformly to both Federally financed and other activities of the Corporation.

3.13.5.7 Be afforded 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 assigned as an indirect cost under another award.

3.13.5.8 Be determined in accordance with generally accepted accounting principles.

3.13.5.9 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 allocable to the Federal award. Typical examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, and/or adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

3.13.5.10 Not be included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

3.13.5.11 Be adequately documented:

3.13.5.11.1 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;

3.13.5.11.2 In the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purposes for such expenditure if not otherwise clear.

3.13.6 Selected Items of Cost. The Corporation shall follow the rules for selected items of cost, 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 ward, may deem a cost as unallowable, and Corporation personnel shall follow those rules as well.

3.13.7 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.

3.13.8 Determining Whether a Cost is Direct or Indirect.

3.13.8.1 Direct costs are 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. Those costs may include salaries and fringe benefits or 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, and/or infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.)

3.13.8.2 Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective and are not readily assignable to the cost objectives specifically benefitted 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.

3.13.8.3 Federal education programs with supplement 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 or any component of the Corporation, and operation of the immediate offices of these officers.

3.13.8.4 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:

3.13.8.4.1 Administrative or clerical service are integral to a project or activity;

3.13.8.4.2 Individuals involved can be specifically identified with the project or activity;

3.13.8.4.3 Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and,

3.13.8.4.4 The costs are not also recovered as indirect costs.

3.13.8.5 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.

3.13.8.6 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).

**3.14 Timely Obligation of Funds.** Obligations are orders placed for property and services, contracts and sub-awards made, and similar transactions

during a given period that require payment by the non-Federal entity during the same or a future period.

3.14.1 The following table illustrates when funds are determined to be obligated under the U.S. Department of Education regulations:

If the obligation is for:

3.14.1.1 Acquisition of property – on the date which the Corporation makes a binding written commitment to acquire the property.

3.14.1.2 Personal service by an employee of the Corporation – when the services are performed.

3.14.1.3 Personal service 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.

3.14.1.4 Public utility services – when the Corporation receives the services.

3.14.1.5 Travel - when the travel is taken.

3.14.1.6 Rental of property – when the Corporation uses the property.

3.14.1.7 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.

3.14.2 Period of Performance. All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the “period of performance.” 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. 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. In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is approved, unless an agreement exists with IDOE or the pass-through entity to reimburse for pre-approval expenses. For both State-administered and direct grants, regardless of the period of availability, the Corporation shall liquidate all obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. 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.

**3.15 Investment Policy.** The Superintendent and Treasurer are authorized, with approval of the Board, to make investments of available monies from the several funds of the Corporation in a manner consistent with Indiana Code §5-13-9.

**3.16 Bond Post-Issuance Compliance.** The following procedures are adopted by the Corporation in connection with the issuance of tax advantaged bonds by the Corporation or by an issuer on behalf of the Corporation (the "issuer"). In order to maintain the tax advantaged status of the bonds under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (collectively, the "Code"), the Corporation must comply with the provisions of the Code from the date of issuance through final payment or maturity of the bonds. These post-issuance compliance responsibilities are summarized in the transcript of proceedings prepared in connection with each series of bonds (the "transcripts").

3.16.1 The purpose of these procedures is to summarize the post-issuance responsibilities of the School Corporation in connection with the bonds. The Superintendent ("compliance officer") shall be the

School Corporation's representative responsible for establishing and coordinating compliance with these procedures.

3.16.2 These procedures supplement, but do not replace, any other procedures of the School Corporation. The procedures may be supplemented or amended at any time by the School Corporation, with the advice of nationally recognized bond counsel, but without any notice to or consent from any trustee, any bondholder, or any other person. Noncompliance with the procedures is permitted, with the advice of nationally recognized bond counsel, but without any notice to or consent from any trustee, any bondholder, or any other person, if compliance would impose unreasonable burdens on the Corporation and non-compliance would not cause any bonds to fail to satisfy all requirements of the Code.

### 3.16.3 General Procedures.

3.16.3.1 The compliance officer shall be primarily responsible for monitoring compliance with the Code.

3.16.3.2 The compliance officer shall be provided with training and educational resources necessary to ensure compliance with the Code.

3.16.3.3 The tax and arbitrage certificates ("tax documents") contained in the transcripts describe the provisions of the Code that must be followed in order to maintain the tax advantaged status of the bonds. In addition, the tax documents contain the reasonable expectations of the Corporation or issuer at the time of issuance of the bonds with respect to the use of the proceeds and the assets to be financed or refinanced from the bonds. These procedures supplement and support the covenants made by the Corporation or issuer in the tax documents. In order to comply with the covenants in the tax documents, the Corporation must track and monitor the actual use of the proceeds, the investment and expenditure of the proceeds and the use of the facilities financed with the bonds over the life of the related bond issue.

### 3.16.4 Issuance

3.16.4.1 Upon issuance of any bonds, the compliance officer shall obtain, review, and retain a copy of any tax or arbitrage certificates of the Corporation or issuer of the bonds with respect to each bond issue.

3.16.4.2 The compliance officer shall cause an Internal Revenue Service Information Return (e.g., Form 8038-G) for any bonds (an "information return") to be filed with the Internal Revenue Service not later than the 15<sup>th</sup> day of the second calendar month after the close of the calendar quarter in which the bonds are issued.

### 3.16.5 Post-Issuance.

3.16.5.1 The compliance officer shall monitor the yield on the investment of bond proceeds (including compliance with any yield restrictions or temporary periods).

3.16.5.2 The compliance officer shall monitor the timely expenditure of bond proceeds.

3.16.5.3 The compliance officer shall monitor the proper use of bond proceeds and any facilities financed thereby.

3.16.5.4 The compliance officer shall, on or before each anniversary of the date of issuance of any bonds, determine whether the Corporation or the issuer has paid from funds available pursuant to the bond indenture or bond resolution all amounts required to be rebated to the United States under Section 148(f) of the Code and Section 1.148-3 of the regulations.

3.16.5.5 The compliance officer shall, on or before each anniversary of the date of issuance of any bonds, determine whether the School Corporation or the issuer has made from funds available pursuant to the bond indenture or bond resolution all yield reduction payments required to be made to the United States under Section 1.148-5(c) of the regulations.

3.16.5.6 The compliance officer shall monitor the investment, expenditure, and use of the bonds proceeds to ensure timely identification of any violations of Federal tax requirements and timely correction of any identified violations through remedial actions described in Section 1.141-12 of the regulations or other applicable regulation or through the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008 31.

3.16.5.7 The compliance officer shall monitor use of the bond proceeds and any facilities financed or refinanced thereby to ensure that no facilities financed or refinanced by the bonds will be sold prior to the earlier of the useful life of the facility or maturity date of the bonds. The compliance officer shall monitor use of the bond proceeds and any facilities financed or refinanced thereby to ensure that no more than the ten percent (10%) of the bonds proceeds, considered separately, or any facilities financed thereby, are:

3.16.5.7.1 Used by any nongovernmental person;

3.16.5.7.2 Leased to any nongovernmental person;

3.16.5.7.3 Used by any 501(c)(3) organization in an "unrelated trade or business" within the meaning of Section 513(1) of the Code without regard to whether such activity results in unrelated trade or business income under Section 511 of the Code;

3.16.5.7.4. Subjected to any management, service, or incentive payment contract with any nongovernmental person, under which such nongovernmental person provides services involving all, any portion, or any function of such facilities, unless such contract satisfies the conditions under which it would not result in private business use set forth in Revenue Procedure 97 13 (1997 1 C.B. 623), as amended from time-to-time;

3.16.5.7.5. Subjected to any agreement by any nongovernmental person to sponsor research, unless such agreement satisfies the conditions under which it would not result in private business use set forth in Revenue Procedure 2007 47 (2007 29 I.R.B. 108), as amended from time-to-time; or,

3.16.5.7.6. Subjected to any other arrangement that conveys special legal entitlements for beneficial use thereof that are comparable to special legal entitlements described in 1-5 above.

3.16.5.8 For any bonds which are subject to SEC Rule 15c2-12 (the "SEC Rule"), as amended to the date hereof, and/or for which a Continuing Disclosure Undertaking (the "undertaking") has been executed by the School Corporation, the compliance officer shall be primarily responsible for ongoing compliance with the SEC Rule and any undertaking to which the Corporation is a party. Responsibility for ensuring such ongoing compliance shall include, but is not limited to, reporting to proper repositories (as of the date of execution of these procedures, the sole repository is the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board) the following information, where applicable: (i) annual information which was initially reported in any offering materials for the bonds, (ii) notice of certain reportable events, subject in some cases to a determination of materiality by the School Corporation, and (iii) notice of failure to provide the annual information pursuant to clause (i) herein.

3.16.5.9 If Qualified School Construction Bonds, Qualified Zone Academy Bonds, or Build America Bonds were issued, the compliance officer shall monitor the use of those specific bonds proceeds to ensure that (i) the proceeds were spent on the specific purposes for which those bonds were approved and authorized pursuant to the approval of the Indiana Department of Education, if applicable, and the tax documents, (ii) the cost of issuance financed by from the proceeds of each bond does not exceed two percent (2%) of the proceeds of the sale of each bond,

and (iii) the bond proceeds are expended pursuant to the required timing as indicated in the tax documents.

3.16.6 Record Retention. Records related to bond-financed assets must be kept for as long as the bonds which financed the assets are outstanding, plus three (3) years after the final redemption date of those bonds. In the case of a refunding, records relating to the original new money issue and all records relating to the refunding issue must be maintained until three (3) years after the final redemption date of both bond issues. The following documents shall be maintained on paper or by electronic means (e.g., CD, disks, tapes) as indicated above:

3.16.6.1 Tax certificate and arbitrage certificate

3.16.6.2 Information return

3.16.6.3 Audited financial statements

3.16.6.4 Bond transcripts, official statements, and other offering documents

3.16.6.5 Minutes and resolutions authorizing the issuance of the bonds

3.16.6.6 Certifications of the issue price of the bonds

3.16.6.7 Any formal elections for the bonds (e.g., election to employ an accounting methodology other than specific tracing)

3.16.6.8 Appraisals, demand surveys, or feasibility studies for bond financed property, if any

3.16.6.9 Documents related to government grants associated with construction, renovation, or purchase of bond financed facilities, if any

3.16.6.10 Trustee statements for the bonds, if any

3.16.6.11 Reports of any IRS examinations of the School Corporation, issuer, or Corporation bonds

3.16.6.12 Documentation of allocations or investments and investment earnings to the bonds

3.16.6.13 Documentation for investments of the bond proceeds related to:

3.16.6.13.1 Investment contracts (e.g., guaranteed investment contracts)

3.16.6.13.2 Credit enhancement transactions (e.g., bond insurance contracts)

3.16.6.13.3 Financial derivatives (swaps, caps, etc.)

3.16.6.13.4 Bidding of financial products

3.16.6.14 The following arbitrage related documents for the bonds:

3.16.6.14.1. Computations of bond yield

3.16.6.14.2. Computation of rebate and yield reduction payments

3.16.6.14.3. Form 8038 T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate

3.16.6.14.4. Form 8038 R, Request for Recovery of Overpayments Under Arbitrage Rebate Provisions

3.16.6.15 Documentation of any allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds to expenditures for the construction, renovation, or purchase of facilities)

3.16.6.16 Documentation of any allocations of bond proceeds to issuance costs

3.16.6.17 Copies of requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period

3.16.6.18 Copies of all contracts entered into for the construction, renovation, or purchase of bond financed facilities

3.16.6.19 Records of expenditure reimbursements incurred prior to issuing the bonds for facilities financed with bond proceeds

3.16.6.20 A list or schedule of all bond financed facilities or equipment

3.16.6.21 Documentation that tracks the purchase and sale of bond financed assets

3.16.6.22 Records of trade or business activities by third parties allocated to bond financed facilities, if any

3.16.6.23 Copies of the following agreements when entered into with respect to bond financed property:

3.16.6.23.1 Management and other service agreements

3.16.6.23.2 Research contracts

3.16.6.23.3 Naming rights contracts

3.16.6.23.4 Ownership documentation (e.g., deeds, mortgages)

3.16.6.23.5 Leases

3.16.6.23.6 Subleases

3.16.6.23.7 Leasehold improvement contracts

3.16.6.23.8 Joint venture arrangements

3.16.6.23.9 Limited liability Corporation arrangements

3.16.6.23.10 Partnership arrangements.

3.16.6.23.11 Take contracts, take or pay contracts, or requirements contracts

**3.17 Bad Checks and Uncollectible Debts.** When the Corporation receives a check from a student or parent that, when deposited, is returned marked "insufficient funds", the Superintendent shall provide an opportunity for the payer to make proper payment or to arrange for a satisfactory payment schedule. If payment is not received within fifteen (15) days, the payment schedule is not adhered to, or the monies do not appear to be collectable, the School Board authorizes the Superintendent to remove the fee or charge from the Corporation's Accounts Receivable and to take appropriate action against the student and/or the parents.

If efforts to collect an amount due the Corporation have not been successful and, in the opinion of the Treasurer ("the staff"), further efforts to collect the amount due are unlikely to be successful, the staff shall submit a recommendation that the Board find that the debt is uncollectable. This recommendation shall be supported by a brief statement that summarizes the efforts to collect the debt to date and the reasons why further efforts to collect the debt are not likely to be successful. The Board shall act upon this recommendation. If the Board approves the staff recommendations that it finds a debt to be uncollectable, the staff recommendation and any Board addition, deletion, or modification to the staff recommendation shall be included in the minutes of the Board meeting in which the staff recommendation is considered by the Board. If the staff concludes that collection of the full amount due the Corporation is not possible, but that collection of a lesser amount is possible, the staff shall recommend that the Board authorize the staff to accept a reduced amount as payment in full of the amount due to the Corporation. This authorization shall contain a date by which payment in full of the reduced amount is due. If payment in full of the reduced amount is received by the due date established by the Board, the amount by which the original debt to the Corporation is reduced shall be processed pursuant to this policy as an uncollectable amount.

**3.18 Student Fees and Charges.** Because of limited financial means, the School Board may need to levy certain charges to students to facilitate the utilization of adequate, appropriate learning materials. Such charges would be made on expendable items such as, but not limited to, magazines, workbook materials, paperback selections, and laboratory supplies as well as for lost or damaged books and materials for independent study or special projects, and School Corporation-sponsored trips. No student, however, shall be deprived of participation in an activity because of lack of financial ability to pay a charge. A charge shall not exceed the combined cost of the material used, freight and/or handling and processing charges, and nominal add-on for loss.

When Corporation property, equipment or supplies are damaged, lost, or taken by a student, a fee will be assessed. The fee will be reasonable, seeking only to compensate the Corporation for the expense or loss incurred. The late return of borrowed books or materials from the Corporation's school libraries will be subject to appropriate fees. Any fees collected by members of the staff are to be turned in to the Business Office within twenty-four (24) hours after collection. In the event the above course of action does not result in the fee being collected, the Board authorizes the Director of Business to take the student and/or his/her parents to Small Claims Court for collection. If a student has paid the fees or charges described above, and the student transfers, withdraws, is expelled, or is unable to complete or continue to participate in a class, or activity, or utilize a school service for which the student or his/her parents have paid the applicable fees or charges, the Corporation may refund an amount equal to the total fee multiplied by the percentage of the semester, grading period or activity season remaining at the time the student transfers, withdraws, is expelled from the class, quits, or is cut from the activity, so long as one-third (1/3) or more of the semester, grading period, or activity season remains and the amount of refund, rounded up to the nearest dollar amount, equals or exceeds five dollars (\$5).

If a student transfers, withdraws, or is expelled from school, or withdraws or is cut from a school activity for which the student or his/her parents have paid fees and are owed a refund of all, or a proportionate share of any fees amounting to at least five dollars (\$5). The Corporation shall promptly refund such fees if the address of the student or his/her parent is known or if requested by the student or his/her parents by the end of the school year in which the fees were paid, or within thirty (30) days, whichever is longer. The right to a refund fee shall be forfeited if not requested by the end of the school

year in which the right to a refund accrues, or within thirty (30) days, whichever is longer.

Parents and students shall be given written notice of this policy at the time of school enrollment. The Corporation may write off any outstanding unpaid student fees of five dollars (\$5) or less, if not paid by December 31<sup>st</sup> of the school year following the school year or activity season in which the debt for nonpayment of student fees was incurred. Unpaid student fees in excess of five dollars (\$5) may, at the discretion of the School Treasurer or his/her designee, be written off two (2) years after the end of the school year or activity season in which the debt for nonpayment of student fees was incurred. Fees in excess of five dollars (\$5) may be written off at any time, if the principal, or his/her designee, determines the student's parents, or the student, if age eighteen (18) or older or an emancipated minor

### **3.19 Conflicts of Interest.**

3.19.1 The School Board shall not knowingly approve a contract or purchase using any funds received from a Federal grant or award in which a Board member, employee, or agent of the Board has a pecuniary interest.

3.19.2 The Board shall not knowingly approve a contract or purchase using funds other than any of those received from a Federal grant or award in which a Board member, Corporation employee, or agent of the Board or their spouse or dependent profits or has a pecuniary interest unless the Board member, employee, or agent with the profit or pecuniary interest makes a written disclosure on State Board of Accounts Form 236 required in I.C. 35-4.1-1-4, and the disclosure is approved by vote of the Board before the Board vote on the contract or purchase.

3.19.3 A Board member shall not participate in the vote on the acceptance of their disclosure and the vote on the contract or purchase addressed by their disclosure.

3.19.4 A Corporation employee or agent of the Board may be called upon to contribute to or participate in the Board's discussion on the

acceptance of their disclosure and the contract or purchase addressed by their disclosure.

3.19.5 The Superintendent shall see what a written disclosure of a conflict of interest on State Board of Accounts Form 236 that is approved by the Board is filed with the State Board of Accounts and the Clerk of the Circuit Court within fifteen (15) calendar days after approval by the Board.

3.19.6 Notwithstanding the above provision, the standards prohibiting conflict of interest in Bylaw 0144.3 and Board Policy apply to all Corporation employees, officers (that is, all members of the Board), or agents of the Board. No written disclosure shall exempt a Corporation employee from disciplinary action for violation of the conflict of interest provisions in those policies.

3.19.7 For the purpose of this policy the terms "pecuniary interest" and "profit" have the meaning given to those terms in I.C. 35-44.1-1-4.

3.19.8 Vendor Contacts with the School Community.

3.19.8.1 All representatives of vendors proposing to provide goods and services to the Board shall report their intention to propose that the Board approve the use of a product or service to the Superintendent before contacting any Corporation teacher, student, or employee, other than the employee assigned responsibility for the contract or purchase by the Superintendent.

3.19.8.2 Selection of Vendors. The Corporation's purchasing agent or committee shall not extend or give preference to any vendor. Each contract, service, product, and vendor recommended favorably to the Board, by a Board member or Corporation employee, shall be recommended based upon a favorable assessment of the quality, quantity, price, and delivery proposed. Where bidding is required, recommendations shall be based on the lowest bid from a responsive and responsible bidder. Past experience with a provider may be considered in

determining if the proposed provider is "responsible" as that term is used in this policy.

3.19.9 The Board expects its members, Corporation employees, contractors, and contractors' employees to disclose a personal or spouse or dependent's pecuniary interest or profit in a contract or purchase approved by the Board and to report possible violations of these Board expectations by others to the Superintendent. Parents, volunteers, contractors and concerned citizens are encouraged to report possible violations of the Board's expectations, if they believe a violation has occurred.

**3.20 Reporting Violations and Whistleblower Protection.** The Board is committed to protection of persons reporting violations, i.e., "whistleblowers". Specific protection is addressed for administrators, for professional staff members (all certificated employees who are not administrators), and for support staff in other portions of this policy manual. Reports by contractors and their employees are protected by this policy.

3.20.1 A contractor or an employee of a contractor, hereinafter an "employee/contractor", who is aware of acts by a Board member, Corporation employee, or another employee/contractor that possibly violates Federal or Indiana law or Board policy shall report this conduct to his/her immediate supervisor. If the employee's immediate supervisor is not responsive or the supervisor is the person whose behavior is in question, the employee/contractor shall report the possible violation to the Superintendent. If the reported conduct relates to the Superintendent, the report shall be filed directly with the Board President.

3.20.2 If a violation of law or Board policy is reported, the employee/contractor will be directed to put the report in writing. An employee/contractor making such a report in writing and his/her spouse and dependents, shall be protected from retaliation for making a report pursuant to this policy if the employee/contractor had a good faith belief at the time the report was made that the information reported was true.

**3.21 Sanctions and Debarment of Contractors.** Contractors are subject to sanctions, including debarment. As used here, "debarment" means exclusion from eligibility for future consideration for a specific or indeterminate period, or cancellation of the current contract or relationship upon a finding by the Board that the greater weight of the credible information available to the Board demonstrates that the contractor knowingly violated a law, Board policy, or made a false report under this policy. Contractors may also be subject to debarment if they knew of a violation of law or Board policy involving or related to the business of the Board but did not make a report confirmed in writing to a supervisor in accordance with this policy.

I.C. 5-22-7 (competitive bidding)

I.C. 5-22-16-1 (responsibility)

I.C. 5-22-16-2 (responsiveness)

I.C. 22-5-3-3 (employees of contractors)

I.C. 35-44.1-1.4 (conflict of interest)

I.C. 36-1-12-4 (bidding procedure for public works)

I.C. 36-1-12-4(10) (responsive)

I.C. 36-1-12-4(11) (responsible)

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

**3.22 Payment of Claims.** The School Board directs the prompt payment of legitimate claims by suppliers of goods and services to the School Corporation.

3.22.1 Each bill or obligation of this Board must be fully itemized and verified before a warrant can be drawn for its payments.

3.22.2 When an invoice is received, the Superintendent shall verify that a voucher is properly submitted, that acceptable goods were received or satisfactory services rendered, that the expenditure is included in the Board's budget and funds are available for its payment, that the amount of the invoice is correct, and a signed claim has been submitted for any amount over \$100.00.

3.22.3 All payment shall be submitted for Board approval in the form of a listing that includes the vendor's name, the number and amount of the check, and the description of the item.

3.22.4 All warrants or checks that are drawn on the funds of the School Corporation that are outstanding and unpaid for a period of two (2) or more year as of the last day of December of the year are void and will not be honored by any financial institution for payment or deposit.

3.22.5 Claims or utility billings that are required to be paid prior to the next scheduled Board meetings may be paid prior to Board approval if payment of the claims for obligations incurred through the Board's approved purchasing procedure and utility billings accrues a financial advantage to the Board by such payment. Approval of such payment is to be obtained at the next subsequent Board meeting.

**3.23 Payroll Authorization and Procedures.** The most substantial payment of public funds for the operation of the School Corporation is that which is made to the employees of the School Board for services rendered. To ensure that each person so compensated is validly employed by this Corporation and that the compensation remitted fairly represents the services rendered, this policy is promulgated.

3.23.1 Employment of all Corporation personnel must be approved by the Board except where authority to appoint certain personnel of the Corporation has been delegated to the Superintendent. Each motion of the Board to employ or reemploy a staff member shall include the name of the individual; and the position title..

3.23.2 For those employees not covered by the terms of a negotiated agreement, the School Board authorizes that certain deductions may be made from an employee's paycheck upon proper authorization on the appropriate form. Deductions may be made for:

3.23.2.1 Federal and State income tax;

3.23.2.2 Social Security;

3.23.2.3 County local option income tax;

3.23.2.4 State Teachers Retirement Fund;

3.23.2.5 Section 125 deductions (cafeteria plans);

3.23.2.6 Political contributions;

3.23.2.7 Savings in a chartered credit union;

3.23.2.8 Contributions to charitable corporations, not-for-profit and community fund organizations

3.23.2.9 Payment of dues to labor or other organizations;

3.23.2.10 Payment for benefits of part-time employees who elect to participate in benefits provided to full-time staff;

3.23.2.11 Support Staff Retirement Plan;

3.23.2.12 Insurance premiums – health, like, dental/vision, LTD;

3.23.2.13 Direct deposit.

3.23.3 The Board Also declares its willingness to enter into an agreement with any of its employees whereby the employee agrees to take a reduction in salary with respect to amounts earned after the effective date of such agreement in return for the Board's agreement to use a corresponding amount to purchase an annuity for such employee (or group of employees desiring the same annuity company) from any company authorized to transact the business as specified in law in accordance with Section 403(b) of the Internal Revenue Code, and in accordance with the Corporation's administrative guidelines. However, it shall be clearly understood that the Board's only function shall be the deduction and remittance of employee funds. Said agreement shall comply with all of the provisions of law and may be terminate as said law provides upon notice in writing by either party. Employees shall notify the Superintendent's Office in writing if they wish to participate in such a program.

**3.24 Travel Payment and Reimbursement.** 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.

3.24.1 Payment and reimbursement rates for per diem, meals, lodging, and mileage shall be established by the Corporation and approved by the School Board annually. 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 will not be reimbursed.

3.24.2 Unauthorized expenses include but are not limited to alcohol, movies, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

3.24.3 Travel payment and reimbursement provided from Federal funds must be authorized in advance and must be reasonable and consistent with the Corporation's travel policy and administrative guidelines. For travel paid for with Federal funds, the travel authorization must include documentation that demonstrates that the participant in the event by the individual traveling is necessary to the Federal award and the costs are reasonable and consistent with the Corporation's travel policy.

3.24.4 All travel shall comply with the travel procedures and rates established in the administrative guidelines. All costs incurred with Federal funds must meet the cost approval standards within Board Policy.

3.24.5 To the extent that the Corporation's policy does not establish approval standards 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 Administrators of General Services, or by the President (or his/her designee), must apply to travel under Federal awards.

**3.25 Petty Cash.** The Board recognizes the convenience afforded the day-by-day operation of the schools by the establishment of a Petty Cash Fund. This Fund shall not exceed \$500.

3.25.1 The Board will allow small petty cash funds to be established provided controls are imposed by the Superintendent to prevent abuse of such funds or total spending to exceed the fund appropriation.

3.25.2 The custodian of the petty cash fund shall ensure that the funds in his/her care shall be disbursed only for minor expenditures not readily deferred. No petty cash fund may be used to circumvent the purchasing procedures required by law and the policies of this Board. A request for petty cash funds must be made in writing, be signed by the person making the request, and include such supporting documentation as may be appropriate. The petty cash box must be secured daily.

3.25.3 The custodian of each petty cash fund shall prepare a schedule of disbursements and shall show the disbursements by line account numbers. The custodian shall submit the schedule to the Superintendent with a voucher requesting replenishment in like amount.

3.25.4 All petty cash funds will be closed out for audit at the end of the school year and unused funds will be returned to the depository.

**3.26 Cash Change Fund.** The School Board recognizes the convenience of a cash change fund in the day-to-day operation of the School Corporation. The Board authorizes the establishment of a cash change fund by means of a check drawn on the Corporation's General Fund in an amount designated by the Board. The fund shall be under the direction of the Superintendent who may designate a building cashier who shall be responsible for providing change as needed and for the safekeeping and accounting of cash change funds in their possession. The Superintendent may request the Board to increase or decrease the amount of this fund appropriate to the need of the schools. When the fund is no longer needed, all remaining monies shall be returned to the General Fund.

**3.27 Staff Recognition.** The purpose of this policy is to permit the School Board to honor its staff, former Board members, and other non-employee persons with plaques, pins, token retirement gifts and awards, and other amenities. The Board wishes to also honor staff, students, citizens, and

advisory groups for their contributions with appropriate recognitions and authorizes administrators to purchase meals, refreshments, and/or other amenities to further the interests of the Corporation.

3.27.1 The Board affirms that the expenses incurred as listed above do serve a public purpose. The Board believes that "public purpose" serves for the promotion of education, rapport with the business community, community relations, and the encouragement of non-employees to serve as volunteers as well as furthering other interests.

3.27.2 The funds shall be made available from the General Fund.

**3.28 System of Accounting.** It is the policy of the School Board that a chart of accounts be established in accordance with the requirements of the State Board of Accounts for the accounting of all Corporation funds. The Superintendent shall be responsible for the proper accounting of all Corporation funds. The Superintendent shall ensure that the expenditures are budgeted under and charged against those accounts which most accurately describe the purpose for which such monies are to be or have been spent. Wherever appropriate and practicable, salaries of individual employees, expenditures for single pieces of equipment, and the like shall be prorated under the several accounts which most accurately describe the purposes for which such monies are to be or have been spent. A report of the revenues and expenditures in all Fund(s) shall be made to the Board on a monthly basis by the Superintendent.

**3.29 Fair Labor Standards Act.** The Corporation will comply with the Fair Labor Standards Act of 1938.

3.29.1 Definitions of Terms Applicable to this Policy:

3.29.1.1 "Employ" means to suffer or permit work.

3.29.1.2 "Exempt Employees" means an employee who is exempt from the FLSA minimum wage and overtime provision. These employees may include executive, administrative, professional, and computer employees earning at least a specified minimum salary.

3.29.1.3 "FLSA" means the Fair Labor Standards Act of 1938 as amended by 29 U.S.C. Section 201 et seq. and the regulations implementing this Act found, in part, at 29 C.F.R. Part 541.

3.29.1.4 "Non-Exempt Employee" means an employee who is not exempt from the FLSA minimum wage and overtime provisions.

3.29.1.5 "Primary Duty" means the principal, main, major, or most important duty that the employee performs. Determination of an employee's primary duty shall be based on all the facts in a particular case, with the major emphasis on the character of the employee's job as a whole.

3.29.1.6 "Salary Basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis.

3.29.1.7 "Workday" means the period between the time on any particular day when an employee commences his/her "principal activity" and the time on that day at which s/he ceases such principal activity or activities. The workday may therefore be longer than the employee's scheduled shift, hours, tour of duty, or production time.

3.29.1.8 "Workweek" means the seven (7) day period of time beginning on Sunday at 12:00 a.m. and continuing to the following Saturday at 11:59 p.m.

3.29.2 Minimum Wage. It is the policy of the North Putnam Community School Corporation to pay at least the minimum wage required by the FLSA to all employees.

3.29.3 Recordkeeping Responsibilities. It shall be the responsibility of all non-exempt employees to record and submit an accurate account of their time worked each week on approved forms or via electronic or machine timecards. An employee's misrepresentation or failure to submit an accurate account of their time worked may subject the employee to discipline up to and including discharge.

Non-exempt employee time records shall be verified by a supervisor who has personal knowledge of the hours worked by the employee. It shall be a violation of this policy for a supervisor to ask a non-exempt employee to record fewer hours than were actually worked by the employee. A non-exempt employee's time record is an official school record and will be maintained for a period of not less than three (3) years.

3.29.4 Overtime. Overtime for hourly non-exempt employees shall be paid at a rate of one and one-half times the employee's regular rate of pay for each hour worked in a workweek in excess of forty (40) hours. Overtime may be authorized only by a supervisor and will be used primarily to address circumstances of an emergency or temporary nature. Non-exempt employees who work overtime without prior approval from a supervisor may be subject to disciplinary action up to and including discharge.

3.29.5 Joint/Dual Employment. Joint/Dual Employment exists when:

3.29.5.1 An employee is employed in two wage positions or a salaried and a wage position with the North Putnam Community School Corporation, and

3.29.5.2 At least one of the positions is non-exempt:

3.29.5.2.1 If one of the positions is exempt, the hours may not have to be added together to calculate the number of overtime hours worked. To determine this, the duties of the two (2) positions must be combined as if one (1) position. If the percentage of time spent performing non-exempt duties exceeds fifty percent (50%), the employee is considered non-exempt and hours worked shall be added together for the two (2) positions.

3.29.5.2.2 If both positions are non-exempt, hours worked are cumulative, and overtime shall be paid after forty (40) hours are worked in a workweek in one (1) or a combination of positions.

3.29.5.2.3. If the two (2) positions are paid at different rates, a weighted average shall be used as the regular rate for determining overtime compensation due.

Joint employment does not exist when the employee independently seeks employment with another school corporation or another state agency.

3.29.6 Volunteers. The FLSA requires that non-exempt employees must be compensated for all hours they are required or permitted to work. Thus, even though employees volunteer to work beyond their normally scheduled hours, the employer must compensate employees for those hours worked. An individual is considered to be a volunteer only if the following conditions are met:

3.29.6.1 Services are performed for which no compensation is received beyond expenses of a nominal fee; and

3.29.6.2 Services rendered are not the same type services that the individual is employed to perform for the school employer.

3.29.6.3 **Example:** A custodial employee wishing to volunteer as a lay coach for a sport team. This individual is not considered an employee while volunteering.

3.29.7 Exemptions. Certain school employees shall be exempt from the overtime and wage provisions of the FLSA and shall therefore be exempt employees for the purposes of this policy. Exempt employees may include, but are not limited to, the following:

3.29.7.1 Administrative. To qualify for the administrative employee exemption, all of the following tests must be met:

3.29.7.1.1 The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate not less than \$455 per week;

3.29.7.1.2 The employee's primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers; and

3.29.7.1.3 The employee's primary duty includes the exercise of discretion and independent judgement with respect to matters of significance.

The administrative exemption shall apply to employees compensated on a salary or fee basis at a rate not less than \$455 a week and whose primary duty is performing administrative functions directly related to academic instruction or training in an educational establishment. Academic administrative functions include operations directly in the field of education, and do not include jobs relating to areas outside the educational field.

Employees engaged in academic administrative functions include: the Superintendent or other head of an elementary or secondary school system, and any assistants responsible for administration of such matters as curriculum, quality and methods of instructing, measuring and testing the learning potential and achievement of students, establishing and maintaining academic and grading standards, and other aspects of the teaching program; the principal and any vice-principals responsible for the operation of an elementary or secondary school; department heads in institutions of higher education responsible for the various subject matter departments; academic counselors and other employees with similar responsibilities.

3.29.7.2 Learned Professionals. To qualify for the learned professional employee exemption, all of the following tests must be met:

3.29.7.2.1 The employee must be compensated on a salary or fee basis (as defined in the regulations) at a rate of not less than \$455 per week;

3.29.7.2.2 The employee's primary duty must be the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character and which includes work requiring the consistent exercise of discretion and judgement;

3.29.7.2.3 The advanced knowledge must be in a field of science or learning; and

3.29.7.2.4 The advanced knowledge must be customarily acquired by a prolonged course of specialized intellectual instruction.

"Work requiring advanced knowledge" means work which is predominantly intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment. Professional work is therefore distinguished from work involving routine mental, manual, mechanical, or physical work. A professional employee generally uses the advanced knowledge to analyze, interpret or make deductions from varying facts or circumstances. Advanced knowledge cannot be attained at the high school level.

Teachers are exempt if their primary duty is teaching, tutoring, instructing or lecturing in the activity of imparting knowledge, and if they are employed and engaged in this activity as a teacher in an educational establishment. Exempt teachers include, but are not limited to, regular academic teachers; kindergarten or nursery school teachers; teachers of gifted or disabled children; teachers of skilled or semi-skilled trades and occupations; teachers engaged in automobile driving instruction; aircraft flight instructors; home economics teachers; and vocal or instrument music teachers. The salary and salary basis requirements do not apply to bona fide teachers.

3.29.7.3 Computer Employees. To qualify for the computer employee exemption, the following tests must be met:

3.29.7.3.1 The employee must be compensated either on a salary or fee basis at a rate not less than \$445 per week or, if compensated on an hourly basis, at a rate not less than \$27.63 an hour;

3.29.7.3.2 The employee must be employed as a computer systems analyst, computer programmer, software engineer or other similarly skilled worker in the computer field performing the duties described below;

3.29.7.3.3 The employee's primary duty must consist of:

3.29.7.3.3.1 The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications;

3.29.7.3.3.2 The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

3.29.7.3.3.3 The design, documentation, testing, creation, or modification of computer programs related to machine operating systems; or

3.29.7.3.3.4 A combination of the aforementioned duties, the performance of which requires the same level of skills.

The computer employee exemption does not include employees engaged in the manufacture or repair of computer hardware and related equipment. Employees whose work is highly dependent upon, or facilitated by, the use of computers and computer software programs (e.g., engineers, drafters, and other skilled in computer-aided design software), but who are not primarily engaged in computer systems analysis and programming or other

similarly skilled computer-related occupations identified in the primary duties test described above, are also not exempt under the computer employee exemption.

3.29.8. Deduction from Exempt Employees Pay. The Corporation reserves the right to make deductions from the pay of otherwise exempt employees under the following circumstances:

3.29.8.1 When the employee is absent from work for one (1) or more full days for personal reasons other than sickness or disability;

3.29.8.2 For absences of one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice or providing compensation for salary lost due to illness;

3.29.8.3 To offset amounts employees receive as jury or witness fees, or for military pay;

3.29.8.4 For penalties imposed in good faith for infractions of safety rules or major significance;

3.29.8.5 For unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions.

Additionally, the Corporation shall not be required to pay the full salary in the initial or terminal week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

The Corporation recognizes that with limited legally permissible exceptions, no deductions should be taken from the salaries of exempt employees. If an exempt employee believes that any improper deduction has been made from their salary, the exempt employee should report the matter immediately to the Superintendent or Business Manager. If the deduction is deemed inappropriate, the exempt employee will be promptly reimbursed for the entire amount of

the deduction and the North Putnam Community School Corporation will make a good faith commitment to avoid any recurrence of the error.

29 U.S.C. Section 201 et seq.

29 C.F.R. Part 541

**3.30 Credit Card Policy.** The Board authorized the use of credit cards for use by designated school officials and employees when funds are required to further Corporation purposes and the use of a purchase order is neither practical nor possible. The Treasurer is the custodian of the Corporation's credit cards. The Treasurer will provide a credit card to the Superintendent, Assistant Superintendent, Superintendent's Administrative Assistant, and all school principals.

3.30.1 Use of Card. Prior to using the credit card, Corporation officials or employees must submit to the Treasurer a written request which includes the nature of the items to be charged, the fund and account numbers to be charged and the date of the anticipated use.

3.30.2 Return of Card. Immediately after use, the user must return the card to the custodian.

3.30.3 Documentation. Immediately after the use of the card, the user must provide to the custodian all documentation, including but not limited to invoices and receipts, for the use. The custodian must immediately provide this documentation to the Treasurer.

3.30.4 Unauthorized Use. If the user makes unauthorized charges on the credit card account, the user is responsible for any such charges and must reimburse the Corporation within 10 days of notice from the Treasurer. The official or employee may also be subject to discipline for misuse of the credit card.

3.30.5 Late Fees and Interest. If the Corporation incurs late fees or interest charges because a user does not provide documentation of a charge in a timely manner, the user will reimburse the Corporation within 10 days of notice from the Treasurer. The user may also be

subject to discipline for failure to submit supporting documentation in a timely manner.

3.30.6 Prohibited Purposes. No Corporation credit card may be used for purposes prohibited by State law or regulations and guidelines of the State Board of Account.

3.30.7 Records. The Treasurer will maintain a record of all uses of the credit cards. At a minimum, this record will contain the name of the user, the date of use, and the purpose of the use.

3.30.8 Reporting. The Treasurer and Principals will immediately report to the Superintendent any violation of the policy. If the violator is the Superintendent, the Treasurer will report the violation to the Board President.

## Chapter 4 – Teaching Personnel

### 4.01 Employment Procedure

4.01.1 Nondiscrimination and Equal Employment Opportunity. The Corporation does not discriminate on the basis of religion, race, color, national origin, gender, disability, age, sexual preference, or immigration status in its programs and activities, including employment of teaching personnel. The Superintendent shall appoint and publicize the name of the compliance officer whose responsibility it will be to ensure that Federal and State regulations are complied with and that any inquires or complaints are dealt with promptly in accordance with law.

#### 4.01.2 Employment Qualifications of Teaching Personnel

4.01.2.1 Each teacher shall hold a valid certification from the State of Indiana for the position of employment. Verification of certification shall be provided to the superintendent prior to the issuance and approval of an employment contract. Falsification of certification will result in nonpayment or repayment of funds received.

4.01.2.2 The Superintendent, with involvement from Building Principals, will recommend employment of teaching personnel to the School Board. Recommendations will be based on the following factors:

4.01.2.2.1 Successful teaching experience and/or student teaching

4.01.2.2.2 Academic training and background

4.01.2.2.3 Evidence of professional growth

4.01.2.2.4 Cooperation with staff and administration

4.01.2.2.5 Respect for dignity and individual pupil

4.01.2.3 Limited licenses may be applied for with the Superintendent for an individual and the application process shall follow the Indiana Department of Education procedures.

Personnel with a limited license will not fill a position for more than one year unless the individual is actively pursuing a license in the limited area as required by the Professional Standards Board.

4.01.3 Expanded Criminal History Checks. The Corporation will conduct an expanded criminal history check concerning each applicant for employment with the Corporation. An expanded criminal history check must be performed prior to the start date of the applicant's employment with the Corporation.

The Corporation shall conduct an expanded criminal history check concerning all employees of the Corporation. The Corporation shall conduct an expanded criminal history check on all employees every five (5) years. An employee of the Corporation will not be subject to an expanded criminal history check more than one time during a five year period unless the Corporation has reason to believe the employee is subject to a substantiated report of child abuse or neglect or has been charged or convicted of a crime detailed in Indiana Code § 20-26-5-11(b)

An applicant or employee may be required to provide written consent for the Corporation to request an expanded criminal history check before the individual's employment with the Corporation. An applicant or employee may also be required to provide a set of fingerprints and pay a fee required for the expanded criminal history check. An applicant or employee may be required to answer questions concerning the individual's expanded criminal history check.

A person is prohibited from employment with the School Corporation if the person is convicted of an offense requiring license revocation, unless the conviction has been reversed, vacated, or set aside on appeal.

4.01.4 Expanded Child Protection Index Check. The Corporation shall conduct an expanded child protection index check concerning each applicant for employment with the Corporation. An expanded child protection index check must be performed prior to the start date of the applicant's employment with the School Corporation. The Corporation shall conduct an expanded child protection index check concerning each employee of the Corporation. An expanded child protection index check must be performed on all employees every 5 years. An employee of the Corporation will not be subject to an expanded child protection

index check more than one time during a five year period unless the Corporation has reason to believe the employee is subject to a substantiated report of child abuse or neglect or has been charged or convicted of a crime detailed in Indiana Code §20-26-5-11(b)

An applicant or employee may be required to provide written consent for the Corporation to request an expanded child protection index check before the individual's employment with the Corporation. An applicant or employee may also be required to provide a set of fingerprints and pay a fee required for the expanded child protection index check. An applicant or employee may be required to answer questions concerning the individual's expanded child protection index check.

A person is prohibited from employment with the Corporation if the person is convicted of an offense requiring license revocation, unless the conviction has been reversed, vacated, or set aside on appeal.

4.01.5 Employment of Part Time Teaching Personnel. The Corporation may employ teaching personnel on a part-time basis with a salary and fringe benefits as provided in compliance with the provisions of the Professional Contract.

4.01.6 Assignment of Teaching Personnel. The Superintendent, after consultation by the Building Principal, will assign teaching personnel to a position.

4.01.7. Contracts with Full Time Teaching Personnel. A contract with a teacher and the Corporation must be in writing, signed by both parties and contain the following terms:

4.01.7.1 the beginning date of the school term

4.01.7.2 the number of days in the school term as determined annually by the school corporation;

4.01.7.3 the total salary to be paid to the teacher during the school year;

4.01.7.5 the number of salary payments to be made to the teacher during the school year; and

4.01.7.6 the manner of salary payment

4.01.7.7 the number of hours per day the teacher is expected to work, as discussed pursuant to [IC 20-29-6-7](#).

4.01.7.8 The contract may provide for the annual determination of the teacher's annual compensation based on a local compensation plan specifying a salary range, which is part of the contract. The compensation plan may be changed by the school corporation before May 1 of a year, with the changes effective the next school year, or the date specified in a collective bargaining agreement applicable to the next school year, whichever is later. A teacher affected by the changes shall be furnished with printed copies of the changed compensation plan not later than 30 days after the adoption of the compensation plan.

4.01.7.9 A School Board shall provide the blank uniform teacher contract form, carefully worded by the state superintendent, and have them signed. The contracts are public records open to inspection by the residents of the Corporation.

4.01.8 Contracts with Temporary Teachers. A temporary teacher's contract shall be used only for employing a teacher to serve in the absence of a teacher who has been granted a leave of absence by the school corporation for:

4.01.8.1. engaging in defense service or in service auxiliary to defense service;

4.01.8.2 professional study or advancement;

4.01.8.3 exchange teaching;

4.01.8.4 extended disability to which a licensed physician has attested; or

4.01.8.5 serving in the general assembly; or  
a new teacher for a position that is funded by a grant outside the school funding formula for which funding is available only for a specified period or purpose or vacated

by a teacher who is under a regular contract and who temporarily accepts a teacher position that is funded by a grant outside the school funding formula for which funding is available only for a specified period or purpose.

4.01.8.6 The temporary teacher's contract must contain the provisions of the regular teacher's contract except those providing for continued tenure of position, a blank space for the name of the teacher granted the leave, which may not be used on another temporary teacher's contract for the same leave of absence and an expiration date that is the date of the return of the teacher on leave and is not later than the end of the school year.

4.01.8.7 If a teacher is employed on the temporary teacher's contract for at least 60 days in a school year, the teacher may, on request, receive the service credit that the teacher would otherwise receive with regard to the Indiana state teachers' retirement fund.

4.01.9 Supplement Service Teachers Contract. An individual with a substitute teacher's license and provides instructions in a joint summer school program must execute a contract when the individual provides professional services in evening school or summer school employment, unless employed to supervise or conduct noncredit courses or activities. The salary of a teacher on a supplemental service contract shall be determined by the superintendent. The superintendent may, but is not required to, base the salary on the regular compensation plan for the school corporation.

4.01.10. Physician's Release. Any teacher who is absent from work in excess of five (5) consecutive working days because of illness or injury must obtain a physician's release before returning to work. The physician's determination that the teacher is able to return to work shall be determinative of the issue.

The teacher shall, upon request of the administration, provide to the Superintendent, verification of illness. Such verification shall be by a physician selected by the Superintendent. Costs for such examination shall be borne by the Board.

4.01.10.1 The teacher will comply by making an appointment within one (1) week.

4.01.10.2 The physician's opinion will determine if such leave is granted.

4.01.10.3 Refusal by the teacher to comply with the request of the Superintendent for verification of any future request will result in denial of such leave.

#### 4.01.11 Substitute Teachers Policy.

4.01.11.1 The Division of Teacher Licensing of the Indiana Professional Standards Board issues Substitute Certificates upon the condition that the candidate is recommended by the superintendent of a school district. North Putnam Community School Teacher Certificates regardless of issuance date; however, any license recommended by the Superintendent after August 1, 1996 must comply with the criteria contained herein.

4.01.11.2 The minimum education requirements necessary to receive a recommendation for a Substitute Teacher Certificate shall be fifteen (15) college hours. The minimum requirement of fifteen (15) college credit hours will be waived if the candidate processes two or more years of verifiable successful service in a position that pertains to the education and/or caring of children (i.e. instructional assistant, lay academic coach, lay athletic coach, child care worker, etc.).

4.01.11.3 Education beyond the minimum required college hours is desirable. A prospective substitute teacher should also have previous experiences of instructing and/or supervising children. Examples of these experiences are day care work, student or cadet teaching, camp work, life guarding, private or public school work, and church youth work.

4.01.11.4 Each prospective substitute teacher will be required to give both personal and previous employer references, especially those for previous education related experiences. The references may be checked and, in addition, the school corporation may conduct a criminal background check.

4.01.11.5 Each applicant will be required to complete a SUBSTITUTE TEACHER APPLICATION FORM and an APPLICATION FOR INDIANA SUBSTITUTE TEACHING CERTIFICATE. Reference and/or background checks may be conducted prior to the superintendent recommending the applicant for a Substitute Teacher Certificate and/or acceptance of a certificate currently held by the applicant.

4.01.11.6 Each properly licensed or certified substitute will be required to meet with the principal (or designee) prior to working as a substitute teacher in a particular building. The principal (or designee) will provide information about the following: lesson plans, textbooks and other teacher materials, student rosters and seating charts, building maps, lunch procedures, safety, student handbooks, support resources, and any forms that need to be completed.

4.01.11.7 The principal (or designee) will visit the substitute teacher's teaching area during the first substitute teaching assignment in that building. The principal (or designee) will immediately share concerns or problems with the substitute. The principal (or designee) will immediately inform the superintendent (or designee) of any substitute that should not be used again.

4.01.11.8 Periodically the administrators will review the list of substitute teachers for assessment purposes.

4.01.11.9 The rate of pay for substitute teachers will be determined by the School Board upon recommendation by the Superintendent.

## **4.02 Conduct of Teaching Personnel**

4.02.1 Professional Conduct of Teaching Personnel. Each teacher of the School must conduct himself/herself in a professional manner that reflect professionalism and a positive image of the School Corporation and the community.

4.02.2 Outside Employment. No teacher shall spend contractual time doing work for any outside employment. Advertising, sales, and/or solicitation is not permitted on Corporation property unless otherwise

authorized in writing by the Superintendent. Teachers may not indicate that any individual business is sponsored by the Corporation.

4.02.3 Student Teachers. No teacher may have more than one student teacher per school year unless otherwise approved by the Superintendent.

#### **4.03 Salary, Benefits, and Available Insurance of Teaching Personnel**

4.03.1 Salary Schedule Classification for Teaching Personnel. Salary shall be paid in accordance with the collectively bargained and approved schedule.

4.03.2 Increase in Salary.

##### 4.03.2.1 Classification

4.03.2.1.1 The Superintendent of Schools will evaluate the training and experience of all applicants for positions and of teachers as they increase their training.

4.03.2.1.2 Training will be established by an official transcript furnished by the teacher to the Superintendent and kept by the Superintendent as long as the teacher is under contract. The official transcript shall be on file in the Superintendent's Office.

4.03.2.1.3 Experience shall be recognized as follows:

4.03.2.1.3.1 Service equivalent to 59 days or less during a regular school term will result in zero years' experience.

4.03.2.1.3.2 Service equivalent to 60 days or more, but less than 120 days during a regular school term will result in one half years' experience.

4.03.2.1.3.3. Service equivalent to 120 days or more during a regular school term will result in one (1) full year experience.

4.03.2.1.3.4 One half year increments will not be recognized on the salary schedule.

4.03.2.1.4. One hundred percent (100%) credit may be granted for teaching experience outside the North Putnam Community School Corporation. Full credit will be given for military service in accordance with State regulations.

4.03.3 Tax Sheltered Annuities. Upon a teacher's written request, the School Board will withhold the requested amount of money from the salary of the teacher and pay the amounts to an insurance company or other agency or organization in Indiana that provides, extends, supervises, or pays for insurance or other protection and/or the establishment of or payment on an annuity account. If a dividend accrues on a policy, the dividend shall be paid or credited to the teacher. If less than 20% of the teachers of the School requires payment of the amounts described above to a single recipient, withholding the amounts of money for insurance, dues, or other purposes is discretionary with the School Board. Ind. Code 20-28-9-18.

4.03.4 Insurance.

4.03.4.1 Medical Insurance. Each full-time teacher may receive a single coverage premium on a group hospitalization insurance policy officially adopted by the North Putman Community School Corporation. The Board's contribution to the group hospitalization insurance policy shall be fixed by the Professional Contract. The premium amount may not be received in lieu of not enrolling in the group hospitalization.

4.03.4.2 Term Life Insurance. A term life insurance policy will be provided to each teacher who elects to participate. The insurance benefit will become effective on the first day of the teacher eligibility to participate, as per the corporation's insurance contract. The face value of the term life insurance policy, as well as the Board's contribution to the premium, shall be fixed by the Professional Contract.

4.03.4.3 Income Protection Insurance. A teacher may elect to participate in the Corporation's income protection plan. This insurance benefit will become effective on the first day of the

teacher's eligibility to participate, as per the corporation's insurance contract. The Board's contribution towards the cost of the premium shall be fixed by the Professional Contract.

#### **4.04 Evaluation of Teaching Personnel**

4.04.1 Evaluation of Teaching Personnel. The Corporation has developed a written plan for the annual performance evaluations for each certified employee. This plan must be presented to the School Board at a public meeting before evaluation are conducted. Before explaining the plan to the School Board, the Superintendent will discuss the plan with the teachers or the teacher's representative.

4.04.2 Post-Evaluation Procedure. Following the evaluation, the evaluator shall discuss the evaluation with the employee and a copy of the completed evaluation must be provided to the employee within seven days. If an employee receives a rating of "ineffective" or "improvement necessary," the evaluator and the employee shall develop a remediation plan of not more than ninety (90) school days in length to correct the deficiencies noted in the employee's evaluation. The remediation plan must require the use of the certificated employee's license renewal credits in professional development activities intended to help the certificated employee achieve an effective rating on the next performance evaluation. A teacher who receives a rating of "ineffective" may file a request for a private conference with the Superintendent or the Superintendent's designee not later than five days after receiving notice that the teacher received a rating of ineffective. The teacher is entitled to a private conference with the Superintendent or Superintendent's designee.

#### **4.05 Absences and Leaves of Teaching Personnel**

4.05.1 Absences and tardiness of teaching personnel. Teaching personnel shall not leave the school building during the hours when school is in session without first making arrangements for the absence with the principal or designee. Arrival and dismissal time of teaching personnel will be determined by the principal with the approval of the Superintendent within the purview of the Professional Contract. All absences of teaching personnel, regardless of cause, shall be reported to the Superintendent's Office to be recorded in the manner prescribed by Indiana Code or Agency Regulations

4.05.2 Leaves approved by Corporation. The Corporation may grant a teacher a leave of absence not to exceed one year for a sabbatical, disability leave, or sick leave. The Corporation may grant partial compensation during a granted leave.

4.05.3 Leave for pregnancy. A teacher who is pregnant may continue in active employment as late into pregnancy as the teacher wishes, if the teacher can fulfill the requirements of the teacher's position. If the pregnancy causes temporary disability, the teacher will be granted a leave of absence any time between the commencement of the teacher's pregnancy and one year following the birth of the child, if the teacher notifies the superintendent at least 30 days before the date on which the teacher wishes to start the leave. The teacher shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying the teacher's pregnancy or a copy of the birth certificate of the newborn. If a medical emergency is caused by pregnancy, the teacher shall be granted a leave immediately on the teacher's request and the certification of the emergency from an attending physician.

All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at the teacher's discretion, to the teacher's available sick days. However, the teacher is not entitled to take accumulated sick days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

4.05.4 Family & Medical Leaves of Absence ("FMLA"). In accordance with Federal law, the School Board shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible professional staff members for the birth of a child and/or the care of a newborn child within one (1) year of the child's birth, the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival, the staff member is needed to care for a spouse, son, daughter, or parent if such individual has a serious health condition, or the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

#### 4.05.4.1 Employee Entitlement to Service Member

4.05.4.1.1 Leave Entitlement. Service member FMLA provides eligible employees unpaid leave for one, or for a combination of the following reasons:

4.05.4.1.1.1 A “qualifying exigency” arising out of a covered family member’s (spouse, son, daughter, parent, step child, grandchild or in-laws) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation (maximum fifteen (15) calendar days); 7) post-deployment activities; and 8) caring for a military member’s parent who is incapable of self-care when the care is necessitated by the member’s covered active duty; 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

4.05.4.1.1.2 To care for a covered family member, including next of kin as provided the statute, who has incurred an injury or an illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member’s office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment,

recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of fifty percent (50%) or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Programs of Comprehensive Assistance for Family Care Givers.

4.05.4.1.2 Duration of Service Member. When leave is due to a "qualifying exigency," An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.

When leave is to care for an injured or ill service member; An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This is a one-time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

Service Member FMLA runs concurrent with the other leave entitlements provided under Federal, State, and local law.

4.05.4.2 Professional Staff Eligibility. Professional staff members are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. All full-time

professional staff members are presumed to meet the 1,250 hour requirement if they were employed by the Corporation in this capacity for the preceding twelve (12) months. Months and hours that reservists or National Guard members would have worked if they had not been called up for military service count towards the staff member's eligibility for FMLA leave/Service Member Family Leave. Employment service time may be aggregated when the break in employment service is less than seven (7) years, is for fulfillment of military obligations, or if the employee is subject to recall under a written agreement (NOTE: this includes a collective bargaining agreement). All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Twelve (12) Month period is defined as the calendar year.

For Service member Family Leave, the use of the twenty-six (26) weeks will be measured forward from the first date on which the employee takes leave.

4.05.4.3 Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves;

4.05.4.3.1 Inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or,

4.05.4.3.2 Continuing treatment by a healthcare provider, including:

A period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves either in-person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity, absent extenuating circumstances beyond the employee's control, or in-person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of

continuing treatment under the supervision of a healthcare provider;

The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.

Any incapacity due to pregnancy or for prenatal care;

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;

Any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Conditions for which cosmetic treatment are administered are not “serious health conditions: unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

4.05.4.4 Intermittent and Reduced Schedule Leave. The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced schedule for the birth, adoption, or foster care placement of a child. A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition. Service Member Family Leave may also be

taken on an intermittent or reduced-leave schedule when medically necessary. The taking of such leave results in the total reduction of the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken.

If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment or the staff member is taking Service Member Family Leave, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties. Instructional staff members (i.e. individuals whose principle function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule because of reasons (C-1) or (D-1) above and pursuant to Service Member Family Leave and the leave would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to:

4.05.4.4.1. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

4.05.4.4.2 Transfer temporarily to an available alternative position offered by the Superintendent for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

4.05.4.5 Staff Member Notice Requirement. Whenever the leave is foreseeable, the staff member shall provide the Superintendent with thirty (30) days' notice. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment or taking leave pursuant to Service Member Family Leave, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the Corporation, subject to the approval of the healthcare provider.

4.05.4.6 Substitution of Paid Leave. The Board shall require the staff member to substitute (i.e. run concurrently) any of his/her earned or accrued paid leave (e.g. sick leave, personal leave, vacation leave) (per the applicable collective bargaining agreement) for unpaid FMLA leave (see A-1, B-1, and A-2).

The Board shall require the staff member to substitute any of his/her earned accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for either reason (C-1) or (D-1) on page one and B-2 on page two.

The Board shall require the staff member to substitute any of his/her earned or accrued paid vacation, personal leave, family leave or sick leave (per the applicable collective bargaining agreement) for unpaid Service Member Family Leave.

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) week period of FMLA leave or twenty-six (26) week period of Service Member Family Leave, the additional weeks of leave to obtain the twelve (12) weeks of FMLA leave or twenty-six (26) weeks of Service Member Family Leave, the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave in substitution for unpaid FMLA leave/Service Member Family Leave, such leave counts toward the twelve (12) week/twenty-six (26) week maximum leave allowance provided by this policy.

4.05.4.7 Corporation Notice Requirement. The Superintendent will notify the staff member when the Corporation intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing and should be given within five (5) business days of request. When verbal notice is given, it will be followed by written notice within five (5) business days. In the case of intermittent or reduced scheduled leave, only one (1) such notice

is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for the staff member's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will notify the staff member within five (5) business days that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement. The notification will indicate whether the employee is required to provide a fitness-for-duty certification to return to work.

4.05.4.8 Limits. In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child. Additionally, the aggregate number of work weeks of leave to which both the husband and wife may be entitled pursuant to this policy is limited to twenty-six (26) work weeks during the single twelve (12) month period provided for in the Service Member Family Leave provision if the leave is taken pursuant to Service Member Family Leave or a combination of general FMLA leave and Service Member Family Leave.

4.05.4.9 Certification. When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition, or Service Member Family Leave is taken, the staff member must provide medical certification from the healthcare provider of the eligible staff member, his/her immediate family member, or the next of kin of the individual. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed. The staff member may either:

4.05.4.9.1 Submit the medical certification to the Superintendent; or

4.05.4.9.2 Direct the healthcare provider to transfer the medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with the HIPAA-compliant authorization.

Staff members are not eligible for leave pursuant to this policy if they work elsewhere during leave pursuant to this policy.

In the event the staff member fails to provide medical certification, any leave taken by the employee is not FMLA leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days' notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The Corporation shall be responsible for maintaining a record of those communications.

The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent or direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the staff member is not FMLA leave.

A staff member who takes leave for reason (D-1) on page one, prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work

A staff member seeking to take leave pursuant to reason (A-2 or B-2) above must submit, in a timely manner to the Superintendent, an appropriate certification as described by Federal regulations.

4.05.4.10 Return from Leave. Upon return from any FMLA leave, the Board will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay her/his share during the leave.

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to minimize disruption to the students' program.

The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.

If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition that entitles the staff member to leave pursuant to reasons (C-1) or (D-1) above or Service Member Family Leave, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall prepare any guidelines that are appropriate for this policy and ensure that the policy is posted properly.

In any area where discretion is allowed in the implementation of this policy or its guidelines for implementation, such discretion shall be exercised in a non-discriminatory manner. Similarly situated persons shall be treated similarly.

The Superintendent shall provide a copy of the policy to all staff members, and retain a record of how and when the policy was distributed. A notice of Rights and Obligations shall also be provided each time an employee requests FMLA leave or the Corporation has sufficient information to believe that the employee may qualify for FMLA leave.

The approval, denial and administration of leave under this policy will be governed by the Family Medical Leave Act of 1993, as amended, and its published regulations, as applied and interpreted by the Superintendent.

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

P.L. 110-181, Sec. 585 – National Defense Authorization Act (January 28, 2008)

P.L. 111-84, Sec. 565 – National Defense Authorization Act (October 28, 2009)

#### **4.06 Teacher Activities and Extracurricular Activities**

4.06.1 Professional conferences or workshops. An employee interested in attending a professional conference, seminar, or workshop, must submit a request for leave with the Building Principal at least ten (10) business days in advance. If recommended by the principal, a request for permission to attend a professional meeting in which the required reimbursement is two hundred dollars (\$200.00) or less, shall be made on the appropriate form, and filed with the Superintendent of Schools no less than ten (10) school days prior to the date of the professional meeting. If recommended by the principal and Superintendent, a request for permission to attend a professional meeting in which the required reimbursement is more than two hundred dollars (\$200.00), shall be made on the appropriate form, and approved by the Board of School Trustees prior to the date of the professional meeting. A written report shall be filed with both, the Superintendent of Schools and the building principal by the staff member attending such meeting on the activities of the conference with recommendations, if any, for use in

our school district. This report shall be filed within one week from the end of the conference. Reimbursement shall not be made until such reports are filed.

**OR:**

### **Professional Leave Requests**

Requests for Professional Leave must be submitted, in advance, to the Central Office. Once approval has been received, the individual should complete the registration requirements.

When the Corporation sends a “team” of people to a conference or workshop, efforts will be made to coordinate the registration for the conference individual registration costs exceeding \$100.00 may be paid in advance from the Central Office when arrangements have been made by the building principal and Central Office.

When the individual registration cost is \$100.00 or less, the individual is responsible for making payment. After attending the workshop or conference, a receipt for the registration costs and other expenditures, should be attached to a completed corporation claim form for reimbursement from the corporation. (Mileage reimbursement must be placed on the mileage claim form.) *Claims will not be processed until all requested items are submitted: claim form with receipts, mileage claim form, and summary report. All items are to be submitted together.*

Attendance to a conference or workshop where the *total* costs expected to be reimbursed exceeds \$200.00, must have prior approval from the school board.

West Central Indiana Education Service Center (WCIESC) does allow the corporation to charge registration costs to their sponsored workshops. This method of payment should be done only in an emergency and with prior approval of Central Office. Invoices received from WCIESC for unauthorized charges will be forwarded to the appropriate building for payment.

Attendance at conferences or workshops where payment is made for funds other than the General Fund (i.e. Title 1, Title VI, Drug Ed., etc.) should follow the above procedures plus the following:

4.06.1.1. A completed requisition form must be submitted along with the Professional Leave Form. All information should be completed as with any other requisition, including the Account Number.

4.06.1.2. A purchase order will be issued. Following the attendance to the conference, the blue copy of the purchase order should be signed by the building principal and returned to the Central Office along with the individual's Corporation's claim form.

Approval must be given from and the appropriate forms must be on file in the Central Office prior to the attendance at the workshop or conference. Incomplete information will be returned to the building principal without approval.

All materials supplied by the sponsor of the workshop as part of the registration costs, become the property of the North Putnam Community School Corporation.

Building principals are expected to use extreme discretion in granting approval for attendance at workshops and conferences. Funding for professional development activities will be concentrated through the Strategic Plan of the Corporation. Submission of "Planning Grants" for professional development activities and incorporating new ideas in the classroom will be the focus of professional development.

A written report shall be filed with the Superintendent of Schools by the staff member attending such meeting on the activities of the conference with recommendations, if any, for use in our school district. This report shall be filed within one week from the end of the conference.

## PROFESSIONAL LEAVE

### FINANCIAL GUIDELINES FOR REIMBURSEMENT

**Registration:** As advertised

#### **Travel:**

**Mileage:** IRS Mileage Rate as of July 1 of each year

**Parking:** Amount Paid with Receipt

**Other:** As Approved prior to Costs being incurred

#### **Meals:\***

##### **Not to Exceed:**

Breakfast \$10.00

Lunch \$12.00

Dinner \$20.00

#### **Lodging:**

When necessary, not to exceed the amount as advertised for the Conference Hotel. Lodging will not be approved for locations within fifty (50) miles of North Putnam.

***Professional Leave requests where the total amount to be reimbursed Exceeds \$200.00, must have Board approval***

**\*Expenses incurred for alcoholic beverages cannot and will not be reimbursed. Sales tax and tips applied to meals are also not reimbursable.**

4.06.2 Publication of articles. Teachers shall be encouraged to contribute to professional journals and educational publications as long as such activity does not interfere with the teacher's effectiveness in his/her job responsibilities. If, within the manuscript, mention is made of any phase of the North Putnam Community School Corporation curriculum, methods, organizational plan, buildings and/or facilities, approval shall be obtained from the Superintendent of Schools prior to submission of the article to the publisher. This shall be interpreted to include photographs, publications, guides, and Corporation authored audio-visual or other communicative materials. Any programs

developed through use of any of the elements listed above that have commercial application must have written approval of the Board of School Trustees before marketing can take place.

4.06.3 Supervision after school hours--children of staff members and/or individuals in charge of non-school sponsored groups in buildings and on grounds after school hours. School employees and individuals in charge of non-school sponsored groups who are using school facilities from time-to-time may allow their children to remain in the school buildings or school grounds in order to wait for a ride home with their parents. The Board of School Trustees provides the following guidelines which shall apply to all administrators, certified staff, support staff, coaches, lay coaches, sponsors, lay sponsors (referred to hereafter as "School Person"), and those individuals in charge of non-school sponsored groups who are using school facilities who choose to have their children wait for them:

4.06.3.1. No child shall be allowed by a School Person or individual in charge of non-school sponsored groups who are using school facilities to enter upon school grounds or a school event, after school hours, without direct supervision at all times. If that School Person has supervisory responsibilities that conflict with or impede such supervision of a child, then the presence of that child on school property shall be prohibited.

4.06.3.2 No child shall be in any area that contains confidential information or in any area where confidential information is being discussed.

4.06.3.3 No child shall be located in any private office unless they are directly supervised by their parent.

4.06.3.4 No child shall be allowed access to a computer assigned to a staff member or to any other computer in the building unless direct supervision is provided during the time the computer is being used.

4.06.3.5 Should the school building have an area set aside for said children that is where they shall be located. Supervision of this area shall be on a volunteer basis, arranged by the principal or his/her designee. The School Person and/or the person in charge of non-school sponsored activities who are using school

facilities, permitting the presence of their child on school property, shall be strictly liable for the actions of that child, and by authorizing such child upon school property accepts such liability in full, and agrees to hold the North Putnam Community Corporation, its officers, directors, employees, agents and assigns, harmless from all damages or costs incurred by or due to the presence of that child on school property or at a school event, including attorney fees and costs.

4.06.4 This policy shall be distributed and discussed in the following ways:

By Central Office:

4.06.4.1 To all newly hired staff members during their employment orientation.

4.06.4.2 It shall also become a part of any and all staff handbooks developed and distributed by the central office.

By Building Principals:

4.06.4.3 To all building employees before beginning their employment and each year thereafter at teacher/staff orientation programs

4.06.4.4 It shall also become a part of any and all staff handbooks developed and distributed by building level administration.

4.06.4.5 It shall become a part of any and all facility use agreements issued by the building principals to any and all non-school sponsored groups using the school's buildings or grounds.

By Athletic Directors:

4.06.4.6 To all lay coaches upon their hiring and each year thereafter.

4.06.4.7 It shall become a part of any and all coaching handbooks developed and distributed by athletic directors.

4.06.5 In addition, building level administrators (including athletic directors) are to see that the following steps are taken by teachers, coaches, and support staff personnel:

4.05.5.1 Employees are to lock their rooms and/or offices upon leaving for the day.

4.05.5.2 Locker rooms are to be locked after all students, teachers, teams, and coaches have left the rooms for class, practice, and/or at the end of the day.

4.06.6 School employees who allow their children to remain in the school buildings or school grounds after school hours who fail to follow the directions of building level administrators in the supervision of their children are to be disciplined by the building level administrators in the following manner:

4.06.6.1 First Violation: Verbal Warning

4.06.6.2 Second Violation: Written Reprimand

4.06.6.3 Third Violation: Suspension with pay

4.06.6.4 Fourth Violation: Suspension without pay

4.06.6.5 Fifth Violation: Recommendation of termination forwarded to the Superintendent.

4.06.7 Individuals in charge of non-school sponsored groups using school facilities who fail to follow the directions of building level administrators in the supervision of the children within their groups are to be disciplined by the building level administrators in the following manner:

4.06.7.1 First Violation: Verbal Warning

4.06.7.2 Second Violation: Written Reprimand

4.06.7.3 Third Violation: Withdrawal of the Use of Facility Permission.

## **4.07 Cancellation and Discontinuance of Teacher Contract**

4.07.1 Grounds for contract cancellation or discontinuance. A teacher contract may be canceled immediate for immorality, insubordination, incompetence, neglect of duty, a conviction of an offense listed in Indiana Code 20-28-5-8(c) and other good cause. The cancellation of teacher's contracts due to a justifiable decrease in the number of teaching positions shall be determined on the basis of performance rather than seniority.

4.07.2 Procedure for Cancelling Teachers Contract. The Building Principal or Superintendent must notify the teacher of the preliminary decision to cancel the teacher contract. Notification must be made in writing and either delivered to the teacher in person or mail by registered or certified mail to the teachers last known address, and must include a statement of the reasons for the decision.

For a cancellation of a teacher's contract for a reason other than a reduction in force, the notice must inform the teacher that, not later than five days after the teacher's receipt of the notice, the teacher may request a private conference with the Superintendent. The Superintendent must set the requested meeting not later than ten days after the request. After the conference between the Superintendent and the teacher, the Superintendent must make a written recommendation to the School Board regarding the cancellation of the teacher's contract.

If the teacher does not request a conference, the Building Principal's or Superintendent's preliminary decision is considered final. If a probationary, professional, or established teacher files a request with the School Board for an additional private conference not later than five days after the initial private conference with the Superintendent, the teacher is entitled to an additional private conference with the School Board before the School Board makes a final decision. The final decision must be in writing and must be made not more than 30 days after the School board receives the teacher's request for the additional private conference. At the private conference the School Board shall allow the teacher to present evidence to refute the reason or reasons for contract cancellation and supporting evidence provided by the Corporation and consider whether a preponderance of the evidence supports the cancellation of the teacher's contract. Any evidence presented at the private conference

must have been exchanged by the parties at least seven days before the private conference.

At the first public meeting following the appropriately requested private conferences, the School Board may cancel a contract with a teacher by a majority vote.

4.07.3 Resignation by Teacher Personnel. A permanent or semi-permanent teacher may not cancel a valid teaching contract during the school term of the contract or within thirty (30) days before the first day of the school term unless the resignation is mutually agreed upon. At any other time of the year the teacher must give a minimum of five (5) days' notice of intent to cancel the contract.

Resignation shall be in writing and shall include name, signature, position, and the effective date of the resignation. Written resignations shall be received by the Superintendent except in the case of the Superintendent, whose written resignation shall be received by the President of the Board of School Trustees. When the Superintendent has received a resignation, he/she shall so inform the Board of School Trustees. The Board of School Trustees shall act upon the written resignation at a meeting open to the public.

The Superintendent shall notify the employee of the action taken by the Board of School Trustees. In the case of the Superintendent's resignation, the Secretary of the Board of School Trustees shall make the notification.

## Chapter 5 – Support Staff

### 5.01 Support Staff

#### 5.01.1 Procedure for Employment of Support Staff

5.01.1.1 Selection of Support Staff. The Building Principals and supervisors shall screen candidates having filed application for support staff vacancies and also make recommendations for employment to the Superintendent. Screening of prospective employees may include oral and written inquiries, recommendations from past employers, and a careful analysis of qualifications required for the work to be performed. The Superintendent shall recommend employment of support staff to the School Board.

5.01.1.2 Nondiscrimination and Equal Employment Opportunity. The Corporation does not discriminate on the basis of religion, race, color, national origin, gender, disability, age, sexual preference, or immigration status in its programs and activities, including employment of teaching personnel. The Superintendent shall appoint and publicize the name of the compliance officer who will ensure that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law.

5.01.1.3 Employment Qualifications. Each applicant must have earned a high school diploma or its equivalent. Where applicable, applicants must be eligible or hold a valid license or certification prior to being officially employed.

5.01.1.4 Expanded Criminal History Checks. The Corporation will conduct an expanded criminal history check concerning each applicant for employment with the Corporation. An expanded criminal history check must be performed within 30 days after the start date of the applicant's employment with the Corporation.

The Corporation shall conduct an expanded criminal history check concerning all employees of the Corporation. The Corporation shall conduct an expanded criminal history check

on all employees every five (5) years. An employee of the Corporation will not be subject to an expanded criminal history check more than one time during a five year period unless the Corporation has reason to believe the employee is subject to a substantiated report of child abuse or neglect or has been charged or convicted of a crime detailed in Indiana Code § 20-26-5-11(b)

An applicant or employee may be required to provide written consent for the Corporation to request an expanded criminal history check before the individual's employment with the Corporation. An applicant or employee may also be required to provide a set of fingerprints and pay a fee required for the expanded criminal history check. An applicant or employee may be required to answer questions concerning the individual's expanded criminal history check.

A person is prohibited from employment with the School Corporation if the person is convicted of an offense requiring license revocation, unless the conviction has been reversed, vacated, or set aside on appeal.

5.01.1.5 Expanded Child Protection Index Check. The Corporation shall conduct an expanded child protection index check concerning each applicant for employment with the Corporation. An expanded child protection index check must be performed within 60 days after the start date of the applicant's employment with the School Corporation.

The Corporation shall conduct an expanded child protection index check concerning each employee of the Corporation. An expanded child protection index check must be performed on all employees every 5 years. An employee of the Corporation will not be subject to an expanded child protection index check more than one time during a five year period unless the Corporation has reason to believe the employee is subject to a substantiated report of child abuse or neglect or has been charged or convicted of a crime detailed in Indiana Code § 20-26-5-11(b).

An applicant or employee may be required to provide written consent for the Corporation to request an expanded child protection index check before the individual's employment with

the Corporation. An applicant or employee may also be required to provide a set of fingerprints and pay a fee required for the expended child protection index check. An applicant or employee may be required to answer questions concerning the individual's expanded child protection index check.

A person is prohibited from employment with the Corporation if the person is convicted of an offense requiring license revocation, unless the conviction has been reversed, vacated, or set aside on appeal.

5.01.1.6 Assignment and Classification of Support Staff. The Superintendent shall determine, after consultation from the Building Principal, the appropriate position and job classification of the support staff. Transfers may be made at the request of the employee or upon initiative of the Superintendent for any reason.

5.01.1.7 Probationary Period. All support staff shall serve a 90 day probationary period.

## **5.02 Responsibilities and Duties of Support Staff.**

5.02.1. Standard of Conduct. Support staff must represent themselves, the Corporation, and the community with dignity and honor and perform all tasked required of the position. The Superintendent will define and provide the structure, guidance and duties to be performed by the support staff.

5.02.2 Maintenance Staff. The maintenance supervisor shall be responsible for planning and presenting in-service programs for maintenance and custodial staffs. The maintenance supervisor shall also be responsible for supervising the maintenance and custodial staff. The Superintendent, Principals, and Maintenance Supervisor shall cooperate in arranging the work schedule and work detail of the custodial staff. The Principal shall be in direct charge of the custodians in the building during the school year. The Superintendent shall have charge during the summer months or other times the principal is not on duty.

5.02.3 Executive Assistant to Superintendent. The Executive Assistant to the Superintendent will be employed to facilitate the operation of

the Administration Office. Responsibilities and duties shall be defined by the Superintendent. The Executive Assistant shall report to the Superintendent.

5.02.4 Secretaries, Extra-Curricular Treasurers, and Instructional Assistants. Secretaries, extra-curricular treasurers, and instructional assistants will be employed to support and facilitate the educational program in each building. Duties and responsibilities shall be determined by the building principal in cooperation with the Superintendent.

5.02.5 Food Service Personnel. Food Service Personnel shall be employed to provide a quality lunch program. Duties & responsibilities shall be determined by the Food Service Supervisor in cooperation with the Superintendent.

5.02.5.1 Food Service Supervisor. The Food Service Supervisor shall be responsible for directing the Corporation's school lunch program. The Supervisor shall supervise the cafeteria managers in conjunction with the building principal and shall report the Superintendent.

5.02.5.2 Cafeteria Manager. A Cafeteria Manager will be appointed for each building cafeteria program by the Superintendent upon the recommendation of the Food Service Supervisor and the building principal. The Cafeteria Managers shall be responsible for the operation and general supervision of the cooks within the school cafeteria and reports to the Food Service Supervisor and the building principal.

5.02.5.3 Cooks and Cafeteria Helpers. Cooks and cafeteria helpers shall be employed by the Superintendent upon recommendation of the Food Service Supervisor and building principal. Cooks and cafeteria helpers shall report directly to the Cafeteria Manager.

5.02.6 Health Services Personnel – Nurse. A nurse shall be employed to provide service and technical expertise to perform health services according to school policies. The Nurse shall serve in various schools assigned by the Superintendent. The Nurse shall perform duties as required by the job description. The Nurse shall report to the Superintendent and building principals.

### **5.03 Support Staff Termination of Employment.**

5.03.1 Presumption of “At Will” employment. All support staff employees, except those with written employment contracts, are “at will” employees. Their employment can be terminated with or without cause at any time. No representative of the Corporation has any authority to enter into any agreement for employment for any specified period of time with a support staff employee.

5.03.2 Suspension and Termination. The Superintendent may suspend, with or without pay, or dismiss support staff employees, subject to the final approval of the Board of Trustees. The Superintendent will observe minimal “due process” procedure to insure fairness. The employee may request, within five (5) days of termination, a conference in executive session with the Board of School Trustees.

5.03.3 Resignation of Support Staff. Whenever possible, a written resignation shall be submitted at least two (2) weeks prior to the termination of employment, and shall include name, signature, position, and the effective date of the resignation. Resignations shall be received by the Superintendent. When the Superintendent has received a resignation, he/she shall so inform the Board of School Trustees. The Board shall act on the resignation at a meeting open to the public. The Superintendent shall notify the employee of the action taken by the Board of School Trustees.

## Chapter 6 – Students

**6.01 Admission.** Admission to the Corporation is open to any resident student who meets the requirements of entrance.

6.01.1 Entrance Requirements. A child shall be at least five years of age on August 1<sup>st</sup> of the school year to officially enroll in the Corporation’s kindergarten program.

6.01.2 Appeal. A parent of a student who does not meet the minimum age requirement for enrollment may appeal to the Superintendent. An appeal must:

6.01.2.1.1 File an “Appeal For Early Kindergarten Entrance” form provided by the Corporation. This form must state the reasons why the parent(s) believe early admission is in the best educational interest of the child. In order to be considered for early entrance, the child’s date of birth shall fall within 30 day of August 1<sup>st</sup> of that school year.

6.01.2.1.2 Upon receipt of the Appeal For Early Kindergarten Entrance form, the Superintendent will arrange an interview with the parent(s) or guardian, the child, or other school personnel deemed appropriate.

6.01.2.1.3 During the interview, School personnel shall determine whether it is in the best interest of the child to be granted early kindergarten entrance based on the child’s intelligence, social and emotional maturity, independence, intellectual curiosity, and ability to communicate effectively.

6.01.2.1.4 After a determination by School personnel as to whether the child should be granted early kindergarten entrance, the Superintendent shall notify the parent(s) or guardian of the Corporation’s decision within 10 business days. This determination is final and may not be appealed.

6.01.3 Legal Settlement or Transfer. If a student is less than 18 years old or is at least 18 years old but is not emancipated, legal settlement of the student is in the attendance area of the school corporation where the student parents reside. When determining legal settlement, the Corporation shall refer to and directly follow the rules proscribed by Indiana Code § 20-26-11. Under the Corporation’s Open Enrollment Policy, students without legal settlement may be eligible to enroll without the payment of tuition if they enroll on or before the date(s)

required by the Policy or with the payment of tuition at other times, so long as the student meets the other conditions for enrollment.

6.01.3.1 In-Semester Move. If a student's legal settlement is changed after the student has begun attending school in the Corporation, the effective date of change may, at the election of the parent or emancipated student, be extended until the end of the semester or at the discretion of the School, until the end of that school year. However, that election, where a student has completed grade 11 in any school year, shall extend to the end of the following year in grade 12. A grade 12 student under this provision may complete grade 12 tuition free. Parent of any In-Semester move are responsible for providing the student's transportation to the School.

6.01.4 Children of School Corporation Employees. The Corporation will accept a student who does not have legal settlement in that the district if the student's parent is a current employee of the Corporation, the student's parent resides in the State of Indiana, and if the Corporation has the capacity to accept the student. The Corporation may deny the transfer of a student if the student has a history of unexcused absences and if the Board believes that a new school would have an adverse effect on the student attendance. Ind. Code § 20-26-11-6.5

6.01.5 Pre-Enrollment Proof of Birth Certificate / Missing Children. Each student who enrolls in the School must provide the name and address of the School the student last attended and a certified copy of the student's birth certificate or other reliable proof of the student's date of birth. If a certified copy of the student's birth certificate or other reliable proof of the student's date of birth is not presented to the School within 30 days after the student's enrollment, the School shall notify the Indiana clearinghouse for information on missing children and missing endangered adults and determine if the student has been reported missing. Also, within 14 days after the initial enrollment in the School, the School must request the student's records from the previously attended school. Once proof of age has been provided, it will be returned to the student or the parent(s). Ind. Code § 20-33-2-1.

6.01.5.1 Missing Children. If the School receives a request from another school seeking a student's records, the Building Principle shall send the records promptly to the requesting school. However, if a request is received for record to which a notice has been attached indicated a missing child has been reported under Ind. Code § 31-36-1-5, the Building Principle

shall immediately notify the Indiana clearinghouse for information on missing children and missing endangered adults, refrain from sending school records without the authorization of the clearinghouse and refrain from informing the requesting school that a notice under Ind. Code § 31-36-1-5 has been attached to the records.

#### 6.01.6 Placement of Incoming Students.

6.01.6.1 Classification of Students. The placement of students in grade kindergarten through eight in the schools of the Corporation shall be the result of thorough evaluations of each child by the professional staff in cooperation with the parent or guardians. Generally, children will be placed at a specific grade level according to the academic, social, physical, and emotional needs of the child. The normal expectancy shall be for each child to experience one year at each grade level. The final decision regarding matters of student placement and assignment shall be the responsibility of the building principle. if a student is being considered for retention, the parents or guardians will be consulted prior to any final decision on the matter. Students at the High School shall be classified by the number of credits earned.

6.01.6.2 Transfer from an accredited school. A high school student transferring from an accredited school shall be given the equivalent grades and credits earns from the accredit school in the Corporation schools. Determination of the application of courses at the transferring school to course or courses of study requirements at the School shall be made by the Building Principal within ten days after receipt of adequate information from the transferring school. It is the responsibility of the parent or guardian to obtain all information necessary for proper academic evaluation and placement of the transferring student. The Building Principal may require written evaluation taken form a selection of tests which may include standardized tests or teacher constructed tests to assist in determining grade placement and/or credit. An appeal from a determination concerning academic placement may be made to the Superintendent.

6.01.6.3 Transfer from a non-accredit school. If a high school student transfers from a non-accredited school, including home school, grades and credits earned shall be evaluated on the basis

of substantial equivalency to course to courses of study offered by the Corporation. It is the responsibility of the parent or guardian to obtain all information necessary for proper academic evaluation and placement of the transferring student. The determination of substantial equivalency shall be made by the Building Principle within ten days after receipt of the information. The Building Principle may require written evaluation taken form a selection of tests which may include standardized tests or teacher constructed tests to assist in determining grade placement and/or credit. An appeal from a determination concerning academic placement may be made to the Superintendent.

6.01.7 Tuition. The Corporation may pay transfer tuition for a student to attend school in another school district under conditions prescribed by Indiana Law. If the Corporation elects to charge tuition to the requesting parents or students, the tuition must be paid before the end of the school year in installments as determined by the Corporation. Failure to pay a tuition installment that is agreed to by the parents or student and the Corporation is grounds for exclusion from school. Ind. Code § 20-26-11.

6.01.8 Classification of Students. The placement of students in grade kindergarten through eight in the schools of the Corporation shall be the result of thorough evaluations of each child by the professional staff in cooperation with the parent or guardians. Generally, children will be placed at a specific grade level according to the academic, social, physical, and emotional needs of the child. The normal expectancy shall be for each child to experience one year at each grade level. The final decision regarding mattes of student placement and assignment shall be the responsibility of the building principle. if a student is being considered for retention, the parents or guardians will be consulted prior to any final decision on the matter. Students at the High School shall be classified by the number of credits earned.

#### 6.01.9 Assigned Students

6.01.9.1 Welfare or Court Assigned Students. Welfare or Court assigned students are accepted in the Corporation upon approval by the Putnam County Welfare Department or other welfare departments and/or appropriate courts with the approval of the Superintendent. Tuition payments shall be made to the Corporation from the appropriate agency.

6.01.9.2 Foreign Exchange Students. Students will be accepted from foreign countries each year subject to approval of the Building Principal and Superintendent. A minimum of 60 calendar days from the sponsoring agency prior to enrollment of a student is deemed necessary to properly accommodate the student. Students may be required to be a member of a foreign student exchange program which has been approved by the Indiana Department of Education. Students will be considered resident students for the period the student remains with the approved family residing in the school district. The Corporation will not be paid transfer tuition for foreign students who participate in a Department of Education approved foreign student exchange program. However, the Corporation will include the student in computation of average daily attendance for purpose of determining the amount of state aid which the school may receive.

6.01.9.3 Special Education Students. Qualified students will be enrolled in special education classes conducted by the Corporation or the Old National Trail Special Services Cooperative as determined by the Case Conference Committee in accordance with Ind. Code § 20-35

6.01.9.3.1 Special Education Alternative Site. Special education students of the Corporation attending school at a site other a Corporation building shall be accountable to the host school corporation. Students from other schools attending Corporation building shall be accountable to the host school corporation.

6.01.9.4 Area 30 Career Center. The Corporation, as a participating member of the Area 30 Career Center, may enroll qualified students in grades eleven and twelve in the programs offered by the area vocational school and the Corporation shall pay any approved fees for this participation. Qualified students must demonstrate a strong vocational interest, including successful completion of similar studies when available in grades nine, ten, and eleven. Before enrollment of a qualified student, the school guidance personnel must conduct a parent/student conference regarding this determination. The Board must appoint an advisory committee composed of members represent local trades, industries, and occupation. The advisory committee must advise the Board and other school officials having management and supervision of the schools.

## **6.02 Attendance**

6.02.1 School Attendance Districts. The Board shall establish elementary school boundaries. Students shall attend the school within their attendance district unless approved for transfer under the transfer policy. This section does not apply to students who qualify for special programs.

6.02.2 Transfers within the Elementary School District. A parent or guardian may request, prior to the end of registration of each school year, a school transfer using the Parent Request for School Transfer Form. The Building Principal at the enrolled school shall make a determination regarding a request. The Building Principal shall share information about the needs of the student with the principal of the potential receiving school. If both principals agree with the request, the completed form shall be signed by both principals and forward to the Superintendent. A parent who wishes to request a transfer to a different elementary school must demonstrate a valid reason for the transfer. A valid reason is present if a move into the requested school area is pending and can be documented, the student has been attending the requested school and wishes to finish the last year there, and/or attendance at the requested school is in the best educational interest of the student. The requested school may only accept the transfer if the school has adequate space to accommodate the student in the requested grade level, the school must have available any special services that the student requires, and placement of the student does not increase the prescribed teacher/student ratio for that grade level. Transportation to the transferred school is the responsibility of the parent unless the Corporation can be accommodated with existing bus routes of the receiving school and space is available on the bus. A school transfer approval may be rescinded by the Building Principal at any time upon a showing of poor attendance, tardiness, poor behavior and/or lack of academic effort.

6.02.3 Corporation Initiated Transfers. If it is necessary to assign a student to a school out the student's attendance district, consideration will be given to the student whom has immediate family to the transferring school district.

6.02.4 Compulsory Attendance. A student shall attend school each year for the number of days the school is in session as prescribed by Ind. Code § 20-33. Students in grades one through eight shall not be promoted to the next grade if they are absent more than 20 days in the school year. Students in grades six, seven, and eight shall not be

promoted to the next grade if they are absent more than 20 days in the school year. Students in grades nine through twelve who are absent more than 10 instructional periods in a semester shall not be granted credit that the class for the semester, but, if block scheduling is used, the number of classes missed shall not be more than five. Students, parents, guardians, teachers, counselors, and/or administrators who feel that the total number of absences where the result of highly unusual and unavoidable conditions which resulted in retention, loss of credit, or repeating a class may request a review of the student's status. The conditions under which students may make up work missed due to absences are illness, death of an immediate family member, absences mandated by Indiana law or other special circumstances approved by the Building Principal. After proper review of the status of a student the Building Principal may promote and/or grant credit to a student who has exceeded the limitation on the total number of absences. The Superintendent shall direct the establishment of administrative procedures to administer this policy.

6.02.5 Truancy. A Student will be designated as a habitual truant when the student is chronically absent, by having unexcused absences form the school for more than ten days of school in one school year. Discipline for a habitual truant shall be established in the "Discipline" section of this handbook and in accordance with Indiana Code § 20-33-8.

### **6.03 Behavior.**

6.03.1 Property Damage and Trespassing. Persons damaging or vandalizing school property shall be subject to discipline. Any person disrupting or attempting to disrupt an educational function or school sponsored activity or is on the premises of the Corporation without permission form the proper authority shall be considered trespassing and shall be subject to punishment.

6.03.2 Leaving School Grounds. No student shall be permitted to leave school before closing hour without approval by the Building Principal of the Principal's designee. Principals shall establish rules for to account for visitors and students who are excused during the day. The Principal shall also establish rules for students for all education and extra-curricular functions and lunch times. These rules and shall be approved by the Superintendent.

6.03.3 Dress Code. Students shall be dressed appropriately at all times. Appropriate dress shall meet the following standards:

6.03.3.1. Appearance should be clean, neat, and appropriate.

6.03.3.2 Caps, hats, bandanas, headbands, or sunglasses are to be removed when entering the building.

6.03.3.3 Students are required to wear appropriate footwear at all times. Flip-Flops\* are not to be worn at the elementary school level. Heeleys or other wheeled shoes are not allowed at school. Flip-Flop (also known as thongs) are a flat, backless, usually foam/rubber soled footwear consisting of a flat sole held loosely on the foot by a U-shaped strap that passes between the first (big) and second toes and around either side of the foot.

6.03.3.4 Coats or jackets are to be stored in the student's locker during the school day.

6.03.3.5 Pants/Shorts are to be fitted and worn at the waist. Shorts are to be at or below knee length and pants shall not be long enough to drag on the floor.

6.03.3.6 Skirts are to be at or below knee length and slits are not to extend above the knee. Skirts must not drag on the floor. Dresses must comply with skirt and shirt/top rules. Leggings may only be worn if the covering garment is at or below the knees.

6.03.3.7 Shirts and tops are to have sleeves that cover the shoulders and not expose undergarments. Shirts must be long enough to be tucked-in. Shirts and tops not tucked-in must remain below the waistline at all times. In addition, all shirts longer than the mid-thigh must be tucked-in. No exposed cleavage, back, or midriff will be allowed. Shirts must fit properly, regardless of style, and must not expose anything below the arm pit line.

6.03.3.8 The following are items that are not acceptable for students to wear during the school day:

6.03.3.8.1 Form fitting clothes

6.03.3.8.2 Sheer/see-through fabrics

6.03.3.8.3 Pajamas (leisure wear)

6.03.3.8.4 Clothing with holes, rips, or tears

6.03.3.8.5 Wallet or pocket chains

6.03.3.8.6 Any item that could cause harm to self, others or school property, promotes drugs, alcohol

tobacco products or any illegal substance, depicts violence, sexual innuendoes, racial/religious slurs or is gang related.

6.03.3.8.7 Students are not to wear jewelry to school that is attached through piercing anywhere except the ears and a single clear plastic flat non-obtrusive post in the side of the nose. There are a variety of safety factors the school has considered for piercing of the tongue, nose, lip, mouth, eyebrow, and any additional areas other than the ear. School officials also reserve the right to forbid certain types of jewelry that may be determined to be dangerous such as collars and bracelets with long pointed spikes.

Students who wear objectionable items will be dealt with appropriately. This may include the changing of clothes at school, having parents bring other clothing, removing the student from classes, etc. Repeat offenders will be dealt with following the school's disciplinary procedures and may include a more restrictive dress code. The dress code would include and apply to all athletic and PE uniforms that are worn during the school day.

6.03.4 Loitering. Loitering by students on private property in the vicinity of the school before, during or after school is prohibited. Failure to abide with this policy may result in disciplinary action.

6.03.5 Alcoholic Beverages and Drugs. It is strictly prohibited for a person to possess, provide to another person, or be under the influence, before of a listed controlled substance during, or after school hours, at school or in any school building or on school property, at a school sponsored activity or in a school owned or approved vehicle. The prohibited controlled substances are:

6.03.5.1 Tobacco

6.03.5.2 Alcohol (Any substance which contains alcohol)

6.03.5.3 Marijuana and/or paraphernalia

6.03.5.4 Stimulants

6.03.5.5 Intoxicants

6.03.5.6 Narcotics

6.03.5.7 Depressants

6.03.5.8 Amphetamines

6.03.5.9 Barbiturates

6.03.5.10 Phenylpropanolamine (PPA)

6.03.5.11 Amyl or Butyl Nitrate (Rush)

6.03.5.12 Anabolic Steroids, whether prescription or not

6.03.5.13 Hallucinogens or

6.03.5.14 Any substance listed as a controlled substances

All drugs, over-the-counter or prescribed, must be registered with the school nurse and stored in the school health office. A student with a chronic disease or medical condition may possess and self-administer medication for the chronic disease or medical condition if the student's parent has filed an authorization with the Principal for the student to possess and administer the medicine. This authorization must contain a written physician's certification stating the student has an acute or chronic disease or medical condition for which the physician has prescribed medication, the student has been instructed in how to self-administer the medication, and the nature of the disease or medical condition requires emergency administration of the medication. This authorization shall be filed annual with the Principal. Ind. Code § 20-33-8-13

North Putnam officials shall file a written report with the proper law enforcement agency whenever a student is involved in the possession, use, or sale of any substance believed to fall into the above mentioned categories. Students who violate this section are subject to discipline including suspension and up to and including expulsion.

6.03.6 Weapons. Except for students participating in a school firearm safety program or school archery program, a student who is identified as bringing a firearm or destructive devise to school or on school property or who is in possession of a firearm or destructive device on school property must be expelled for at least one calendar year, with the return of the student to be at the beginning of the first school semester after the end of the one year period. A student is who identified as bringing a deadly weapon to school or on school property, or who is in possession of a deadly weapon on school property may be expelled for not more than one calendar year. The Superintendent or the Superintendent's designee must immediately notify the appropriate law enforcement agency if a student engages in behavior with a firearm or destructive device. The Superintendent or the designee may notify appropriate law enforcement if a student engages in behavior with a deadly weapon. A student with a disability who

possess a firearm on school property is subject to the procedural safeguards of 20 U.S.C. 1415.

6.03.7 Bullying. Bullying is strictly prohibited. Bullying is the overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner (including digitally or electronically), physical acts committed, aggression, or any other behaviors, that are committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student and create for the targeted student an objectively hostile school environment that places the targeted student in reasonable fear of harm to the student's person or property, has substantial detrimental effect on the targeted student's physical or mental health, has the effect of substantially interfering with the target student's academic performance, or has the effect of substantially interfering with the targeted students ability to participate in or benefit from the services, activities, and privileges provided by the School.

6.03.7.1 Reporting. Any Corporation employee or student who discovers bullying, regardless of the physical location in which the bullying behavior occurred, or the whether the bully has occurred in person or online, shall report the bullying incident to a teacher or other school staff. Reporting of a bullying incident may be made confidentially. The Building Principal shall immediately conduct an investigation into the reported incident. The Principal shall determine the appropriate response to the bullying behaviors. The Principal shall within two days of investigating the incident, reporting the incidents to the parents of both the targeted student and the bully. Within two days of investigate the incident, the Principal shall report the incident to the school counselors, school administrators, the Superintendent, or law enforcement. Any teacher or school employee who fails to notify the Principal, and any Principal who fails to conduct a timely investigation and make timely reporting shall be subject to discipline. Any student or Corporation employee shall be subject to discipline for falsely reporting an incident.

6.03.8 Hazing. Hazing is prohibited at all times. Hazing is the act of coercing another to do any act to themselves or to another student for the purpose of subjecting such student to humiliation, intimidation, physical abuse or threats of abuse, social or other ostracism, shame, personal degradation or disgrace. Permission, consent, or assumption

of the risk by an individual subjected to hazing does not lessen the prohibition of this policy. Students found guilty of hazing will be subject to disciplinary action ranging from suspension from school, up to and including expulsion. Further, students and/or their parents may be liable to civil or criminal penalties in accordance with state law. No Corporation employee may encourage, permits, condone, or tolerate hazing activities. If hazing or planning hazing is discovered by a Corporation employee, the employee must notify the involved students of this policy and that all hazing activities must be terminated immediately. Employees shall report all discovered hazing incidents to the Principal. The Principal shall conduct an investigation and report the incident to the Superintendent. Employees who fail to abide by this policy may be subject to disciplinary action, and civil or criminal penalties under Indiana law.

#### **6.04 Discipline.**

6.04.1 Discipline Generally. Student supervision and the desirable behavior of students in carrying out school purposes is the responsibility of the Corporation and the students themselves. In all matters relating to discipline and conduct of students, Corporation personnel stands in the relation of parents to the students and have the right to take any disciplinary action necessary to promote student conduct that conforms to an orderly and effective educational system. Students must follow responsible direction of school personnel in all educational settings and refrain from disruptive behavior.

When the behavior of any student disrupts the learning environment, then discipline procedures will be initiated by school personnel. Prior to the initiation of discipline procedures, due consideration shall be given to individual and unique differences, as well as to exceptional circumstances. All discipline shall be intended to improve behavior and shall be progressive if repeated behavior problems have occurred. Other external controls may be applied and this may include parental participation in the decision making process. The disciplining of students in Corporation shall be compatible with rules and procedures spelled out in its due process statement which is subject to Indiana legislation.

6.04.2 Normal Sequence of Discipline Procedures; Teachers and School Staff Members. The first line of responsibility for discipline in the school rests with the classroom teachers and school staff members whom have students under the individuals charge. Teachers and school staff members are expected to provide instruction that is

motivating and engaging so as to minimize behavior problems. These employees may take any action reasonably necessary to carry out or to prevent an interference with an educational function that the individual supervises. Classroom teachers shall work closely with administrators and parents to promote desirable student conduct. When disciplinary action appears to be required to insure desirable student conduct, the suggested sequence is:

6.04.2.1.1 Teacher student conferences

6.04.2.1.2 Teacher parent conferences

6.04.2.1.3 Removal from class

6.04.2.1.4 Referral to administrator

6.04.2.1.5 Administrator teacher parent conference

6.04.2.1.6 Auxiliary services when available

The suggested sequence is not intended to restrict necessary disciplinary action at any time to maintain appropriate student behavior. The practice of using homework or academic assignments as a disciplinary action is discouraged.

A teacher or school staff member may remove a student for a period that does not exceed one day from an education function supervised by the employee or another teacher or school staff member. If a teacher or staff member removes a student from class, the Principal may place the student in another appropriate class or place the student into in-school suspension. The Principal may not return the student to class from which the student was removed until the Principal has met with the student, teacher, and student's parent to determine an appropriate behavior plan. If the student parents do not meet with the Principal in a timely manner, the Principal may move the student to another class.

6.04.2.2 Principals. A Principal may take action concerning the Principal's school or a school activity within the Principal's jurisdiction that is reasonably necessary to carry out or prevent interference with an education function or school purposes. The Principal may write regulations that govern student conduct which shall not conflict with the provisions of this chapter.

6.04.2.3 Superintendent and Administrative Staff of Superintendent. The Superintendent or a member of the Superintendent's administrative staff, with the approval of the Superintendent may take any action with respect to all schools

that is reasonably necessary to carry out or prevent interference with an educational function or school purposes.

#### 6.04.3 Seclusion and Restraint Policy.

6.04.3.1 Seclusion and Restraint Policy; Generally. Any behavioral intervention shall be consistent with a student's right to be treated with dignity and respect and to be free from abuse. Any behavioral intervention used shall be consistent with the student's most current individualized education program (IEP) and with the student's behavioral intervention plan (BIP), if applicable. Every effort shall be made to eliminate or minimize the need for the use of seclusion or restraint with a student, including the use of prevention, positive behavior intervention and support, and conflict de-escalation prior to the use of seclusion or restraint, except in the case of an emergency, as defined in the seclusion and restraint plan. The seclusion and restraint plan shall apply to all students and not only students with disabilities. Seclusion and restraint shall not be used as a means of punishment or discipline, coercion or retaliation, or as a matter of convenience. Behavioral strategies to address behavior that imposes imminent risk of injury that result in the use of seclusion or restraint shall address the underlying cause or purpose of the behavior.

6.04.3.2 Seclusion and Restraint; Use. Seclusion and restraint shall be used only: 1) as a last resort safety procedure employed after another, less restrictive procedure has been implemented without success; 2) when there is an imminent risk of injury to the student, other students, school employees, or visitors to the school. Seclusion and restraint shall be used only for a short period of time or until the imminent risk of injury has passed. The student shall be monitored by a staff member at all times during the use of the seclusion or restraint to ensure the appropriateness of its use and the safety of the student and others.

6.04.3.3 Seclusion and Restraint; Prohibitions. Corporation employees shall never use mechanical restraints to restrict student's freedom of movement and shall never use a drug, medication or other chemical to control behavior or restrict freedom of movement, except as authorized by a licensed physician or other qualified health professional. Corporation employees shall never give a student any drug or medication

that is not a standard treatment and dosage for the student's medical or psychiatric condition. Seclusion and restraint shall never be used in a manner that restricts a student's breathing or intentionally harms the student.

6.04.3.4 Seclusion and Restraint; Review Procedure. The use of seclusion or restraint, particularly when there is repeated use for an individual student, multiples uses within the same classroom, or multiple uses by the same individual, shall trigger a review and, if appropriate, revision of strategies currently in place to address behavior that imposes imminent risk of injury, including engaging in a functional behavioral assessment and reviewing and/or modifying the student's IEP or BIP. If positive strategies are not in place, Corporation employees shall consider developing them.

6.04.3.5 Seclusion and Restraint; Parent Notification. Parents or guardians shall be informed of and have access to the plan on seclusion and restraint at the student's school or other educational setting, as well as applicable Federal, State or local laws. A student's parent must be notified as soon as possible when an incident involving the student that includes the use of seclusion or restraint occurs. Schools must designate the employee who will be responsible for documenting every instance in which seclusion or restraint was used on a student. The documentation shall include a detailed account of the incident, including the circumstances that led to the use of restraint and/or seclusion.

6.04.3.6 Seclusion and Restraint; Documentation. Any instance of seclusion or restraint must be documented as indicated in the seclusion and restraint plan. Such documentation shall, at a minimum, be in writing, include sufficient detail to provide for the collection of specific data that would enable teachers, staff and other personnel to review seclusion and restraint policies in order to implement modifications to the Corporation's plan. Data collected from the use of either seclusion or restraint shall be reviewed at least annually in order to improve prevention, positive behavioral intervention and support, and conflict de-escalation techniques in order to avoid the use of seclusion and restraint.

6.04.3.7 Seclusion and Restraint: Plan Implementation. The Board directs the Superintendent or the local Director of Special

Education to develop a seclusion and restraint plan that, at a minimum, incorporates these guidelines and specifies the training required, notification procedures, and timelines. The plan must be reviewed annually and updated as needed.

6.04.4 Detentions Outside of the Regular School Day. As a disciplinary measure, students may be required to attend school outside of regular school hours. The Principal or the Principal's designee must authorize the detention and ensure that satisfactory arrangements for transportation and supervision to and from school to home have been made by parents. Before a student may be detained, the principal or designee must assure that the parents and/or guardian have been notified as to the date, place, time, and reason for the detention.

6.04.5 Detentions Inside the Regular School Day. As a disciplinary measure, students may be required to attend detention during the regular school day. The Principal or the Principal's designee must authorize the detention. Each Building Principal shall develop procedures for such "In-school Detention", which is subject to the approval by the Superintendent.

6.04.6 Suspensions.

6.04.6.1 Justification. A Principal may suspend a student for student misconduct or substantial disobedience when the student is on school grounds immediately before, during or after school hours, or at any other time when the school is being used by a school group, or off school grounds at a school activity, function or event, or while traveling to or from school or a school activity function or event. Further, a Principal may suspend a student for engaging in unlawful activity on or off school grounds if the activity may reasonably be considered to be an interference with school purposes or an educational function, or the student's removal is necessary to restore order or protect person on school property.

6.04.6.2 Terms. A Principal must not suspend a student for more than ten days of school unless the time of an expulsion decision is reached and the Superintendent determines that the students continued suspension will prevent or substantially reduce the risk of interference with an education function or school purposes or a physical injury to the student, other student, school employees, or visitors of the school.

6.04.6.3 Procedure. A Principal may not suspend a student before the Principal afford the student an opportunity for a meeting. At this meeting, the student is entitled to a written or oral statement of the charges, a summary of the evidence against the student, and an opportunity for the student to explain the student's conduct. If the student's misconduct requires immediate removal of a student, this meeting must begin as soon as reasonably possible following the student's suspension. The Principal must send a written statement of the student's misconduct and the action taken by the Principal to the student's parents.

#### 6.04.7 Expulsions.

6.04.7.1 Justifications. A Principal may expel a student for student misconduct or substantial disobedience when the student is on school grounds immediately before, during or after school hours, or at any other time when the school is being used by a school group, or off school grounds at a school activity, function or event, or while traveling to or from school or a school activity function or event. Further, a Principal may expel a student for engaging in unlawful activity on or off school grounds if the activity may reasonably be considered to be an interference with school purposes or an educational function, or the student's removal is necessary to restore order or protect person on school property. Further, a Principal may expel a student for possession of a firearm, deadly weapon, or destructive device as detailed in the "Weapons" policy. A student may also be expelled from school if the student legal settlement is not in the attendance area of the Corporation where the student is enrolled.

6.04.7.2 Procedure and Expulsion Meetings. The Superintendent may conduct an expulsion meeting or appoint the Corporation attorney or a member of the administrative staff who has not expelled the student during the school year and was not involved in the events concerning the expulsion, to conduct an expulsion interview. The Superintendent or the Superintendent's designee may issue subpoenas, compel the attendance of witness, and administers oath to persons giving testimony at the expulsion meeting. The student's parents must be provided notice of their right to appeal to this meeting. Notice of the right to appeal must be made by certified mail or personal delivery, contain the reasons for the expulsion and contain the

procedure for request an expulsion meeting. The Superintendent or designee conducting the meeting must make a written summary of the evidence heard at the expulsion meeting. The superintendent or designee may take action that the individual finds appropriate and any action taken must be documented and provided to the student and the student's parent.

6.04.7.3 Appeals. Within ten days of receiving notice of the action taken at the expulsion meeting, the student and student's parent may submit a written appeal to the action to the Board. However, A student or a student's parent who fails to request and appear at an expulsion meeting after receipt of notice of the right to appear at an expulsion meeting forfeits all rights administratively to contest and appeal the expulsion. Upon receipt of a written appeal, the Board must conduct a meeting to consider the written summary of evidence and the arguments of the Principal and the student or the student's parents. The Board may vote to not hear appeals of actions taken at the expulsion meeting and may take action the Board finds appropriate. Any decision of the Board, including the decision to vote not to hear the appeal, may be appealed by the student or parent to the Putnam County Circuit or Superior Court. An expulsion upheld by the Board continues in effect during the judicial review by the Putnam County Court.

6.04.7.4 Terms. If a student is expelled in the first semester, the student may not be expelled for a longer period than the remainder of the school year. If a student is expelled in the second semester, the expulsion remains in effect for summer school and may remain in effect for the first semester of the following school year.

6.04.7.5 Reinstatement. An expulsion that takes effect more than three weeks before the beginning of the second semester must be reviewed before the beginning of the second semester. This review shall be conducted by the Superintendent or the Superintendent's designee. This review may only be conducted after the student and the student's parents have been given notice. This meeting is limited to newly discovered evidence or evidence of changes in the student's circumstances since the original meeting and may lead to a recommendation by the Superintendent or the Superintendent's designee for reinstatement for second semester. An expulsion that remains in effect during the first semester of the following school year must

be reviewed before the beginning of the school year. This meeting must be conducted in the same manner as described in this section.

6.04.7.6 Reenrollment. A student who is at least 16 and wishes to reenroll after an exclusion may, at the discretion of the Principal, be required to attend an alternative school or alternative educational program, evening classes, and/or classes established for students who are at least 16 years old.

6.04.8 Additional Disciplinary Measures. Administrative staff, teachers, or other school staff members who is directly in charge of a student may, in lieu of suspension or expulsion, take disciplinary action to ensure a safe, orderly, and effective educational environment. Disciplinary measures may include but are not limited to:

6.04.8.1 Counseling with a student or group of students;

6.04.8.2 Conferences with a student or a group of parents;

6.04.8.3 Assigning additional homework;

6.04.8.4 Rearranging class schedules;

6.04.8.5 Require a student to remain in school after regular hours to do additional homework or for counseling;

6.04.8.6 Restrict extracurricular activities;

6.04.8.7 Remove the student from a teacher's class for a period not to exceed five days for middle, junior high, or high school students and a period not to exceed one day for elementary school students; and,

6.04.8.8 Other disciplinary measures authorized under Indiana Code § 20-33-8-25.

6.04.9 Disciplinary Action for Children with Disabilities. A suspension, expulsion or another disciplinary action against a disabled student as defined in Ind. Code § 20-35-1-8 is subject to the procedural requirements of 20 U.S.C. 1415 and the rules adopted by the State Board.

6.04.10 Corporal Punishment. Corporation Personnel may not subject a student to corporal punishment. School personnel may only use reasonable and necessary force to stop a disturbance or prevent an act that threatens physical injury to any individual, to obtain possession of a weapon or dangerous object that is in a student's control, in self-defense or defense of others, or to protect property.

**6.05 Student Records.** Corporation will allow a custodial parent and a noncustodial parent the same access to their child's educational records unless a court has issued an order that limits the noncustodial parent's access the child's records and the school has received a copy of the court order or has actual knowledge of the court order.

**6.06 Student Wellness.** The Board supports increased emphasis on nutrition as well as physical activity at all grade levels to enhance the well-being of the school corporation's students. Therefore, it is the policy of the Board to provide students access to nutritious food and beverages, provide opportunities for physical activity and developmentally appropriate exercise, and require that all meals served by the school corporation meet the federal nutritional guidelines issued by the U. S. Department of Agriculture.

6.06.1 All school-sponsored events and celebrations of special occasions should include healthy beverages and/or food among the choices available to participants. Outside drinks or commercially prepared/vendor-prepared foods should be discouraged from being brought onto school property during the school day by students. Each school is encouraged to incorporate several minutes of physical activity or exercise as determined at each building level in addition to the physical education curriculum. Nutrition, health, and fitness topics shall be integrated within the health education curriculum and coordinated with the school corporation's food service program. These topics may be integrated with other curriculum areas as deemed appropriate.

6.06.2 The Superintendent or designee and each Principal or designee shall jointly share the operational responsibility for ensuring that the provisions of this policy and its regulations are met. The Superintendent or designee will be responsible for reporting to the Board on an annual basis the progress of the school corporation in implementing this policy. The Superintendent or designee is also responsible to prepare rules, regulations, and guidelines to implement and support this policy. Such provisions should address all food and beverages sold and/or served to students at schools, including competitive food sales.

6.06.3 The Board shall establish a coordinated school health advisory council for the purpose of reviewing the corporation's wellness policies on a yearly basis and suggest to the Board for approval of changes to the policies that comply with the requirements of Public Law 108-265 before July 1 of each year. The Board shall appoint the members of the advisory council, which must include the following: parents, Food

Service Directors and staff, students, nutritionists or certified dietitians, health care professionals, school board members, a school administrator, representatives of interested community organizations. (I.C. 20-26-9-18) LEGAL REFERENCE: 42 U.S.C. § 1751 IC 20-26-9-2, IC 20-26-9-18, IC 20-30-5-7.5

6.06.4 Nutrition Education. Nutrition education will be integrated into other areas of the curriculum such as math, science, language arts, and social studies, involve sharing information with families and the broader community to positively impact students and the health of the community, include but not be limited to healthy eating tips and on the monthly school menus, educational posters displayed in the school cafeteria, and parent newsletter with healthy snack ideas, and may also be presented through outside resources such as qualified speakers, convocations, materials from sources such as the National Dairy Council, USDA, Society for Nutrition Education, local extension office, or other educational institutions such as DePauw or Purdue University (see list of partner organizations and websites on resource page).

6.06.5 Nutrition. Meals served through the National School Lunch and Breakfast Programs will be appealing and attractive to children, served in a clean and pleasant setting, meet, at a minimum, nutrient requirement established by local, state, and federal statutes and regulations, will offer a variety of fruits and vegetables, serve only low fat, and fat free milk and nutritionally equivalent non-dairy alternatives, and ensure that half of the served grains are whole grains.

6.06.6 Breakfast. To help ensure that all children have breakfast, either at home or at school, in order to meet their nutritional needs; and enhance their ability to learn, schools will operate the School Breakfast Program, arrange bus schedules and utilize methods to serve school breakfast that encourages participation, to the extent possible, serve breakfast to students, notify parents and students of the availability of the School Breakfast Program, and encourage parents to provide a healthy breakfast for their children through newsletter articles, take home materials or other means.

6.06.7 Free and Reduced Meals. Schools will make every effort to eliminate any social stigma attached to and prevent the overt identification of, students who are eligible for free and reduced price school meals. Schools may utilize electronic identification and payment systems and promote the availability of school meals to all students.

6.06.8 Child Nutrition Operations. The child nutrition program will aim to be financially self-supporting and ensure that all students have affordable access to the varied and nutritious food they need to stay healthy and learn well. The school will strive to increase participation in the available federal Child Nutrition programs (e.g. school lunch, school breakfast), and employ a food service director who is properly qualified, certified, and /or credentialed according to current professional standards, to administer the school food service program and satisfy reporting requirements. All food service personnel shall have adequate training in food service operations. All foods made available on campus will comply with the state and local food safety and sanitation regulations. Hazard Analysis and Critical Control Points (HACCP) plans and guidelines are implemented to prevent food borne illness in schools.

6.06.9 Meal Times and Scheduling. The time and scheduling of meals must be designed to provide students with at least 10 minutes to eat after sitting down for breakfast and 15 minutes after sitting down for lunch. Lunch periods are scheduled as near the middle of the school day as possible. Recess for the elementary grades is scheduled before lunch.

6.06.10 Foods. Any given food item for sale prior to the start of the school day and throughout the instructional day will have no more than 30% of its total calories derived from fat (excluding nuts, seeds, peanut butter, and other nut butters). Any given food item for sale prior to the start of the school day and throughout the instructional day will have no more than 10% of its total calories derived from and saturated fat. It is recognized that there may be rare special occasions when the school principal may allow a school group to deviate from these guidelines. A La Carte items will be single serve and shall be nutritious and meet federal recommended guidelines.

6.06.11 Portion Sizes. Schools must recognize the following portion sizes: one and one-quarter ounces for chips, crackers, popcorn, cereal, trail mix, nuts, seeds, dried fruit or jerky, one ounce for cookies, two ounces for cereal bars, granola bars, pastries, muffins, doughnuts, bagels, and other bakery items, four fluid ounces for frozen dessert, including but not limited to, low fat or fat free ice cream, eight ounces for non-frozen yogurt, twelve fluid ounces for beverages, excluding water. The portion size of ala cart entrees and side dishes, including potatoes, will not be greater than the size of comparable portions offered as part of school meals. Fruits and non-fried vegetables are exempt from portion size limits.

6.06.12. Beverages. The following beverages are allowed: water or seltzer water without caloric sweeteners; fruit and vegetable juices and fruit based drinks that contain 50% fruit juice and that do not contain additional caloric sweeteners; 100% fruit juices; unflavored or flavored low fat or fat free fluid milk and nutritionally equivalent non-dairy beverages. The following beverages are not allowed: soft drinks containing caloric sweeteners; iced teas, fruit based drinks that contain less than 50% real fruit juice or that contain additional caloric sweeteners; beverages containing caffeine, excluding low fat or fat free chocolate milk (which contain trivial amounts of caffeine).

6.06.13 Vending Machines. All beverage and food vending machines in the school corporation that are available to students shall provide at least 50% healthy beverages and 50% healthy foods.

6.06.14 Suggestions for Nutritious Snacks.

Beverages	Fruit juices, Fruit smoothies Milk, non-fat or low-fat, plain or flavored Approved sparkling or plain water
Entree' Suggestions for School Parties	Salads made with pasta and/or meat Bean burrito and/or vegetables Grilled or baked vegetable or cheese quesadillas Pasta with marinara sauce Sub sandwiches Pizza bagels (or English muffins) Baked potato with vegetable or chili to in
Low-fat Grain Foods	Tortilla wraps filled with meat and/or vegetables Baked tortilla chips with salsa Mini-bagel bread sticks Animal crackers, Graham crackers Soft pretzel, plain or flavored, Hard pretzels English muffin, Mini rice cakes (flavored) Low-fat sports bars Fig Newton's, Vanilla wafers Low-fat fruit or grain muffin (3 o,z.) cereal, individual servings
Fresh Fruits and Vegetables	In-season, fresh fruit Carrots, broccoli, cauliflower with low-fat dip or salad dressing
Additional Treats	100 % fruit snacks, Fruit bars Frozen low-fat yogurt, Frozen fruit bars Low-fat plain pudding Fat free popcorn, Beef jerky-95 % fat free Yogurt splits (yogurt, banana, peanut butter & crackers with toppings) or parfaits Low-fat string cheese, Low-fat sandwich cookies Fruit, nut and /or grain trail mixes (chocolate or vanilla)

6.06.15 Physical Activity Guidelines. The Federal Dietary Guidelines and the Center for Disease Control recommend that children and teenagers (adolescents) engage in moderate physical activity for at least 30 minutes on 5 or more days per week (USDHHS and USDA 2000, 12, and Healthy People 2010). Yet, many children today are not meeting this recommended minimum, and the results are raising rates of obesity and type-II (adult-onset) diabetes among our nation's youth. Schools should provide opportunities for students to obtain a substantial portion of the 30 minute recommendation. The physical education program is one of the primary means of educating students about physical activity skills and the value of participating regularly in physical activity throughout one's lifetime. Other opportunities to participate in physical activity should be provided to students to assist them in getting adequate amounts of daily physical activity.

6.06.16 Physical Activity Goals. The Federal Dietary Guidelines and the Center for Disease Control recommend that children and teenagers (adolescents) engage in moderate physical activity for at least 30 minutes on 5 or more days per week (USDHHS and USDA 2000, 12, and Healthy People 2010). Yet, many children today are not meeting this recommended minimum, and the results are raising rates of obesity and type-II (adult-onset) diabetes among our nation's youth. Schools should provide opportunities for students to obtain a substantial portion of the 30 minute recommendation. The physical education program is one of the primary means of educating students about physical activity skills and the value of participating regularly in physical activity throughout one's lifetime. Other opportunities to participate in physical activity should be provided to students to assist them in getting adequate amounts of daily physical activity.

6.06.17 School Accountability and Assessment of Student Physical Activity. The following are a set of goals and guidelines the corporation will strive to incorporate: the policy, program, and environmental needs of students with regard to physical activity will be assessed at regular intervals, and a plan for improvement will be developed. An assessment tool will be created for the entire Corporation (e.g. President Fitness Program, BMI measures as provided by the Department of Education). The physical fitness of every student will be assessed at regular intervals, and this information will be reported to each student and his/her parents (Fitnessgram). Physical education grades will be assessed and awarded the same as other core subjects.

6.06.18 School Requirements and Opportunities for Physical Activity. Schools are encouraged to provide for 150 minutes of physical activity per week for students in kindergarten through grade 8 and the equivalent of 2 units of high school credit in grades 9 through 12. This can be one in a cumulative manner in school during physical education, recess periods, intramural programs, electives or clubs and by incorporating daily physical activity in the classroom setting and/or academic curriculum. Recess should complement, not substitute, for PE classes. Students will be given opportunities for physical activity through a range of before and after school programs including, but not limited to, interscholastic athletics, and activity clubs. The Corporation will work closely with the community to create ways for students to walk or bike to and from school and further encourage students to walk or ride their bike to school for students who reside within one mile of school. The Corporation will encourage parents and guardians to support their children's participation in physical activity, to be physical active role models, and to include physical activity in family functions, and will provide training to teachers to incorporate physical activity among students within their classrooms.

6.06.19 Additional Physical Recommendations. School employees, parents, and students should, increase the proportion of adolescents who engage in vigorous physical activity that promotes cardio-respiratory fitness three or more days per week for 20 or more minutes per occasion, increase the proportion of adolescents who spend at least 50 percent of school physical education class time being physically active, increase the proportion of adolescents who participate in daily school physical education, and increase the proportion of adolescents who engage in moderate physical activity for at least 30 minutes on 5 or more days per week.

## **6.07 Student Health.**

6.07.1 Immunizations. Whenever a child enrolls in the Corporation, the parents shall furnish a written statement of the child's immunization, accompanied by a physician's certificate or other documentation, and testing history, unless such a written statement and accompanying documents are currently on file with the Corporation. The statement shall show that the child has been immunized against diphtheria, whooping cough, tetanus, measles, rubella, poliomyelitis, mumps, varicella, hepatitis A, hepatitis B, meningitis, and tested for tuberculosis. The statement shall recite the child's birth date at the time the student received each immunization. No student shall be permitted to attend school for more than 20 days

beyond the date of the student's enrollment without either a current written immunization record on file with the school, or providing a current written immunization record to the school, or providing a statement of health, religious or other objection delivered to the Superintendent. Parents or guardians unable to financially provide their children's immunizations and tuberculin testing may arrange with county health department or family physician for assistance. These requirement can be enforced by suspension, expulsion, or exclusion.

6.07.2 Communicable Diseases and other Illnesses. If a student is ill, has a communicable disease, or is infested with parasites, the Principal may send the student home with a note to the student's parent which describes the nature of the illness or infestation, and if appropriate, recommend that the family physician be consulted. A student may be readmitted to school when it is apparent to school officials that the student is no longer ill, no longer has a communicable disease, or is no longer infested with parasites, upon certification of a physician that the student is no longer ill, no longer has a communicable disease, or is no longer infested with parasites, upon certification of a physician that the student has a communicable disease, but the disease is not transmissible through normal school contacts, or upon certification of a Christian Science practitioner, who is listed in The Christian Science Journal, that based on the practitioner's observation the student apparently is no longer ill, no longer has a communicable disease, or is no longer infested with parasites.

6.07.3 Administration of Medication. The Board shall not be responsible for the diagnosis and treatment of student illness. The administration of prescribed medications and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or the child is disabled and requires medication to benefit from his/her educational program. For purposes of this policy, "medication" shall include all medicines including those prescribed by a physician and any non-prescribed (over-the-counter) drugs, preparations, and/or remedies. "Treatment" refers both to the manner in which a medication is administered and to health-care procedures which require special training, such as catheterization or intravenous or intramuscular injection.

Before any prescribed medication or treatment may be administered to any student during school hours, the Board shall require the written prescription for the child's physician accompanied by the written authorization of the parent. This document shall be kept on file in the office of the nurse, and made available to the persons authorized to administer medication or treatment. The prescription must be in its original container, labeled with the student's name and exact dosage. At no time is the school to administer a dosage other than that authorized by the physician's prescription. The student's physician and parent must also authorize any self-medication by the student. No student is allowed to provide or sell any type of over-the-counter medication to another student.

Medication that is possessed by a school for administration during school hours or at school functions, for students in grades K-8 may be released only to the student's parent or to an individual who is 18 years of age or older and who has been designated, in writing, by the student's parent to receive the medication. A school may send home medication that is possessed by the school for administration during school hours or at school functions with a student in grades 9-12, if the student's parent provides written permission for the student to receive the medication. The Superintendent shall prepare administrative guidelines, as needed, to address the proper implementation of this policy.

6.07.4 Emergency Administration of Medication. The Corporation will fill and store emergency stock medication. The prescription for the emergency medication will be filled by the school, in the school or filled by the School Corporation, in a school within the School Corporation. For purposes of this policy, "emergency medication" means albuterol, Naloxone, and injectable epinephrine that has an expiration date of not less than 12 months from the date the pharmacy dispenses the injectable epinephrine to the school. The School Nurse shall store all emergency medication in a safe location in which only school employees have access. The School Nurse or a properly trained school employee may administer emergency medication to students, school employees, and visitors at the school when an individual is demonstrating signs or symptoms of a life-threatening emergency. A school employee may only administer emergency medication if the employee has voluntarily received training in recognizing a life-threatening emergency and the proper administration of emergency medication. Training must be provided by an Indiana licensed or certified health care provider whom the administration of emergency

medication is within the provider's scope of practice. An employee must provide the School Principle and the School Nurse with proof of training before administering emergency medication. The School Nurse and an employee of the school authorized to administer emergency medication shall review and administer the emergency medication in strict conformity with the manufacturer's guidelines. The School Nurse shall make a report when an emergency medication is administered and submit an electronic version of the report to the Department of Education within ten school days after the admiration of the emergency medication

6.07.5 Accidents. Every school will attempt to prevent accidents. Normal illness, scrapes, bruises, etc. shall be referred to the Principal's office for action by the School Nurse, secretary, or Principal or designee. The school will be equipped with a first-aid kit, & first-aid services will be administered by the School Nurse, Principal or designee, as provided by the "Administration of Medication" policy. Seriously injured or seriously ill students, who are permitted to go home, prior to regular dismissal, must be accompanied by the parent or parental representative, nurse, teacher, principal or designee. High school students may be permitted to drive home, unaccompanied, if parental or parental representative permission has been obtained. Written reports of all serious accidents must be prepared within 24 hours after such accident is known by the Principal. Reports should also include accidents occurring on school grounds during school hours, on the way to and from school. Extremely serious accidents must be reported to the Superintendent by telephone, at the earliest possible moment. All matters concerning the responsibility for an accident should be referred to the Superintendent of designee. Should an accident involve equipment or apparatus with reference to its position or condition, such equipment or apparatus shall not be moved, repaired, or used until instructions are received from the Superintendent.

**6.08 Student Supervision.** Children, attending school, shall be under the supervision of a teacher, principal or designee at all times during the school day. Students are not to be sent on errands away from school premises. Pupils shall not arrive at a building before the time designated by the building principal unless parents have made arrangements for supervision. When authorized to be in the school building, or on school grounds, students shall be supervised. After school activities, supervision should be provided for at least 30 minutes. A pupil shall never be released to an unidentified person. Occasionally, divorced parents or other relatives request permission to take a

child from school or to converse with the child at school. When the parent has been given legal custody of the child, Principals must be very tactful. In case there is a question about the right of the parent or relative to take the child from school, the principal is justified in requesting the person to show evidence that he/she has legal custody of the child or permission of the legal guardian. If the principal is unable to establish who has legal custody of the child, the Superintendent shall be contacted.

6.08.1 School Visitors. The Superintendent or Principal has the authority to prohibit the entry of any person to a school of the Corporation or to expel any person when there is reason to believe the presence of such person would be detrimental to the order of the school. The Superintendent or Principal shall promulgate administrative guidelines that are necessary for the protection of students and employees of the Corporation from disruption to the education programs. Rules regarding entry of person other than students, staff, and faculty upon school ground or premises shall be posted conspicuously at or near the entrance to school. All visitors shall report to the Principal's officer immediately upon entering the school. All employees shall inquire of any stranger loitering around school premises as to the reason for the individuals being on campus. In the interest of safety, an employee should report to the Principal's office any concerns as to the legitimacy of the visitor. If an individual refuses to leave the school premises after being requested to by the Superintendent or Principal, the Principal is authorized to require a local law enforcement office to assist in the removal of the individual.

#### **6.09 Drug Testing of Extra-Curricular/Co-Curricular Participants and Those Students Driving To or From School**

For the safety, welfare and best interests of the students of North Putnam Community School Corporation, and to promote drug-free lives both during and following high school, the School Corporation adopts a drug education and testing program for use by all high school extra-curricular/co-curricular participants or for students driving to or from school. Drug usage is incompatible with participation in extra-curricular activities within the School Corporation or for students driving to or from school. Such usage increases the risk of injury to the user as well as others. Consent to testing is a condition of participation in all extra-curricular/co-curricular activities. Extra-curricular/co-curricular activities include all school-sponsored groups organized to participate after the close of the school day, including but not limited to, athletics, band, choir, and clubs.

The primary purpose of random drug testing is not intended to be disciplinary or punitive in nature, but rather is intended as an aid in disclosing possible substance abuse problems, and as an extension of educational drug and alcohol programs. The goal of a Random Drug Testing Program is to identify a student with drug residues in his/her body, to provide notification to the custodial parent or guardian, and to educate, intervene, and direct students away from drug and alcohol abuse and toward a healthy, safe and drug-free adult life. The goals of this program are:

- A. To provide for the health and safety of students.
- B. To undermine the effects of peer pressure by providing an additional reason for students to refuse to use illegal drugs.
- C. To detect and act on a student's poor choices while the effects and consequences are reversible.
- D. To reduce injuries and illness which may be caused by students using drugs and alcohol while participating in extra-curricular, co-curricular, or driving to and from school grounds.
- E. To educate all students about the harm caused by the use of drugs and alcohol.
- F. To provide early warning to parents of substance abuse by their children.
- G. To encourage students who use drugs to participate in drug treatment programs.

The Board requires that each student participating in one (1) of the School Corporation's extra-curricular/co-curricular programs or students driving to or from school and his/her parent(s) sign a consent form by which they agree that the student will participate in a random drug-testing program conducted and paid for by the School Corporation.

The drug testing policy shall be distributed to all students and parents. Selection of persons to be tested shall be done in random and confidential manner to protect the identity of those being tested. The Corporation's drug-testing program may include urinalysis tests, saliva screening and/or breathalyzer screening.

A laboratory certified under the auspices of the Clinical Laboratory Improvement Act and the Joint Commission of Accreditation of Healthcare Organizations shall test the samples and an initial assay and a confirmation assay shall be performed before and sample is labeled "positive" for any particular drug. Confidentiality shall be maintained so that the identity of anyone testing positive is made known only to the student, his/her parents or guardian, and the Superintendent and the High School Principal.

If there is a suspension from participation or driving, other students shall not be told the reason unless the student chooses to do so. Suspension from extra-curricular/co-curricular activities will include contests and performances that take place after the regular school day. If the student is suspended from extra-curricular/co-curricular activities that constitute a portion of the student's grade in a course, an alternate assignment will be given to maintain student progress. This program shall not affect other School Corporation policies, practices, or rights in dealing with drug or alcohol use or possession where there is reasonable suspicion of use or possession obtained by means other than the random sampling provided for in this program.

A "positive" test under this program shall not be cause for automatic suspension or expulsion from regular school activities.

This policy and the supportive guidelines shall be included in the appropriate Student Handbooks.

#### Administrative Guidelines

The Board has determined the following guidelines for the scope of the drug-testing program:

- A. The Board has found that the objectives of the drug-testing program can be lawfully advanced by the random testing of participants in extra-curricular/co-curricular activities and those who drive to or from school at North Putnam High School.
- B. Urine and/or saliva samples submitted by participants will be tested for indications of the use of the following substances:
  - 1. Alcohol
  - 2. Tobacco
  - 3. Amphetamines
  - 4. Barbituates
  - 5. Benzodiazepines
  - 6. Cocaine Metabolite
  - 7. Opiates
  - 8. Phencyclidine (PCP)
  - 9. Marijuana
  - 10. Methadone
  - 11. Propoxyphene

**PROCEDURES:** The Board has determined the following procedures for the drug-testing program:

- A. Student participants in extra-curricular/co-curricular activities or students driving to or from school and the student's parent/guardian must agree in writing to comply with this policy when requested for the student to retain eligibility for these activities.

Students will be randomly selected for testing through identification numbers assigned by an independent provider certified under the auspices of the Clinical Laboratory Improvement Act and the Joint Commission of Accreditation of Healthcare Organizations and drawn from a pool of students agreeing to be tested. The laboratory will do the random selection of numbers identifying the students to be tested in each round of testing. Testing may occur on any day Monday through Friday. Students whose activities have temporarily ended as in the case of athletic programs, which are seasonal, will be maintained on the roster of students to be selected for testing. This will keep students conscious of the possibility of being tested at any time during the year.

B. Urine/Saliva/Breath sample collection and testing will be conducted by an independent testing laboratory. The maximum degree of privacy consistent with sample integrity will be utilized in the collection of urine samples from students.

Each student and his/her parent or legal guardian must consent in writing for the student to be randomly tested pursuant to the drug testing policy. No student will be allowed to participate in extra-curricular/co-curricular activities or be allowed to drive to or from school without this written consent. Along with the consent form, the family of each student will be given information about the dangers of illegal drug use.

When notified by the independent testing laboratory of the identification numbers of the students to be tested, an administrator or designee will ask the student(s) selected to report to a designated area. The administrator or designee will escort the student to the testing site and the "Collector" will obtain a urine sample from each student to be tested using the following procedure:

1. The student will remove outer garments such as a coat or jacket and empty their pockets and the collector will visually verify compliance.
2. The student will wash his/her hands.
3. The collector will open the specimen container in the presence of the student.
4. The collector will check the restroom stall for anything unusual, flush the toilet, and treat the water with dye.
5. The collector will remain outside the restroom or restroom stall during the collection. The student will attempt to deliver at least 30 ml. of urine directly into the specimen container provided by the collector.
6. The collector will make written notes on any unusual circumstances regarding the student or the specimen on the chain of custody form in the record book.
7. The collector will visually check the specimen for signs of contamination, check the specimen temperature (must be between 90.5 degrees F. and 99.8 degrees F.) and record the information requested on the container and the chain of custody form.
8. The collector will seal the specimen in full view of the student, and both the collector and student will date and initial the specimen tape.
9. The collector and student will sign the chain of custody form.
10. The collector will deliver the specimen to the independent testing laboratory per their directions.

If the student is unable to provide a sample, s/he will be given up to twenty-four (24) ounces of tap or bottled water provided by the school and asked to attempt the procedure again. If a student is still unable to provide a sufficient sample, s/he will be given up to two (2) hours with which to provide a sample. If after two (2) hours a student is unable to provide a specimen, the student will be given the option of providing a saliva specimen. Failure to provide a specimen or refusal to provide a specimen will have the same consequences as a positive test.

#### "Positive" Test Results Procedure:

The principal and/or designee will be notified of a student testing "positive". A "positive" test is a test that shows that drug residues are in the student's system by both an initial assay and a confirmation assay.

A "positive" test on a "rapid" saliva specimen will require further analysis by requiring a urine specimen. Failure to submit to a urinalysis will result in sanctions being imposed based upon the initial "positive" test on the "rapid" saliva specimen.

The principal shall notify the student and his/her parent or guardian the results of a "positive" drug test.

Any and all sanctions will immediately be imposed upon notification to a parent.

#### Appeal Process:

##### Appeal A:

Within 2 business days, the student and/or his/her parent or guardian may submit to the principal any documented prescription, explanation, or information which will be considered in determining whether a "positive" test has been satisfactorily explained. If the "positive" test can be satisfactorily explained any and all sanctions will be lifted. If it has not been explained student and/or his/her parent/guardian may request appeal in the following manner.

##### Appeal B:

Within 2 business days of notification of a "positive" drug test result, the student or his/her custodial parents/guardians may appeal the test results by requesting that the remaining portion of the sample be tested again by the laboratory or another accredited laboratory at a cost to the student or his/her custodial parents/guardians. If such a request is made to have another accredited laboratory test the sample, the laboratory used by the school will forward the chemical specimen directly to the new laboratory which must be NIDA approved. If the result from the re-testing is negative, the student's record will reflect that result, and any and all sanctions will be lifted.

Individuals may request either, both, or neither appeal following a "positive" drug test. The decision of the principal or designee following the appeal process is final and binding.

#### FINANCIAL RESPONSIBILITY:

The School Corporation will pay for all initial random drug tests, all initial reasonable suspicion tests and all initial "follow-up" tests for return to participation. All other testing will be paid for by the student and/or his/her parent or guardian.

**CONFIDENTIALITY:** Under this drug testing program, any staff member, coach, or sponsor of the School Corporation who may have knowledge of the results of a drug test will not divulge to anyone the results of the test or the disposition of the student involved, other than in the case of a legal subpoena being made upon that person in the course of a legal investigation.

#### Sanctions:

The consequences of all substance abuse violations shall be cumulative throughout the student's high school career.

#### Tobacco\*

Any participating student whose drug test administered pursuant to this policy renders a "positive" test result of only Tobacco (Nicotine/Cotinine) will be subject to the following consequences:

*First Positive Result* - The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. The student and his/her parent or legal guardian shall be provided with a list of community resources whereas the student can receive counseling and help to quit. The student will be required to meet with a counselor at school at least 6 times within the first 30 days where he/she will receive some educational opportunities regarding the dangers of nicotine/tobacco use. If the student fails to follow through with requirements set forth a suspension shall be imposed until all requirements have been met. The student may continue to participate in practice and contests, but will be subject to recurring drug tests, not random, at times not to be previously disclosed to the student to deter him or her from committing a subsequent violation of the policy for one (1) calendar year.

*Second Positive Result*— The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. The student will be suspended from contests for thirty (30) calendar days and twenty-five percent (25%) of the current or next extra-curricular activities as the result of a positive drug test. These suspensions may run concurrently when a student is currently actively involved in an activity. The student may continue to participate in practices. The student will also be subject to recurring drug tests, not random, at times not to be previously disclosed to the student to deter him or her from committing a subsequent violation of the policy for one (1) calendar year.

*Third Positive Result* - The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. The student will be suspended from all extra-curricular activities for ninety (90) school days and fifty percent (50%) of the current or next extra-curricular activities. The student may not continue to participate in practices. The student will also be subject to recurring drug tests, not random, at times not to be previously disclosed to the student to deter him or her from committing a subsequent violation of the policy for one (1) calendar year.

*Fourth Positive Result* - The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. The student will be suspended from all extra-curricular activities for one hundred and eighty (180) school days. The student may not continue to participate in practices. The student will also be subject to recurring drug tests, not random, at times not to be previously disclosed to the student to deter him or her from committing a subsequent violation of the policy for one (1) calendar year.

*Fifth Positive Result* - The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. Upon the student's fifth

positive result for tobacco the student will be suspended from participation in all extra-curricular activities for the remainder of his/ her high school career.

\*A positive drug screen for a student over the age of 18 and not involved in any extracurricular activities will result in notification to the student/parent, but will not result in any sanctions.

All other Tested Substances:

*First Positive Result* - The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. The student and his/her parent or legal guardian shall be provided with a list of community resources whereas the student can receive counseling and help to quit. The student will be required to meet with a counselor at school at least 6 times within the first 30 days where he/she will receive some educational opportunities regarding the dangers of drug use. If the student fails to follow through with requirements set forth a suspension shall be imposed until all requirements have been met. The student will be suspended from contests for thirty (30) calendar days and twenty-five percent (25%) of the current or next extra-curricular activities as the result of a positive drug test. These suspensions may run concurrently when a student is currently actively involved in an activity. The student may not continue to participate in practices. The student will also be subject to recurring drug tests, not random, at times not to be previously disclosed to the student to deter him or her from committing a subsequent violation of the policy for one (1) calendar year.

*Second Positive Result* - The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. The student will be suspended from all extra-curricular activities for ninety (90) school days and fifty percent (50%) of the current or next extra-curricular activities. The student may not continue to participate in practices. The student will also be subject to recurring drug tests, not random, at times not to be previously disclosed to the student to deter him or her from committing a subsequent violation of the policy for one (1) calendar year.

*Third Positive Result* - The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. The student will be suspended from all extra-curricular activities for one hundred and eighty (180) school days. The student may not continue to participate in practices. The student will also be subject to recurring drug tests, not random, at times not to be previously disclosed to the student to deter him or her from committing a subsequent violation of the policy for one (1) calendar year.

*Fourth Positive Result* - The participating student and his/her parent or legal guardian will be required to attend a conference with the principal or designee. Upon the student's fourth positive result the student will be suspended from participation in all extra-curricular activities for the remainder of his/her high school career.

**6.10 Student Searches and Questioning.** The principal or designee has the authority to conduct reasonable searches of students' belongings and of their persons, at any time, when deemed necessary. School authorities may use outside agencies to assist in searches.

6.10.1 Locker Inspections. All lockers made available for student use on the school premises, including lockers located in the hallways, physical education and athletic dressing rooms, industrial, vocational and art classrooms, are the property of the school corporation. These lockers are made available for student use in storing school supplies and personal items necessary for use at school, but the lockers are not to be used to store items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or which are prohibited by state law or school rules. A student do not expect to have an expectation of privacy in that locker or the locker's contents.

6.10.2 Desk Inspections. All desks made available for student use on the school premises are the property of the school corporation. The desks are not to be used to store items which cause, or can reasonably be foreseen to cause, an interference with school purposes or an educational function, or which are prohibited by state law or school rules. A student does not have an expectation of privacy in a desk or its contents.

6.10.3 Questioning and Apprehension by Third Persons. Pupils shall not be questioned in school or their persons, personal effects or lockers searched other than by school employed personnel & shall not be removed from school or school-related activities by non-school personnel, except where the parents have consented to this action, such consent shall be effective only if it is given with knowledge of the possible consequences of the consent, or by persons with police authority pursuant to a court order or other legal process, provided that the parents are notified as soon as reasonably possible, and if reasonably possible, before carrying out such order. Questioning or apprehension may be made by persons with police authority who are investigating or enforcing law relating to criminal conduct occurring on school grounds or in the carrying out of school functions off school grounds where the conduct has caused an immediate and direct disruption of the operation of school or such function, or criminal conduct creating an immediate & direct disruption of students coming

to or going from school or a school function. Finally, questioning or apprehension can be conducted by persons with police authority, who possess a court order or warrant, or other legal process in cases of suspected child abuse. In cases of suspected child abuse, parents shall be notified by the investigating agency and not by the school authorities.

**6.11 Transportation Behavior.** Quiet, orderly behavior is required of all riders. Every driver, at the beginning of each school year, will acquaint students with the type of conduct desired by advising them of the rules for conduct on the bus. Every driver has the authority to assign seats to any and all students. A pupil whose behavior is such that it constitutes a safety hazard or causes disruption on a bus shall be reported by the driver to the Principal and/ or the Superintendent. If, in the driver's opinion, conditions at any time are of such a serious nature that to continue would be hazardous, the bus shall be stopped until the condition has been corrected. The driver will request assistance as needed from other school system personnel or the police department. Building Principals have the authority to suspend riding privileges of any student for one day, when the Principal deems such action necessary. Drivers shall follow prescribed guidelines when suspending students. The Principal and/or the Superintendent has full authority to deny any student who misbehaves the right to ride a bus for a specified or indefinite period of time.

**6.12 Service Animals.** Students, employees, parents, vendors and other members of the public may be accompanied at a school building of the Corporation by a service animal in accordance with Federal and State law.

6.12.1 Service Animal Defined. A service animal is a dog that is trained to provide services such as hearing, guidance, mobility assistance, autism service, seizure alerts and other services as defined by the American with Disabilities Act. Comfort animals are not considered service animals.

6.12.2 Certification. All service animals brought on Corporation property on a regular basis must be certified. An individual using a service animal on a regular basis must present the Superintendent or Building Principal with proof of certification.

6.12.3 Individual Education Plans. A student's need for and use of the service animal must be addressed in the student's individual education plan (IEP).

6.12.4 Student Disruption. The Board recognizes that the presence of a service animal in a class room may cause disruption due to allergies, fear of dogs, etc. A student who possess an allergy to dogs, has a fear of dogs, or otherwise does not feel comfortable around a dog may file a written notice to the Building Principal at any time. After receipt of a notice, the Building Principal has determine the most appropriate course of action to accommodate both students.

6.12.5 Removing a Service Animal. In instances when a service animal has demonstrated that it is not under the control of the student or its handler or the animal is not housebroken, the Principal will document the behavior and determine if and when the service animal is to be removed from the Corporation property. If the determines that a service animal should be removed, the Principal must notify the Superintendent in writing immediately after the removal of the animal. The Principal's decision to remove a service animal from Corporation property may be appeal to the Board.

## Chapter 7 - Instructional Program

### 7.01 Strategic and Continuous School Improvement and Achievement Plan.

7.01.1 Administrative or Instructional Personnel Reports. The Board may request reports from administrative or instructional personnel concerning curriculum and instruction.

7.01.2 Superintendent Annual Report. The Superintendent shall write a year-end report of activities and significant accomplishments of the Corporation. This report shall reflect the corporation level and building level objectives for the school year based upon the objectives adopted the previous fall. A preliminary report will be given to the Board at the Board Meeting in July for consideration and review. A final report will then be given to the Board for adoption as the official year-end report.

**7.02 Curriculum.** Curriculum is fundamental to a school's operations. Changes in the curriculum have significant impact upon the entire school process. The development of and modification to the curriculum of the Corporation should be made in a formal and systematic matter. Therefore, the Board, professional staff, students and members of the community should have clearly defined roles and opportunities to participate in the process.

7.02.1 Development and Modification. The Superintendent will develop and implement a curriculum planning strategy.

7.02.2 Curriculum Program Plans. A program plan will be developed and maintained and will represent the current instructional program for the Corporation. The program plan will provide administrators, teachers, students and parents with information about the entire instructional program.

The program plan shall provide the philosophy of the Corporation relative to that subject area as well as the sequential objectives to be taught in all subjects and grade levels. The program plan will assist educators in providing continuity of instruction. Failure of administrators and teachers to be cognizant of and in compliance with the adopted curriculum program plans will constitute insubordination.

7.02.3 Evaluation. The Corporation will comply with rules and regulations established by state and federal agencies in the continuous

evaluation of the curriculum necessary to meet the needs of the students and in the development and modification of the curriculum.

**7.03 Special Education.** A program of special education will be conducted to meet the needs of students with disabilities in compliance with federal and state laws and regulations. Programs may be provided independently by the Corporation or in cooperation with the Old National Trail Special Services Cooperative.

#### **7.04 Extension of Education.**

7.04.1 Summer School. The Corporation conducts various summer school programs for students living within the school district. Specific programs will be authorized by the Board following a formal recommendation by the Superintendent. Programs may be canceled for lack of enrollment, lack of qualified personnel, lack of funds, or other reasons determined by the Superintendent. The same rules and regulations concerning a student's behavior, rights and responsibilities will apply to summer school as applied during the regular school year.

7.04.2 Continuing Education. Additional educational programs may be offered directly by the Corporation and/or other educational agencies. The Superintendent shall coordinate details of these educational programs.

**7.05 Instructional Materials.** The Board is committed to the development of an informed and responsible citizenry. As elected community officials, the Board recognizes its responsibility to be sensitive to community standards in the performance of its duties. The Board also recognizes that, in a pluralistic society, differing points of view exist which cannot be ignored because of partisan or doctrinal preferences. Thus, the Board affirms each student's right of access to materials which may reflect a variety of values and entrusts to the professional judgment of the administration and teaching staff the selection of appropriate required instructional materials.

#### **7.05.1 Textbooks**

7.05.1.1 Adoption of Textbooks. The Superintendent will recommend to the Board the adoption of all textbooks. In the selection of such textbooks he/she will enlist the cooperation of special committees of teachers, principals, parents and

representatives from student and community groups as deemed appropriate and in compliance with Indiana law.

7.05.1.2 Textbook Rental Program. Textbooks will be made available to all students by means of a textbook rental program. The Board will annually approve the amount for textbook rental and fees. Rental fees shall be paid at the time of enrollment or through a planned program of payment throughout the school year. The administration is authorized to collect unpaid textbook rental fees through all available legal means.

7.05.1.3 Textbook Assistance. Parents or guardians may apply for textbook assistance in accordance with the guidelines which shall be distributed at the beginning of each school year. Parents not qualifying for free textbooks shall be responsible for the payment of all textbook rental fees.

7.05.2 Supplemental Instructional Materials. Supplemental instructional materials will be selected for classrooms and libraries for their ability to enrich, reinforce and supplement the curriculum for the classroom. Materials shall not be excluded because of the race, nationality, or the political or religious views of the writers.

7.05.3 Objection to Instructional Materials. The Board shall not allow a citizen, group of citizens, or parent to determine the accessibility of adopted textbooks and supplemental instructional materials for students other than their own children. However, the Board does recognize the right of an individual parent to restrict his/her child from using certain materials, provided a written request is made to the appropriate building principal. Criticisms of instructional materials shall be submitted in writing to the Superintendent. Allegations thus submitted will be examined in accordance with the written procedure established by the Superintendent. The final decision for the removal or modification of any instructional materials shall rest with the Board.

## **7.06 Media Center Materials.**

7.06.1 Definition of Material. The word “material(s)” as used in this Media Center Selection Policy includes the following: books, periodicals, pamphlets, pictures, maps, films, filmstrips, recordings, audiotapes, video tapes, compact discs, laser discs, computer software,

and all other materials which are used by the students and faculty in fulfilling the curriculum requirements of the school corporation.

7.06.2 Objectives of Selection. The primary objective of the Corporation's media centers is to implement, enrich and support the educational programs of the Corporation. It is the duty of the centers to provide a comprehensive and wide range of materials on all levels of difficulty, with diversity of appeal, and the presentation of different points of view. It is the further duty to provide materials which will enrich and support the curriculum and stimulate growth in factual knowledge, literary appreciation aesthetic value and ethical standards. The centers will seek to include materials which provide information on opposing sides of controversial issues so that young citizens may develop their skills in judgment and critical analysis.

7.06.3 Responsibility for Selection of Materials. The responsibility for the selection of media center materials will be delegated to the professionally trained personnel employed by the school system including principals, teachers, supervisors and media specialists. The responsibility for coordinating the selection of materials and making a recommendation for purchase rests with the professionally trained media personnel.

7.06.4 Criteria for Selection of Instructional Materials. When making decisions regarding the selection of instructional materials, consideration will be given to the needs of each individual school based on curriculum and the school's existing collection as well as requests from faculty and students. In addition, the following factors will be considered in making decisions regarding the selection of materials: the timeliness or permanence of the materials; the importance of the subject matter; the quality of the writing/production, the readability and popular appeal, material's authoritativeness, the reputation of the publisher/producer; the reputation and significance of the author/artist/composer/producer, etc., the format and the price.

In addition, the media specialist will evaluate the existing collection and may consult with reputable, unbiased, and professionally-prepared selection aids as well as a media selection committee, appointed by the principal to serve in an advisory capacity when considering the selection of materials for purchase.

7.06.5 Challenges to Materials in Media Center. Occasional objections to a selection will be made by the public, despite the care taken to select valuable materials for student and teacher use. The principles of the freedom to read and of the professional responsibility of the staff must be defended, rather than the materials. A file will be kept on materials likely to be questioned or considered controversial.

7.06.6 Procedures Followed if Complaint Made. If a complaint is made, the individual receiving the complaint shall be courteous, but make no commitments. He/she shall further invite the Complainant to file his objections in writing and offer to send him a prepared questionnaire such as the one prepared by the National Council of Teachers of English, so that he may submit a formal complaint to the media committee.

During the investigation of the complaint and prior to a decision of the media committee, the material should be temporarily withdrawn. The Superintendent and the media supervisor will be advised of the complaint. Upon receipt of the complaint, the Superintendent will appoint a media review committee which may consist of one or more professional staff members; one or more parents; one or more students; and one or more media specialists. In addition, the Superintendent will be an ex officio member of the committee.

The media committee will meet within 30 days and read and examine the materials referred to it. After reading the materials, the media committee will check the general acceptance of the materials by reading reviews. The committee will then weigh values and faults against each other and form opinions based on the material as a whole and not on passages pulled out of context.

Once the committee members have had an opportunity to review and evaluate individually, the members will meet to discuss the material and prepare to report on it. A copy of the report will be filed in the school and administrative offices. The committee's decision shall then be reported to the Superintendent in writing. The Superintendent will advise the Complainant, in writing, of the committee's decision and advise the Board of the action taken or recommended. The Complainant may then appeal this decision to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board. The Board

shall review the case in public session and advise the Complainant, in writing, of its decision.

7.06.7 Removal of Challenged Material. No challenged material may be removed from the media center collection except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

**7.07 Copyrighted Materials.** Copyright is the exclusive right that protects an author, composer, or programmer from having his or her work published, recorded, exhibited, translated, or reproduced by way of copies and other versions, except by permission. The purpose of the copyright is to encourage the development of new and original works and to stimulate their wide distribution by assuring that their creators will be fairly compensated for the contributions to society. The Corporation will follow all laws and regulations regarding copyrighted materials.

7.07.1 Exceptions to Copyright Regulations Upon Request. In order to copy materials from a copyrighted work not otherwise permitted by law, a proper request for permission must be made. Upon receipt of permission, the copied materials may be used as expressly permitted. Request for permission must be in writing and should be sent, together with an envelope addressed to the sender, to the permissions department of the publisher of the work. The request should include the title, author or editor, and the edition of materials for which permission is sought; the exact materials to be used, with specification of amount, page numbers, chapters, including, if possible, a photocopy of the material; the number of copies to be made; the use to be made of the duplicated materials; the form of distribution; whether or not the copies will be sold; and the process by which the material will be reproduced. A copy of the written permission granted by the publisher or copyright owner shall be preserved by the Superintendent.

7.07.2 Exceptions to Copyright Regulations for Library Media Specialists. Library media specialists and media staff are protected from copyright infringement violation by users of equipment under their jurisdiction if every duplication machine is posted with a copyright warning to the effect that the use of this machine to reproduce copyrighted material beyond the legal fair use is punishable by fine and/or imprisonment of the user.

### 7.07.3 Regulation of Literary Materials.

7.07.3.1 Single Copy Use of Literary Materials. A single copy may be made for any of the following by or for a professional staff member at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class, a chapter from a book, an article from a periodical or newspaper, a short story, short essay or short poem, whether or not from a collective work, and a chart, graph, diagrams, drawing, cartoon or picture from a book, periodical or newspaper.

7.07.3.2 Multiple Copies of Literary Materials for Classroom Use. Multiple copies (not to exceed in any event more than one (1) copy per student in a course) may be made by or for the professional staff member giving the course for classroom use or discussion, provided that the material copied is brief and the copying is spontaneous and no-cumulative as measured by the definitions of brevity, spontaneity, and cumulative effect below; and that each copy includes a notice of copyright.

7.07.3.3 Prohibitions. Copying shall not be used to create, replace or substitute for anthologies, compilations, or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or reproduced and used separately. There shall be no copying of or from works intended to be consumable in the course of study or of teaching. Consumable works include workbooks, exercises, standardized tests, test booklets, answer sheets, and like material. Copying shall not substitute the purchase of books, publishers' reprints, or periodicals. Copying shall not be directed by higher authority or be repeated with respect to the same item by the same professional staff member from term to term. No charge shall be made to a student for copied material.

### 7.07.4 Televised Material

7.07.4.1 Unauthorized off-air recording of television broadcast programs. A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained for a period of

forty-five (45) calendar days after the date of the recording. At the expiration of the retention period the recording must be erased or destroyed.

7.07.4.2 Use of Off-Air Recordings. An off-air recording may be used once by individual teachers in the course of relevant teaching activities and may be repeated once only when instructional reinforcement is necessary, in the classroom or similar place of instruction or the home of a student receiving home instruction, during the first ten (10) school days in the retention period. After the first ten (10) school days, an off-air recording may be used during the remainder of the retention period only to permit teachers to evaluate its effectiveness in the instructional period.

7.07.4.3 Recordings Done Upon Request. Off-air recordings may be made only at the request of and used by individual teachers and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.

7.07.4.4 Number of Copies. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.

7.07.4.5 Use of Off-Air Recordings. Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

## 7.07.5 Music

7.07.5.1 Permissible Uses of Music. Emergency copies of printed music may be made to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies are substituted in due course.

7.07.5.2 Use Other Than Performance. For academic purpose other than performance, multiple copies of excerpts of works may be made, provided the excerpt does not comprise a part of the whole which would constitute a performable unit such as a section, movement or aria, but in no case more than ten percent (10%) of the work. The number of copies shall not exceed one (1) copy per student.

7.07.5.3 Single Copies of Music. A single copy of an entire performable unit (section, movement, aria, etc.) that is confirmed by the copyright proprietor to be out of print or unavailable except in a larger work, may be made by or for a teacher solely for the purpose of his/her scholarly research or in preparation to teach a class.

7.07.5.4 Use of Printed Copies. Printed copies that have been purchased may be edited or simplified provided the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.

7.07.5.5 Single Copy of Recordings. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher. A single copy of a sound recording of copyrighted music may be made from sound recordings owned by the Corporation or by an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the Corporation or the teacher. (This pertains only to the copyright of the music itself and not to any copyright that may exist in the sound recording).

7.07.5.6. Prohibitions. Except as otherwise provided herein, the following practices are prohibited: copying to create or replace or substitute anthologies, compilations, or collective works; copying works intended to be consumable in the course of study or teaching (such as workbooks, exercises, standardized tests, answer sheets, and like materials); copying for the purpose of performance; copying for the purpose of substituting the purchase of music; and copying without inclusion of the copyright notice that appears on the printed copy.

7.07.6 Software. A computer program may be copied or adapted provided that the new copy or adaptation is created as an essential step in the utilization of the computer program in conjunction with a machine and that it is used in no other manner, or that such new copy or adaptation is for archival purposes only and that all archival copies are destroyed in the event that continued possession of the computer program should cease to be rightful. Adaptations so prepared may be transferred only with the authorization of the copyright owner.

7.07.7 Database Downloading. Teachers and students may use downloaded material for individual research or teaching. Without the express written consent of the database vendor, no teacher or student can keep archival copies of downloaded works; download a complete database or substantially complete work; or make the downloaded material commercially available.

**7.08 Access to Electronic Information, Services and Networks.** In making decisions regarding student access to the Internet, the Corporation considers its own stated educational mission, goals and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. The Corporation expects that faculty will incorporate thoughtful use of the Internet throughout the curriculum and will provide guidance and instruction to students in its use. As much as possible, access to the Internet should be structured in ways which point students to those resources which have been evaluated prior to use. While students will be able to move beyond those resources to others that have not been previewed by staff, they shall be provided with guidelines and lists of resources particularly suited to learning objectives. Students utilizing school-provided Internet access must first have the permission of and must be supervised by the Corporation's professional staff. Students utilizing school-provided Internet access are responsible for good behavior on-line just as they are in a classroom or other area of the school. The same general rules for behavior and communications apply. The purpose of school-provided Internet access is to facilitate communications in support of research and education. To remain eligible as a user, a student's use must be in support of and consistent with the educational objectives of the Corporation. Access is a privilege, not a right, and access entails responsibility.

7.08.1 Corporation Access to Electronic Information. Users should not expect that files stored on school-based computers will always be private. Electronic messages and files stored on school-based computers may be treated like school lockers. Administrators and

faculty may review files and messages to maintain system integrity and ensure that users are acting responsibly.

7.08.2 Prohibited Uses of Internet Access: The following acts will be prohibited on school-provided Internet access: the access, uploading, downloading or distribution of pornographic, obscene or sexually explicit material; the transmission of obscene, abusive or sexually explicit language; the violation of any local, state or federal statute; the vandalizing, damaging or disabling of the property of another individual or organization; the access of another individual's materials, information or files without permission; and, the violation of copyright laws or regulations or other use of the intellectual property of another individual or organization without permission.

7.08.3 Loss of Access to Internet. Any violation of the Corporation's policies and rules may result in loss of school-provided access to the Internet. Additional disciplinary action may be determined at the building level in keeping with existing procedures and practices regarding inappropriate language or behavior. Law enforcement agencies may also be involved when applicable.

7.08.4 No Warranties on Internet Access. The Corporation makes no warranties of any kind, either expressed nor implied, regarding the Internet access it is providing. Neither the Corporation nor any individual or entity within the Corporation will be responsible for any damage sustained by users related to their school-provided access to the Internet, including, but not limited to, damage arising from loss of data, delays or interruptions in service, damage to personal property or unauthorized financial obligations. Furthermore, neither the Corporation nor any individual or entity within the Corporation warrants the accuracy, nature or quality of information gathered through school-provided use of the Internet and neither shall be liable for damages sustained as the result of inaccurate or incomplete information so gathered.

7.08.5 Information Provided to Parents. Parents of students in the Corporation shall be advised that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate or potentially offensive to some people. Parents should further be advised that it is possible to purchase certain goods and services via the Internet which could result in unwanted financial obligations for which a student's parent or guardian would be liable.

While the Corporation's intent is to allow Internet access to resources serving to further educational goals and objectives, students may find ways to access other materials as well. However, the corporation believes that the benefits to students of access to the Internet exceed any disadvantages. Ultimately, however, parents and guardians of minors are responsible for setting and conveying the standards that their children should follow when using media and information sources. Toward that end, the Corporation's complete Internet policy and procedures will be made available upon request by any parent, guardian, or other member of the community. The Corporation further provides parents and guardians the option to request that their minor children not be permitted school-provided access to the Internet.

## **7.09 Computer Usage Guidelines.**

7.09.1 User Accounts. Users are to have valid, authorized accounts and may only use those computer resources which are specifically authorized. Users are responsible for safeguarding their own computer account and should not allow another person to use their account unless authorized by the system administrator for a specific purpose. Passwords should be changed often to ensure that private and secure files are kept that way.

7.09.2 Change to Files. A user may not change, copy, delete, read or otherwise access files or software without permission of the owner of the files or the system administrator. A user may not bypass accounting or security mechanisms to circumvent data protection schemes. A user may not attempt to modify Corporation software except when intended to be user customized.

7.09.3 Slowing Down System. A user may neither prevent others from accessing the system nor unreasonably slow down the system deliberately running wasteful jobs, playing games, engaging in non-productive or idle chatting, sending mass mailings or chain letters.

7.09.4 Distribution of Software. Users should assume that any software they did not create is copyrighted. They may neither Consent of the copyright holder nor violate copyright or patent laws concerning computer software, documentation or other tangible assets.

7.09.5 No Violation of Handbook. Users must not use the Corporation computer systems to violate any rules in the Corporation Policy Handbook, Faculty Handbook or Student Handbook or any local, state or federal laws.

7.09.6 Disclosure of Misuse. A user should disclose to the appropriate school authorities any misuse of computing resources or potential problems with the Corporation's computer systems security. A user shall further cooperate with the systems administrator and the Technology Coordinator in their investigation of abuses.

7.09.7 Examination of Files and Information. In connection with inquiries into possible abuses, the Corporation reserves the right, with the approval of the Technology Coordinator, to examine files, programs, passwords, accounting information, printouts or other computing material without notice. Privacy of any electronic or printed material examined during an investigation, will be protected under any applicable laws or regulations.

7.09.8 Penalties. Abuse or misuse of the Corporation's computing services may not only be a violation of this policy or user responsibility, but it may also be a violation of criminal laws. Therefore, the Corporation will take appropriate action in response to user abuse or misuse of computing services. Actions include, but are not limited to, suspension or revocation of computing privileges; seeking reimbursement to the Corporation for any resources consumed by the user; taking other legal action including an action taken to recover damages; referral to law enforcement authorities; and referral to the Corporation for disciplinary action.

## **7.10 Acceptable Use Practices for the Wide Area Network and the Internet .**

**7.10.1 Internet Activities.** The goal of participation in the Internet is to assist in the collaboration and exchange of information between the North Putnam Community School Corporation (NPCSC) and other schools and institutions.

The intent of this policy is to comply with the West Central Indiana Education Service Center (WCIESC) and the Indiana Department of Education Acceptable Use Policy and the stated purposes and acceptable use policies of any other networks utilized.

This acceptable user policy applies to all users accessing the network and equipment of the NPCSC, both on-site and remote connections through the gateway from the corporation by users.

7.10.1.1 All use of the network must be in support of education and research and consistent with the purposes of NPCSC and WCIESC.

7.10.1.2 Any use of the network for commercial or for-profit purposes is prohibited.

7.10.1.3 Extensive use of the network for personal and private business is prohibited.

7.10.1.4 Any use of the network for product and advertisement or political lobbying is prohibited.

7.10.1.5 Network accounts are to be used only by the authorized owner of the account for the authorized purpose.

7.10.1.6 Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network.

7.10.1.7 All communications and information accessible via the network should be assumed to be the property of the user but subject to review in accordance with the NPCSC Computer Usage Guidelines.

7.10.1.8 No use of the network shall serve to disrupt the use of the network by others; hardware or software shall not be destroyed, modified or abused in any way.

7.10.1.9 Malicious use of the network to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system is prohibited.

7.10.1.10 Hate mail, harassment, discriminatory remarks and other anti-social behaviors are prohibited on the network.

7.10.1.11 The illegal installation of copyrighted software for use on district computers is prohibited.

7.10.1.12 Use of the network to access or process pornographic material, inappropriate text files, or files dangerous to the integrity of any local area network is prohibited.

7.10.1.13 Subscriptions to News groups and LISTS must be reported to the building system operator (SYSOP). Name of SYSOP is in principal's office. Prior approval is required for students.

7.10.1.14 Mail from News groups and LISTS must be monitored daily and deleted from the personal mail directory to avoid excessive use of fileserver hard drive space.

7.10.1.15 From time to time, NPCSC will make determinations on whether specific uses of the network are consistent with the acceptable use practice.

7.10.1.16 Users will accept the responsibility of keeping copyrighted software of any kind from entering the local area network via the Internet.

7.10.1.17 Users may not use File Transfer protocol (FTP) to access any pornographic material, inappropriate text files, or files dangerous to the integrity of the local area network of the Internet.

7.10.1.18 It is the user's responsibility to maintain the integrity of the private electronic mail system. The user has the responsibility to report all violation privacy. Users have the responsibility to make only those contacts leading to some justifiable personal growth on the Internet. The user is also responsible for making sure all e-mail sent or received by him/her does not contain pornographic material, inappropriate information, or test-encoded files that are potentially dangerous to the integrity of the local area network or the Internet.

7.10.1.19 Users will be required to log all connections made while on-line with the Internet. The type of connection will be

identified and all file transfers while on-line must be included in this log.

7.10.1.20 NPCSC reserves the right to log Internet use and to monitor fileserver space utilization by users while respecting the privacy of user accounts.

7.10.1.21 NPCSC reserves the right to temporarily remove a user's account on the network to prevent further unauthorized activity.

7.10.1.22 The NPCSC Internet Provider reserves the right to temporarily disconnect a NPCSC school to prevent further unauthorized activity.

## **7.11 Responsibilities for Those Using the Internet, LAN or Equipment of NPCSC.**

It is a user's responsibility to:

7.11.1 Exercise his/her right to use a hardware or software as an educational resource shall also accept the responsibility for the preservation and care of that hardware and/or software. Only those users with instruction or prior experience shall be authorized to use any hardware or software.

7.11.2 Obtain the prior consent of the Technology Coordinator or teacher before any software is installed. Each user is responsible for any software that he/she installs on the hardware on school premises.

7.11.3 To log all connections made while on-line with the network. All connections made to sites outside the LAN network installed at any NPCSC building must be included in this log. All file transfers made while on-line with the network both within LAN and outside the LAN must be included in this log.

7.11.4 For keeping a log of all contacts made on the network and Internet. The full Internet address of correspondents on the network must be included in this log. A count of all mail received must be included in this log. The user is not responsible for logging the content of any mail received via the Internet.

7.11.5 Make sure no hardware or software is destroyed, modified or abused in any way.

7.11.6 Ensure printed documents do not exceed ten pages in length for all laser printers and twenty pages in length for all dot-matrix printers with continuous feed paper. A user must request permission from the teacher for documents exceeding these maximums.

7.11.7 Keep images containing pornographic material or material otherwise deemed inappropriate for school use from being printed on any printer or plotter and being used on school premises.

7.11.8 Make sure no copyrighted software enters the school via modem.

7.11.9 Keep pornographic material, inappropriate text files, and files known to carry harmful viruses off school premises.

7.11.10 Access the Internet via modem only at the specific times allocated to the local school or at time set aside from general access.

7.11.11 Make sure that all food and drinks are kept away from all computers.

## **7.12 Disciplinary Action for Violation of Acceptable User Policy.**

7.12.1 The violations on the preceding pages are not all-inclusive, but only representative and illustrative. A user who commits an act of misconduct which is not listed may also be subject to disciplinary action. In addition, if a student is receiving Special Education services, the applicable State Board guidelines will be followed.

7.12.2 Staff intervention strategies such as teacher/student conferences, auxiliary staff/student intervention and teacher/parent contact are to be made for acceptable use policy violations when referring for administrative action. Any or all of the following intervention strategies and disciplinary actions may be used by administrators.

7.12.3 Minimum Actions:

7.12.3.1 Administrator/student conference or reprimand.

### 7.12.3.2 Additional Actions As Deemed Appropriate

7.12.3.3 Required to seek assistance in learning the proper procedures before he/she is allowed to use computer equipment of NPCSC.

7.12.3.4 Administrator/Parent contact.

7.12.3.5 Referrals and conferences involving various support staff or agencies.

7.12.3.6 Behavioral contracts.

7.12.3.7 Required to serve a maximum of one day suspension from using all computer equipment of NPCSC  
7.12.4.6 Confiscation of inappropriate item(s).

7.12.3.8 Restitution/Restoration.

7.12.3.9 Denial of participation in class and/or school activities.

7.12.3.10 Banned from access to the Internet for one (1) to five (5) days.

7.12.3.11 Banned from using all computer equipment, networks, or Internet.

7.12.3.12 In-school suspension from one (1) to five (5) days.

7.12.3.13 Deferred or pending suspension.

7.12.3.14 Out-of-school suspension from one (1) to ten (10) days.

7.12.3.15 Other intervention strategies as needed.

7.12.4 Repeated violations may warrant permanent removal of use privileges on the NPCSC LAN and Internet Networks.

7.12.5 Users have the conditional right to sign-up for LISTS or news groups on the Internet. It is a user's responsibility to make all subscriptions to news groups and LISTS known to the technology facilitator or teacher. Approval is required by the Technology

Coordinator prior to requesting a news group and/or LIST from the network.

7.12.6 A user is responsible for all files stored or printed under his or her user account without exception.

7.12.7 It is a facilitator's/teacher's responsibility to maintain the privacy of the users of electronic mail. The faculty has the responsibility to include a user in all acts of viewing, modifying or removing that user's electronic mailbox; except upon termination of accounts, when a user will not be present.

7.12.8 The Technology Coordinator or teacher or building administrator will be responsible for reviewing all audit trails created by the Novell and ICLAS software and those logs found near each computer capable of accessing the Internet. The Technology Coordinator and/or teacher is responsible for determining and uncovering incorrect usage of the network and is also responsible for informing other faculty members and the user in question.

### **7.13 Instructional Methods.**

7.13.1 The North Putnam Community School Corporation is not committed to any single method of teaching. Successful teaching manifests itself in the growth and development of children. Such teaching safeguards the personal integrity and emotional stability of the pupil.

7.13.2 Experimentation and use of new techniques is encourage if based upon sound research findings and with the cooperation and approval of the principal, department chairpersons and the Superintendent.

7.13.3 Teachers are required to maintain a written plan in terms of the semester organization of their work. If addition, written weekly lesson plans are required.

7.13.4 The curriculum, as defined in the North Putnam Community School Corporation Curriculum Guide, shall be the basis for instruction in all classes.

## **7.14 Homework.**

7.14.1 The North Putnam Community School Corporation recognizes the importance of parents and teachers serving as partners in the education of the student and, therefore, supports the practice of assigning reasonable homework as a part of the learning process.

7.14.2 Homework is an assignment to be completed during a period of supervised study in class or an out of class assignment that contributes to the educational process of the student. It is an extension of the classroom instruction and is related to the objectives of the curriculum presently being studied. Homework assignments must be creative and challenging and must enhance classroom learning. Homework should be reserved primarily for either the reinforcement of those skills which have already been introduced, or project which are extensions of classroom work; further, such homework should reflect the ability and needs of the individual student.

7.14.3 The practice of using homework or academic assignments as a disciplinary action is discouraged.

## **7.15 Student Assessment.**

7.15.1 A uniform philosophy of student evaluation shall be used within each of the following: Kindergarten teachers; teachers of grades one through three; teachers of grades four and five; teachers of grades six through eight; and teachers of grades nine through twelve.

7.15.2 Adequate reports of pupil progress shall be made to parents of all children enrolled. These reports may be grade card reports, teacher/parent conferences, and/or written reports.

7.15.3 These reports shall be made to parents at least six times a year in grades one through twelve and at least four times a year in kindergarten.

7.15.4 Teachers are also expected to keep in contact with parents via phone, letters, notes and/or personal contact whenever there is an academic concern with the student. In addition, the teacher shall alert parents to a negative change in the student's performance or a failing grade.

## **7.16 Promotion/Retention.**

7.16.1 The North Putnam Community School Corporation Board of School Trustees recognizes that the personal, social, physical and educational growth of children will vary, and that children should be placed in the educational setting most appropriate to their needs at the various stages of their growth. The normal expectancy for each student shall be to progress one grade level each year in kindergarten through grade eight and to accumulate sufficient credits each year at the high school level to meet graduation requirements. It shall be the policy of the North Putnam Community School Corporation that each student be moved forward in a continuous pattern of growth and achievement that is in harmony with the child's development. At student enrolled in special education shall be promoted or retained based on the opinion of the Case Conference Committee and the student's I.E.P.

7.16.2 No student who has successfully completed a grade shall be retained or allowed to repeat a grade in order to improve his/her athletic ability or lengthen his/her eligibility to participate in extracurricular athletic programs.

7.16.3 Advancement from one grade level to the next is EARNED by the student. In grades kindergarten through fourth, the age of the child, academic skill level, social development, school attendance, estimate of intelligence, transiency, past educational experiences, previous retentions, and present grade placements are all considered. A direct observation by the principal as well as teacher documentation must occur prior to a decision to retain a student. Notice of the possibility of retention must be given to parents as early as possible, not later than at spring parent-teacher conferences.

7.16.4 In grades five through eight a student will advance to the next grade if he/she is passing the majority of her/her classes. The majority MUST INCLUDE passing all language arts, mathematics, science and social studies classes. In grades nine through twelve a student will become a sophomore upon passing his/her required English and math classes and the completion of ten credits, a junior upon completion of twenty-one credits, and a senior upon the completion of thirty-one credits. All students are additionally subject to all regulations of the State of Indiana with regard to a graduation examination.

7.16.5 Exceptions to the above provisions may be made only upon the recommendation of the building principal and the professional staff after a contractual agreement is reached between school personnel, the parents, and the student. Said contract must include successfully completing a summer remediation program provided by the school or a private tutoring program determined to be beneficial to the student by the principal, professional staff and parents.

7.16.6 Regardless of the grades received, a student will not advance to the next grade level until he/she successfully passes the statewide test given at that grade level, or having failed the test, successfully completes a remediation program provided by the school or a private tutoring program determined to be beneficial to the student by the principal, professional staff and parents.

7.16.7 Successfully completing the remediation program provided by the school corporation will be determined by the professional staff after the student demonstrates mastery of a post-test or other program-ending assessments developed by the North Putnam Community School Corporation. Students receiving school approved private tutoring and not participating in the school corporation remediation program must demonstrate mastery of the post-test mentioned above.

### **7.17 Makeup Work.**

7.17.1 Procedures for make-up work shall be established, and make-up work shall be permitted when absences have been validated as acceptable and the maximum number of absences has not been exceeded.

7.17.2 At the secondary level, the primary responsibility for making up missed work is that of the student. The teacher shall facilitate this effort. Absences due to truancy and/or out-of-school suspension shall not be made up and the student shall receive an "F" grade for all assignments/work missed. Work missed as a result of in-school suspensions must be made up.

7.17.3 Parents of elementary students must make arrangements for make-up work with the child's teacher. Work missed as a result of all suspensions must be made up.

## **7.18 Graduation.**

### **7.18.1 Requirements.**

7.18.1.1 Academic standards tested in graduation exam. Core forty (40) course and credit requirements. After July 2018 the student must demonstrate college or career readiness through a pathway established by the State Board of Education.

7.18.1.2 Graduation requirements will conform to the Indiana graduation guidelines for each class.

## **7.19 Commencement Ceremony.**

7.19.1 The Board of School Trustees shall award a regular high school diploma to every student enrolled in this School Corporation who meets the requirements of graduation as established by the State of Indiana and this Board. There shall be only one (1) diploma awarded by this School Corporation and no distinctions shall be made between various programs of instruction. Exceptions shall be made for students who meet the state requirements for an Academic Honors diploma.

7.19.2 Special education students who are not able to earn credits for a high school diploma but who properly complete the program specified in their I.E.P. shall be awarded a Certificate of Achievement and shall participate in the graduation ceremony if recommended by the student's case conference committee.

7.19.3 Commencement exercises shall include only those students who have successfully completed requirements for graduation or special education program completion as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma or a certificate of achievement as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct so warrants.

7.19.4 The Board of School Trustees shall issue a diploma for a deceased student at the request of a parent of the student if the student:

7.19.4.1 Died while enrolled in grade twelve of a school in the school corporation; and,

7.19.4.2 Was academically eligible or on track to meet the requirements for the diploma at the time of death.

**7.20 Selection of Valedictorian and Salutatorian.** It shall be the policy of the North Putnam Community School Corporation that the senior student(s) with the highest grade point average at the end of eight (8) semesters of course work shall be designated the class valedictorian(s). The senior student(s) with the second highest grade point average at the end of eight (8) semesters of course work shall be designated the salutatorian(s). To be eligible for valedictorian and salutatorian designations, students must attend a state accredited high school for eight (8) semesters. Students transferring to the North Putnam Community School Corporation shall attend at least the last four (4) consecutive semesters at North Putnam High School to be eligible to be named valedictorian(s) or salutatorian(s). Students shall be on track to receive a Core 40 with Academic Honors diploma.

#### **7.21 Extra-curricular Activities.**

**7.21.1 Administration and Supervision.** Teacher supervision and sponsorship of extra-curricular programs is essential for their success. The building principal will develop, or cause to be developed written rules, regulation & guidelines for the effective operation of the extra-curricular programs and continuity among building programs.

#### **7.21.2 Student Eligibility.**

7.21.2.1 The Board of Trustees of the North Putnam Community School Corporation recognized that extra-curricular and/or co-curricular activities are important enrichment experiences. However, it is the position of the Board that participation in such activities is a student privilege and not a student right. Therefore, students must be in good academic standing and have good citizenship before they devote time to extra-curricular and/or co-curricular activities. Beginning with the 2002-2003 school year, the following eligibility requirements must be met before a student can participate in any extra-curricular activities, overnight trips, trips consuming class time, authorized class field trips, and/or certain co-curricular activities.

7.21.2.2 Extra-Curricular activities are defined as those activities that students participate in beyond the regular school day. These activities may or may not be related to a specific course offering, but they are not necessary to meet course requirements.

7.21.2.3 Co-Curricular activities are defined as activities in which a student's participation is required to partially fulfill the requirements of a particular course. Students are graded in some co-curricular activities, and in others, they are not. Students will be subject to the terms of this eligibility policy for those co-curricular activities where the student is NOT graded AND such other co-curricular activities as determined by the teacher/director, and approved by the principal. Such activities include, but are not limited to performances at athletic events.

7.21.2.4 In order to participate in any school sponsored extra-curricular and/or co-curricular activities, a student must be enrolled as a full time student in the North Putnam Community School Corporation and be in good standing with the school in an academic and behavioral sense. This means:

**In Grades 9 through 12.**

To participate in extra-curricular activities, a student must have passing grades in all subjects he/she is taking, and maintain a 95% attendance rate (excused absences will not count against a student) at the end of each grading period. Semester grades and attendance percentages shall take precedence over the last grading period. If a student does not meet these standards, he/she will not be allowed to participate in extra-curricular activities (performances, contests, and/or games) during the next grading period. A student may, however, continue to practice.

A student not meeting the above standards at the end of the second semester will not be allowed to participate in extra-curricular activities (performances, contests, and/or games) during the first grading period of the next school year. A student may, however, continue to practice.

Administrators, sponsors and/or coaches are authorized to conduct grade and attendance checks at any time'

Any student who is suspended from school for any disciplinary reason shall not be permitted to attend or participate in extra-curricular and/or co-curricular activities (practices, performances, contests and/or games) during the time of suspension.

Any student who is expelled from school for any disciplinary reason shall not be permitted to attend or participate in extra-curricular and/or co-curricular activities (practices, performances, contests and/or games) during the time of expulsion.

None of the above is seen as a forfeiture of the right and responsibility of the school administrators to protect the image of the school by removing a student from participation in any extra-curricular and/or co-curricular activity at any time that the student's participation is not in the best interest of the school corporation.

None of the above is seen as a forfeiture of the right of coaches or sponsors of extra-curricular and/or co-curricular activities to set additional approved rules, which regulates participation of students in extra-curricular and/or co-curricular activities.

A student must be in attendance for no less than one-half of the regular school day on the day he/she plans to participate in the extra-curricular and/or co-curricular activity.

The principal may allow a student to participate if the circumstances warrant.

It shall be the responsibility of the athletic director, sponsor, and/or teacher/director, under the direction of the principal, to determine the eligibility of participating student.

### **In Grades 6 through 8.**

To participate in extra-curricular activities, a student must maintain passing grades in all subjects he/she is taking, and maintain a 95% attendance rate (excused absences will not count against a student).

Administrators, sponsors and/or coaches are authorized to conduct grade and attendance checks at any time. Prior to the issuance of the first mid-term or nine (9) week report card, limits on participation are at the discretion of the sponsor or coach.

Students who receive an “F” on a mid-term or a grading period report card will be placed on probationary status for a period of two weeks to start immediately upon the issuance of the grade.

During the two-week probationary period, the student may practice, but may not participate in inter-school competition or events.

Students are to use the two-week period to raise their academic grade(s) to a passing level.

If, at the end of the probationary period, the student does not have passing grades in all subjects, he/she will be suspended from the activity (practices, performances, contests, and/or games) until the next reporting period (mid-term or nine week).

Any student who is suspended from school for any disciplinary reason shall not be permitted to attend or participate in extra-curricular and/or co-curricular activities (practices, performances, contests, and/or games) during the time of suspension.

Any student who is expelled from school for any disciplinary reason shall not be permitted to attend or participate in extra-curricular and/or co-curricular activities (practices, performances, contest, and/or games) during the time of expulsion.

None of the above is seen as a forfeiture of the right and responsibility of the school administrators to protect the image of the school by removing a student from participation in any extra-curricular and/or co-curricular activity at any time that the student’s participation is not in the best interest of the School Corporation.

None of the above is seen as a forfeiture of the right of coaches or sponsors of extra-curricular and/or co-curricular activities to set additional approved rules, which regulated participation of students in extra-curricular and/or co-curricular activities.

A student must be in attendance for no less than one-half of the regular school day on the day he/she plans to participate in an extra-curricular and/or co-curricular activity.

The principal may allow a student to participate if the circumstances warrant.

It shall be the responsibility of the athletic director, sponsor, and/or teacher/director, under the direction of the principal, to determine the eligibility of participating students.

**7.22 Student Conduct.** All policies, rules, regulations or guidelines pertaining to student behavior and conduct shall be in effect for extra-curricular activities.

**7.23 Inter-School Athletics.** The rules and regulations of the I.H.S.A.A. shall govern all appropriate interscholastic athletic programs except as stated otherwise by Board Policy.

**7.24 Approval of Student Participation.** Students going on a trip must have the permission of the teacher accompanying the group, the principal, and written permission of a parent(s)/guardian(s). Permission from parent(s)/guardian(s) shall be secured on a trip-to-trip basis except for organizations having many trips of similar nature in which case an annual permit shall be secured.

**7.25 Chaperones.** It is advisable on all trips outside the North Putnam area for parents to be encouraged and requested to participate as an aide to the teacher in charge of the trip. When a mixed group of students is going on a trip, both men & women teachers and/or parents should accompany the group. An employee or an official representative on the North Putnam Community School Corporation, other than a bus driver, shall ride with school groups with exceptions granted only by the building principal. Chaperones shall serve as agents of the school with appropriate responsibilities and authority.

7.25.1 All chaperones will be subject to a criminal background check before being authorized to serve the school.

**7.26 Overnight Trips.** Trips of an overnight nature must be approved by the Board of School Trustees.

**7.27 Special Programs.** Current special programs of the North Putnam Community School Corporation may include homebound instruction, summer school and summer recreation.

7.27.1 Additional services may be provided as the need arises and funds, facilities and personnel are available.

**7.28 Homebound Instruction Services.**

7.28.1 Homebound instruction service may be approved for children enrolled in the North Putnam Community School Corporation providing:

7.28.2 The enrolled student, due to physical, neurological or psychiatric-psychological handicap or disability is unable, even with the aid of transportation, to attend regular or special school classes within the Corporation, or special classes outside the district for which the Board of School Trustees might legally pay the tuition fees.

7.28.3 All decisions concerning such services and the length thereof shall rest with the Superintendent of Schools whose responsibility it is to establish and promulgate administrative procedures as required.

## Chapter 8 - School Lunch Program, Transportation and Electronic-Based Communication Technology

**8.01 School Lunch Program.** A school lunch program will be operated to supplement the educational program and provide nutritious meals for children.

**8.02 Administrative Responsibility.** The Director of Food Services shall be responsible for the school lunch program. The Director of Food Services will be responsible to the Superintendent.

**8.03 National School Lunch Act.** All students are encouraged to participate in the school lunch program. Each school is required to abide by the National School Lunch Act.

### **8.04 Free and Reduced Price Meals.**

#### 8.04.1. Eligibility

8.04.1.1 The building principal has been designated to approve the eligibility of a family for free meals and reduced price.

8.04.1.2 The income scale for free meals shall be in accordance with guidelines established by the Division of School Food and Nutrition, Department of Education, State of Indiana

#### 8.04.2 General Policies

8.04.2.1 At the beginning of each school year, all parents of children attending school shall be notified by letter of the availability of free and reduced priced meals as outlined in this statement. At the time, they shall also be provided an application form. Families of children enrolling in the school at any time during the school year shall receive this information at time of enrollment.

8.04.2.2 These policies will also be announced through the Media at the beginning of each school year. A copy of the local news release will be kept on file at the North Putnam Community School Corporation Administrative Office.

8.04.2.3 These policies and guidelines set forth herein will be applied objectively and uniformly to all students.

8.04.2.4 Meals will be served free or at reduced price to all children whose family incomes meet the eligibility standards.

8.04.2.5 Applications for free meals or reduced price will be accepted at any time during the school year.

8.04.2.6 Parents or guardians whose applications for free or reduced price are denied have the right to appeal this decision. Such appeals must be made to the Superintendent, who, as the hearing officer, will conduct a hearing of the case in accordance with the hearing guidelines prescribed in the U.S. Department of Agriculture Regulations, Part Sec. 245.7 and Sec. 245.8. During this period while the challenge is pending, the child must continue to receive free meals to which he/she is entitled under the eligibility announced by the sponsor.

8.04.2.7 Each school shall establish procedures for providing free or reduced price meals and accounting for such to each eligible pupil without obvious identification of said children by classmates.

**8.05 Adult Meals.** Employees of the North Putnam Community School Corporation and guests approved by the building principal may purchase meals at the price established by the Board of School Trustees.

**8.06 Transportation - Bus Ownership.** All buses shall be owned by the North Putnam Community School Corporation and operated only by its employees.

**8.07 Transportation - Hazardous Driving – Closing Schools.** Hazardous driving conditions, particularly during the winter months, may prohibit the operation of buses. Drivers are instructed to be in direct communication with the Transportation Office when conditions exist that may impair the safe operation of the buses. The final decision for the operating of buses rests with the Superintendent. When a decision is made not to operate the buses, the Superintendent will contact appropriate radio & TV stations. It will be the responsibility of each driver to listen for such announcements.

**8.08 Driver Reports.** Each driver shall file with the Superintendent all reports required by the State Superintendent of Education, the Board of School Trustees, and/or the Superintendent.

**8.09 School Bus Student Safety and Discipline.** Pupils transported to school in school buses shall be subject to the rules for pupils as determined by the Superintendent. Each principal and school bus driver shall be responsible for discipline on the school bus. In certain instances, the student may be denied transportation for a period of time as determined by the principal and/or driver. The Superintendent or designee may also deny transportation privileges.

**8.10 School Bus Student Discipline Procedure.** Problems of discipline should be discussed early by the bus driver with the school principal where the child attends. If a child faces the loss of riding privileges, the parent should first be given notice by the principal or designee, or the bus driver. The principal may suspend the student for one (1) full day upon proper notification of the parents. The driver shall also notify the principal or designee, and the transportation office of his/her action. The student may be denied transportation privileges for a period of time as determined by the principal or designee. A pupil passenger may not be put off the bus at other than his/her school or regular disembarking station unless permission is obtained by the parent.

**8.11 Field Trips.**

8.11.1 Vehicles may be provided, upon recommendation of the building principal or his/her designee and with the approval of the Superintendent, for trips directly related to the established curriculum.

8.11.2 When vehicles are provided for trips involving extracurricular activities, expenses incurred on these trips will be paid as approved by the Superintendent

8.11.3 When a trip is approved the following regulations will be in effect regarding time and distance:

8.11.3.1 The trip may be within our outside of the School Corporation.

8.11.3.2 The trip may extend beyond the length of the school day provided it does not conflict with a regularly scheduled route.

8.11.3.3 All overnight trips are subject to approval by the Board of School Trustees.

8.11.4 The sponsor shall be responsible for obtaining a sufficient number of adults to supervise each vehicle. One of these adults must be the activity sponsor or other school employee. Exceptions may be made by the principal. Final approval rests with the principal.

8.11.5 Requests for buses should be filed with the Transportation Office no less than ten (10) school days in advance of the requested trip.

8.11.6 All overnight trips are subject to approval by the Board of School Trustees. Therefore, requests should be filed with the Superintendent's Office no less than ten (10) school days in advance of the regularly scheduled school board meeting at which action for approval will be taken.

## **8.12 Field Trips – Criteria.**

8.12.1 Only those field trips that are directly related to the educational goals of the school will be considered for approval. as per Indiana Department of Education mandate, there are two (2) categories of field trips; those that are not considered interruption of the instructional day and those that are considered interruptions of the instructional day.

8.12.2 Instructionally related field trips are not considered interruptions of the instructional day if they meet the following criteria

8.12.2.1 The field trip fulfills the instructional objectives of a given subject.

8.12.2.1 The field trip does not interrupt instructional time of other classes.

When proposing a field trip of this nature only the approval of the principal is necessary.

8.12.3 If transportation is involved, the necessary forms must be completed and must be approved by the principal and superintendent.

8.12.4 If the proposed activity does interrupt the instructional day, the all of the following criteria must be met prior to consideration for approval.

8.12.4.1 The activity is consistent with and promotes the written educational philosophy and goals of the Corporation and the State Board of Education.

8.12.4.2 The activity is necessary for the attainment of specific educational goals of the participating student or school.

8.12.4.3 An itinerary and list of educational goals/objectives to be met (i.e. lesson plans) are filed with the building principal at the time of the request. These plans will be available upon request at any time during the school year.

8.12.4.4 The activity cannot occur without interrupting the instructional day.

8.12.4.5 The activity represents a unique opportunity for the participants or fulfills a unique community priority.

8.12.4.6 The activity has the approval of the principal and the superintendent.

### **8.13 Extra-Curricular Activities (ECA) Trips.**

8.13.1 ECA trips are those that support the extra-curricular programs of the schools and school corporation. Transportation is provided to athletic and academic teams and clubs as they compete with other schools. Arrangements for athletic teams are coordinated between the Athletic Director and Transportation Office. Arrangements for academic teams and clubs will be approved in the same manner that filed trips are approved.

8.13.2 General Procedures

8.13.2.1 When vehicles are provided for trips involving field trips or extracurricular activities, expenses incurred on these trips will be paid as approved by the Superintendent.

8.13.2.2 The trip sponsor (teacher or coach) shall be responsible for adhering to the responsibilities and guideline that follow. Building principals are responsible for ensuring that trip sponsors have and follow these guidelines. Athletic Directors are responsible for distributing these guidelines to coaches.

8.13.2.3 Requests for buses for athletic trips will be arranged through the Transportation Office and the Athletic Director.

8.13.2.4 All other requests for buses must be filed with the Transportation Office no less than ten (10) school days in advance of the requested trip. In the event a trip is canceled by the teacher/sponsor, notification must be made to the Transportation Office at least two days prior to the scheduled trip.

8.13.2.5 All overnight trips are subject to approval by the Board of School Trustees. Therefore, requests should be filed with the Superintendent's Office no less than ten (10) school days in advance of the regularly scheduled school board meeting at which action for approval will be taken. This request is to include a written recommendation and rationale from the principal along with the necessary forms being completed.

#### **8.14 Field/ECA Trips Guidelines.**

##### **8.14.1 Sponsor/Teacher/Coach**

8.14.1.1 Initiates trip on proper forms and according to proper timelines. All Trips must be planned well in advance in order to be approved.

8.14.1.2 Students are not to be turned loose unsupervised on field trips. They are to be chaperoned at all times.

8.14.1.3 Students should be informed that all school rules apply on the field trip. They should be well behaved and be considerate of others at all times.

8.14.1.4 The sponsor/teacher is responsible for assigning other adults (parents or staff members) to each bus. At least one (1) adult staff member must be appointed to each bus to serve as a supervisor. School personnel must be on each bus.

8.14.1.5 Report to the principal/athletic director as soon as possible (within 24 hours) any incident occurring on the trip.

8.14.1.6 Check with each driver to clarify exact destination. They will communicate to the driver any special parking arrangements, driver admission to the event, and meal accommodations, when necessary.

8.14.1.7 Provide all adult supervisors/chaperones, the bus driver, and school's office with a roster and known exactly how many students enter the bus. All students must be accounted for upon return.

8.14.1.8 CHECK WITH EACH DRIVER TO UNDERSTAND HIS/HER RULES IN ADDITION TO REGULAR CORPORATION BUS RULES.

8.14.1.9 Each group of bus riders should be briefed on the bus rules and guidelines.

8.14.1.10 Chaperones should be scattered out on each bus. If there is only one (1) he/she should be near the rear of the bus.

8.14.1.11 The teacher/sponsor/coach will make sure all loose equipment/supplies are properly secured on the bus before departing.

8.14.1.12 Prior approval is required for any eating or drinking on the bus. Eating/drinking on the bus is prohibited while the bus is in motion.

8.14.1.13 Inspect the bus before students enter the bus and immediately after use. Check for damage and items left behind.

Any damages will be reported to the bus driver and principal/athletic director.

8.14.1.14 The teacher/sponsor/coach must stay until all students are accounted for and have departed for home.

8.14.1.15 The teacher/sponsor/coach is responsible for the discipline on the bus.

8.14.1.16 These guidelines are to be given to all adult chaperones.

#### 8.14.2 Drivers

8.14.2.1 The driver will determine the route to the destination. A definite description of the destination will be required by the principal (from the sponsor) before the trip will be approved.

8.14.2.2 Inspect the bus before the students enter the bus and immediately after use. Check for damage and for items left behind.

**8.15 Rules of Conduct.** All passengers (students and adults) will abide by the following rules. Passengers will:

8.15.1 Go immediately to their seat.

8.15.2 Remain in his/her seat for the entire bus trip.

8.15.3 Remain in his/her seat until the bus has completely stopped at the unloading point. The passengers will only disembark through the front door.

8.15.4 Not eat or drink on the school bus.

8.15.5 Talk in a reasonable tone of voice to those students around him/her.

8.15.6 Keep windows above the designated level on the window and then only with the drivers permission.

8.15.7 Keep hands off other people property and person. Students are responsible for their own personal belongings.

8.15.8 Keep personal cell phones stored. Just as in school, cell phones are not to be used for personal business while in the bus. Use of cell phones may be permitted by and under the supervision of the adult for the purpose of notifying parents of arrival time back to school.

8.15.9 All school rules and regulations apply on related trips.

8.15.10 Follow all directives of the school bus driver. The driver is in complete charge of the bus while in route to the destination.

**8.16 Other Uses of School Vehicles.** School buses may be provided for activities outside the regular school program as provided in Indiana Code and administrative procedures and approved by the Board.

School vehicles may be used during any local, state, or national emergency when requested by a governmental authority and approved by the Superintendent.

School vehicles may also be provided for other unusual or emergency situations when approved by the Superintendent.

### **8.17 Bus Driver Drug and Alcohol Testing Policy**

The Board of School Trustees for the North Putnam School Corporation recognizes the critical and growing problem alcohol and controlled substance poses to the transportation of its students. It is the policy of the School Corporation to provide and maintain a safe, healthy and productive work environment for our drivers. This policy applies to all drivers and applicants for driver positions for the school corporation who must have a Commercial Driver's License (CDL) to operate school vehicles. In addition, this policy applies to all persons driving school owned vehicles for the purpose of transporting students.

This policy applies to all North Putnam Community School Corporation drivers who are required to hold a Commercial Driver's License (CDL) to perform their job function. In addition, this policy applies to all person driving school owned vehicles for the purpose of transporting students. The use, possession, sale purchase or transfer of any controlled substances except medically prescribed drugs on school property, while on school business, or

while operating school vehicles and equipment, is prohibited. Drinking alcoholic beverages during working hours, 4 hours before reporting to work or having any measurable amount of alcohol in his/her system during working hours is prohibited, whether on or off school property. Working hours include all breaks. Off-duty use of drugs and alcohol is prohibited to the extent it affects a driver's attendance or performance and his/her ability to pass required DOT alcohol and controlled substance tests. Any violation of this policy is grounds for termination as a driver for the School Corporation and possible legal prosecution.

Since physician-directed use of drugs can affect behavior and performance, drivers are encouraged to advise their supervisor whenever they are taking drugs for medical reasons. When such use of drugs adversely affects job performance or safety, it is in the best interest of the driver, co-workers, and the School Corporation that the driver takes sick or vacation days, or, if necessary, unpaid leave, in accordance with the School Corporation's leave policies.

The execution and enforcement of this policy will follow set procedures to screen body fluids, conduct breath testing, and/or search all employee/applicants for alcohol and drug use, and those employees suspected of violating this policy who are involved in a U.S. Department of Transportation (USDOT) reportable accident or who are periodically or randomly selected pursuant to this policy. The procedures are designed not only to detect violations for this policy but also to ensure fairness to each employee. Disciplinary action will be taken as necessary.

The Superintendent or designee is authorized to implement this policy and program, including a periodic review of the program to address any problems, changes, and/or revisions of it, maintenance of all records required by the federal regulations, and determination upon Board approval of how the program will be accomplished, whether in-house, contracted, or by consortium.

The Superintendent or designee is responsible for communicating this policy to all drivers and is accountable for its consistent enforcement. The Superintendent or designee is designated to answer questions about this policy and all other matters involved in alcohol and controlled substance testing of CDL drivers.

**8.18 Prohibited Conduct.** The following shall be considered prohibited conduct for purposes of this policy:

8.18.1 No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcoholic concentration of .04 or greater.

8.18.2 No employee shall be on duty or operate a commercial vehicle while the employee possess alcohol.

8.18.3 No employee shall use alcohol while performing safety-sensitive functions within 4 (four) hours after using alcohol.

8.18.4 No employee required to take a post-accident test shall use alcohol for 8 (eight) hours following an accident or until he or she undergoes a post- accident test, whichever occurs first.

8.18.5 No employee shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.

8.18.6 Any employee is prohibited from reporting for duty or remaining on duty when the employee uses any controlled substance except when the use is pursuant to the written instructions of a physician who has advised the employee that the substance will not adversely affect their ability to safely perform their duties. The employee must provide the School Corporation with proof of such medical advice. The Superintendent or designee can decide if the employee can remain at work or what work restrictions are necessary.

8.18.7 Any employee who is using a prescribed drug or other medication which is known or advertised as possibly affecting or impairing judgment, coordination, or other sense, or which may adversely affect the employees ability to perform work in a safe and productive matter, must notify the Superintendent or designee prior to starting work. The Superintendent or designee will decide if the employee can remain at work or what work restrictions are necessary.

8.18.9 Ingestion of products that contain hemp will not be an acceptable explanation for testing positive for marijuana.

**8.19 Testing of Drivers.** All drivers will be tested for alcohol and drugs in accordance with the USDOT – approved procedures when directed by the Superintendent or designee. Federal and State laws and regulations regarding drug and alcohol testing and the policies for testing prescribed by

the US Department of Transportation. Drivers will be tested under the following circumstances:

8.19.1 Pre-Employment: Under no circumstances will an individual be placed on the payroll without proof of successful completion of drug test. Any individual who refuses to submit to such a test or has a positive controlled substance test result will not be considered for employment with the school corporation.

8.19.2 Random: The School Corporation will conduct random drug and alcohol tests. The corporation will submit all employees' names to random selection system. Random selections will be spread throughout the year. The corporation will drug test 50% of the number of employees in each calendar year or at a rate established by the USDOT for the given year. The corporation will alcohol test 10% of the number of employees in each calendar year or at a rate established by the USDOT for the given year.

8.19.3 Post-Accident: Drivers are required to submit to drug and alcohol testing as soon as possible following a "DOT" accident that involves

8.19.3.1 A fatality; or

8.19.3.2 The employee receives a citation for a moving violation arising from the accident that involved: a) bodily injury to a person who, as a result of the injury, receives medical treatment away from the scene of the accident; or b) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

A driver who is subject to post-accident testing shall remain readily available for such testing. Nothing in this section shall be construed to require the delay of necessary medical treatment or to prohibit the driver from leaving the scene of an accident for a period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test whichever occurs first.

If a driver is seriously injured and cannot submit to testing at the time of the accident, he/she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any drugs or alcohol in his/her system.

The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by Federal, State, or local officials having independent authority for the test shall be considered to meet the requirements for post-accident testing if the results are obtained by the School Corporation.

8.19.4 Reasonable Suspicion: The School Corporation is required to test for the use of alcohol and controlled substances upon “reasonable suspicion”. A reasonable suspicion test is required when based upon specific, contemporaneous, and articulable observation concerning the behavior, speech, body odor, or appearance of a driver while on duty are indicative of the use of alcohol and/or controlled substances. A supervisor or the Transportation Coordinator who is so trained in accordance with the USDOT regulations must witness the conduct. The mere possession of alcohol does not constitute a need for an alcohol test. The witness must have received training in the detection of probable alcohol and drug use by observing a person’s behavior. The witness shall not conduct the alcohol test of the driver.

Alcohol testing is authorized only if the observations are made during, just before, or just after the period of the workday of the driver. A written record shall be made of the observations leading to an alcohol and/or controlled substance test. This record is to be signed by the supervisor who made the observations.

If a reasonable suspicion alcohol test is not administered within two hours following the observations, the witness shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. In addition, if not administered within eight hours, all attempts to administer the test shall cease. A record shall be prepared and maintained stating why the alcohol test was not administered.

8.19.5 Return to Duty Testing: A return test will be required for all employees who have violated this policy. The employee may not return

to duty until he or she passes a drug test and/or test below .02 for breath alcohol and the medical review officer – (MRO) or the substance abuse professional (SAP) and the school corporation have determined that the employee may return to duty.

8.19.6 Follow-UD Testing: Any employee who has returned to work following a violation of this drug and alcohol policy will be subject to follow-up testing. At a minimum six follow-up tests will be required within the first 12 months following an employee's return to work and less frequently during the next 4 years. Employees will be tested in accordance with the USDOT regulations and the recommendations of the SAP.

**8.20 Use of Electronic-Based Communication Technology.** The Corporation recognizes the educational and professional value of electronics-based communication technology, both as a means of access to enriching information and as a tool to develop skills that students need.

The Corporations' electronic-based communication technology exists for the purpose of maximizing the educational opportunities and achievement of students and to improve the operation of the Corporation through records management and reporting, communication, and word processing. The professional enrichment of the staff and increased engagement of the students' families and other patrons of the Corporation are assisted by communication technology but are secondary to the ultimate goal of student achievement.

Use of electronic-based communication technology resources in a disruptive, manifestly inappropriate or illegal manner impairs the Corporations' mission, squanders resources and shall not be tolerated. Therefore, a consistently high level of personal responsibility is expected of all users granted access to the Corporation's communication technology resources. Development of students' personal responsibility is itself an expected benefit of the Corporation technology program.

It is vital that each staff member, or any person (from this point on referred to as user) receiving access to electronic-based communication equipment technology which include but is not limited to computers, telephones, copy machines, fax machines, video equipment, computer networks, and Internet services, intranet services, all related equipment, and connections (from this point on referred to as communication equipment) be familiar with the

operation of the equipment for instructional purposes, records management and reporting, communication, word processing, intranet (e-mail) and Internet access, or activities involving computers.

8.20.1 User Identification. The Corporation's communication equipment may be used by authorized students, employees, and other persons such as consultants, legal counsel and independent contractors.

8.20.2 User Agreement and Privacy. All users must agree to follow the Corporation's policies, regulations and procedures. In addition, all users must recognize that they do not have a legal expectation of privacy in any electronic communications or other activities involving the Corporation's communication equipment and that communications are subject to public access. A user ID with e-mail access, if granted, is provided to users of this Corporation's network and technology resources only on condition that the user consents in his or her User Agreement concerning interception of or access to all communications accessed, sent, received or stored using corporation technology.

Use of the Corporation's communication technology resources is a privilege, not a right. No student, employee or other potential user will be given an ID, password or other access to Corporation communication technology if he or she is considered a security risk by school administration.

8.20.3 Personal Use of Communication Equipment. The communication equipment and all other system components are to be used for school related purposes and performance of job duties. However, incidental personal use of school communication equipment is permitted as long as it does not occur while the employee is responsible for performing job duties and/or assignments and the use does not interfere with system operations or other system users or violate provisions of this and all other applicable policies, procedures, and rules. "Incidental personal use" is defined as use by an individual employee for occasional personal communications. The communication system and all its components are provided for the achievement of North Putnam Community School Corporation's mission, goals, and objectives and not for personal gain or entertainment.

8.20.4 Notification to Users

8.20.4.1. Users are hereby notified that all electronic messages and files stored on school-based communication equipment is school property and shall be treated as such. Any persons who knowingly or intentionally alters, damages, causes loss of data, or lost time as a result of communication equipment misuse or mischief involving the North Putnam Community School Corporation communication equipment technology system, shall be required to make full financial restitution to correct the damage and/or loss. Having to repair communications system components, correct or reenter data and generate files is very costly.

8.20.4.2. Users are hereby notified that they shall have no expectation of privacy with regard to the use of the Corporation's communication equipment, including but not limited to computers, telephones, copy machines, fax machines, video equipment, computer networks, and Internet services, e-mail account, network account and/or local computer hard drives and that all communications are subject to public access.

8.20.4.3. Users are hereby notified that the Corporation has the right and may deny or alter accounts at any time without notice.

8.20.4.4. Users are hereby notified that the Corporation has the software and the capability to monitor all computer activities and obtain detailed usage reports and that random monitoring of computer usage will be done on a regular basis.

8.20.4.5. Users are hereby notified that they are prohibited from bringing in their own software and installing it for use on any North Putnam Community School Corporation hardware.

8.20.4.6. Users are hereby notified that they are prohibited from adjusting, changing, altering, removing, adding any equipment, software, cables, or connectors at any physical workstations unless prior permission is granted from the technology coordinator.

8.20.4.7. Users are hereby notified that no food or drinks shall be allowed around computers (microprocessor, keyboard, mouse, monitor, printer, cables, connectors, etc.) at any time.

## 8.20.5 User Requirements

8.20.5.1. Users must have signed a User Agreement of Understanding.

8.20.5.2. Users shall be responsible for saving data in assigned folder space on the North Putnam Community School Corporation server.

8.20.5.3. Users shall log on using their assigned user name and their password. The password shall include letters, numbers, and symbols and be changed every month as required by the State Board of Accounts. Further, the password is not to be given to anyone else or be assessable to others.

8.20.5.4. Staff members shall be directly responsible for monitoring students while they are using communication equipment.

8.20.5.5. Staff members shall access only their student's menus at any time unless asked to do otherwise by the administrative staff or designated computer technology person.

8.20.6 Prohibited Uses. Communication equipment (including but not limited to phones, computers, video media, and copy machines, and fax machines) **MAY NOT BE USED:**

8.20.6.1. To access, upload, download, copy, or distribute pornographic, obscene or sexually explicit material or material which can be considered to be adult humor.

8.20.6.2. To transmit obscene, abusive, adult humor, or sexually explicit material.

8.20.6.3. To violate any local, state or federal law.

8.20.6.4. To bully, intimidate, threaten, and/or harass others.

8.20.6.5. To vandalize, damage or disable the property of another person or organization.

8.20.6.6. To access another person's materials, information or files without the permission of that person.

8.20.6.7. To violate copyrights or otherwise use another person's intellectual property without their prior approval or proper citation.

8.20.6.8. To use unauthorized software not properly owned or licensed for corporation equipment.

Personnel who inadvertently retrieve or access inappropriate material on Corporation communications equipment shall notify a building administrator of the date and time of the occurrence and any information that might assist the technology support staff in preventing future inadvertent access.

8.20.7 Penalties for Violation of Usage. Safeguards must be maintained to protect the communication files, records, programs, system and equipment for all users. What may seem like harmless curiosity/exploration on the surface may really constitute illegal criminal trespass (whether physical or electronic), or violation of copyright laws and vandalism.

As used in the section: computer network and computer system have the meaning set forth in Indiana Code 35-43-2-3. Computer program means an ordered set of instructions or statements that, when executed by a computer, causes the computer to process data. Data means a representation of information, facts, knowledge, concepts, or instructions that:

- May take any form including computer printouts, magnetic storage media, punched cards or stored memory;
- Has been prepared or is being prepared; and
- Has been processed, is being processed or will be processed in a computer system or computer network.

Any persons who knowingly or intentionally alters, damages, causes loss of data, or damages any computer technology system component without the consent of the owner of the computer system or the computer, commits computer trespass, a Class D felony (P.L. 35-1986, s2). Computer trespass access as used in this section (Indiana Code 35-43-2-3) means to: (1) Approach; (2) Instruct; (3) Communicate with;

(4) Store data in; (5) Retrieve data from; or (6) Make use of resources of a computer system or computer network.

Staff members utilizing school-provided Internet access are responsible for maintaining a professional standard while on-line. The purpose of North Putnam Community School Corporation-provided Internet access is to facilitate communications in support of research and education and its use must be in support of and consistent with the educational mission, goals, and objectives of North Putnam Community School Corporation. Violation of North Putnam Community School Corporation policies and rules, by staff members shall result in disciplinary action, up to and including termination. Any violation of North Putnam Community School Corporation policies and rules by students shall result in disciplinary action, up to and including expulsion.

When and where applicable, law enforcement agencies shall be notified.

#### North Putnam Community School Corporation Provided Access to Electronic Information, Services and Networks

Freedom of expression is an inalienable human right and the foundation for self-government. Freedom of expression encompasses the right to freedom of speech and the corollary right to receive information. Such rights extend to minors as well as adults.

Schools facilitate the exercise of these rights by providing access to information regardless of format or technology. In a free and democratic society, access to information is a fundamental right of citizenship. In making decisions regarding staff and student access to the Internet, North Putnam Community School Corporation considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the Internet enables students to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. North Putnam Community School Corporation expects that faculty members will blend thoughtful use of the Internet throughout the curriculum and will provide guidance and instruction to students in its use. As much as possible, access from school to Internet resources should be structured in ways that point students to those sites that

have been evaluated prior to use. While students will be able to move beyond those resources to others that have not been previewed by staff, they shall be provided with guidelines and lists of resources particularly suited to learning objectives.

North Putnam Community School Corporation makes no warranties of any kind, neither expressed nor implied, for the Internet access it is providing. The corporation will not be responsible for any damages users suffer, including, but not limited to, loss of data resulting from delays or interruptions in service. The corporation will not be responsible for the accuracy, nature, or quality of information stored on corporation diskettes, hard drives or servers; nor for the accuracy, nature or quality of information gathered through corporation-provided Internet access. The corporation will not be responsible for personal property used to access corporation computers or networks or for corporation-provided Internet access. The corporation will not be responsible for unauthorized financial obligations resulting from corporation-provided access to the Internet.

**NOTICE:** This policy and all its provisions are subordinate to local, state, and federal statutes.

8.20.8 Availability of Policies for Review. All policies and procedures including Indiana Code regarding the Internet and communication equipment usage are available for review at any of the schools or at the Corporation administration office.

**8.21 Electronic-Based Communication Equipment Use Policy.** Access and use of the North Putnam Community School Corporation provided electronic-based communications technology system (from this point on referred to as communication equipment) and all of its components, (i.e. computers, telephones, copy machines, fax machines, video equipment, computer networks, and Internet services, intranet services, related equipment, and connections) are student and staff privileges (from this point on referred to as users), not rights. North Putnam Community School Corporation has developed electronic-based communication technology user policies. It is very important that you understand and agree to comply with these policies because of the personal and financial liability you accept when utilizing the system. For these reasons, every system user is required to sign a User Agreement of Understanding. This signed agreement will be maintained on file and is legally binding.

8.21.1 Notification to users:

8.21.1.1. Users are hereby notified that all electronic messages and files stored on school-based communication equipment is school property and shall be treated as such. Any person, who knowingly or intentionally alters, damages, causes loss of data, or lost time as a result of communication equipment misuse or mischief involving the North Putnam Community School Corporation communications system components, correct or reenter data and generate files is very costly.

8.21.1.2. Users are hereby notified that they shall have no expectation of privacy with regard to the use of the Corporation's communication equipment, including but not limited to computers, telephones, copy machines, fax machines, video equipment, computer networks, and Internet services, e-mail accounts, network account and/or local computer hard drives and that all communications are subject to public access.

8.21.1.3. Users are hereby notified that the Corporation has the right and may deny or alter accounts at any time without notice.

8.21.1.4. Users are hereby notified that the Corporation has the software and capability to monitor all computer activities and obtain detailed usage reports and that random monitoring of computer usage will be done on a regular basis.

8.21.1.5. Users are hereby notified that they are prohibited from bringing in their own software and installing it for use of any North Putnam Community School Corporation hardware.

8.21.1.6. Users are hereby notified that they are prohibited from adjusting, changing, altering, removing, adding etc., any equipment, software, cables, or connectors at any physical workstations unless prior permission is granted from the technology coordinator.

8.21.1.7. Users are hereby notified that no food or drinks shall be allowed around computers (microprocessor, keyboard, mouse, monitor, printer, cables, connectors, etc.) at any time.

#### 8.21.2 User Requirements.

8.21.2.1 Users must have signed a User Agreement of Understanding.

8.21.2.2 Users shall be responsible for saving data in assigned folder space on the North Putnam Community School Corporation server.

8.21.2.3 Users shall log on using their assigned user name and their password. The password shall include letters, numbers, and symbols and be changed every month as required by the State Board of Accounts. Further, the password is not to be given to anyone else or be accessible to others.

8.21.2.4 Staff members shall be directly responsible for monitoring students while they are using communication equipment.

8.21.2.5 Staff members shall only access their own student's menus at any time unless asked to do otherwise by the administrative staff or designated computer technology person.

8.21.3 Prohibited Uses: Communication equipment (including but not limited to phones, computers, video media, and copy machines, and fax machines) **MAY NOT BE USED:**

8.21.3.1 To access, upload, download, copy, or distribute pornographic, obscene or sexually explicit material or material which can be considered to be adult humor.

8.21.3.2 To transmit obscene, abusive, adult humor, or sexually explicit language.

8.21.3.3 To violate any local, state or federal law.

8.21.3.4 To bully, intimidate, threaten, and/or harass others.

8.21. 3.5 To vandalize, damage or disable to property of another person or organization.

8.21.3.6 To access another person's materials, information or files without the permission of that person.

8.21.3.7 To violate copyrights or otherwise use another person's intellectual property without their prior approval or proper citation.

8.21.3.8 To use unauthorized software not properly owned or licensed for corporation equipment.

With access to communication technology and people all over the world, also comes the availability of material that may not be considered to be of educational value in the context of the school setting. North Putnam Community School Corporation has taken precautions to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information. The North Putnam Community School Corporation firmly believes that the valuable information and interaction available through electronic communication far outweighs the possibility that users may procure material that is not consistent with the educational goals of the Corporation.

All users have the responsibility of complying to a strict, ethical, and legal standard of conduct. All instances of abuse will be subject to administrative review. Staff members are responsible for maintaining a professional standard while utilizing school-provided communication equipment, including Internet access. The purpose of North Putnam Community School

Corporation-provided communication equipment is to facilitate communications in support of research and education and its use must be in support of and consistent with the educational mission, goals and objectives of North Putnam Community School Corporation. Any violation of North Putnam Community School Corporation policies and rules by staff members shall result in disciplinary action, up to and including termination.

Please sign the Staff User Agreement of Understanding listed below. Make a copy of this Agreement for your records and submit the original signed and dated copy to the Principal no later than \_\_\_\_\_.

#### Agreement of Understanding

I have been provided a copy of the North Putnam Community School Corporation Electronic-Based Communication Technology Use Policy and hereby agree to abide by all rules, guidelines, and regulations described in that policy.

Name of Staff Member (Please Print) \_\_\_\_\_

Signature of Staff User \_\_\_\_\_ Date \_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

## **8.22 Electronic-Based Communication Technology Use Policy**

North Putnam Community School Corporation has committed substantial financial resources into the development of its computer hardware and software system. The commitment has been made to prepare our students for today's world. Parents and students must be aware that some material accessible via the Internet may contain items possible to purchase certain goods and services via the Internet, which could result in unwanted financial obligations, for which a student's parents or guardian would be liable. The School Corporation attempts to block out these materials, but it cannot guarantee that students will not gain access to them.

Access and use of the North Putnam Community School Corporation provided electronic-based communications technology system (from this point on referred to as communication equipment) and all of its components, (i.e. computers, telephones, copy machines, fax machines, video equipment, computer networks, and Internet services, intranet services, related equipment, and connections) are student and staff privileges (from this point on referred to as users), not rights. North Putnam Community School Corporation has developed electronic-based communication technology user policies. It is very important that you understand and agree to comply with these policies because of the personal and financial liability you accept when utilizing the system. For these reasons, every system user is required to sign a User Agreement of Understanding. This signed agreement will be maintained on file and is legally binding.

### **8.22.1 Notification to Users**

8.22.1.1 Users are hereby notified that all electronic messages and files stored on school-based communication equipment is school property and shall be treated as such. Any person, who knowingly or intentionally alters, damages, causes loss of data, or lost time as a result of communication equipment misuse or mischief involving the North Putnam Community School Corporation communication equipment technology system, shall be required to make full financial restitution to correct the damage and/or loss. Having to repair communications system components, correct or reenter data and generate files is very costly.

8.22.1.2 Users are hereby notified that they shall have no expectation of privacy with regard to the use of the Corporation's communication equipment, including but not limited to computers, telephones, copy machines, fax machines, video equipment, computer networks, and Internet services, e-mail accounts, network account and/or local computer hard drives and that all communications are subject to public access.

8.22.1.3 Users are hereby notified that the Corporation has the right and may deny or alter accounts at any time without notice.

8.22.1.4 Users are hereby notified that the Corporation has the software and the capability to monitor all computer activities and obtain detailed usage reports and that random monitoring of computer usage will be done on a regular basis.

8.22.1.5 Users are hereby notified that they are prohibited from bringing in their own software and installing it for use on any North Putnam Community School Corporation hardware.

8.22.1.6 Users are hereby notified that they are prohibited from adjusting, changing, altering, removing, adding etc., any equipment, software, cables, or connectors at any physical workstations unless prior permission is granted from the technology coordinator.

8.22.1.7 Users are hereby notified that no food or drinks shall be allowed around computers (microprocessor, keyboard, mouse, monitor, printer, cables, connectors, etc. at any time.

## 8.22.2 User Requirements

8.22.2.1 Users must have signed a User Agreement of Understanding.

8.22.2.2 Users shall be responsible for saving data in assigned folder space on the North Putnam Community School Corporation server.

8.22.2.3 Users shall log on according to the guidelines established by your school. If a password issued, it is not to be given to anyone else or be accessible to others.

8.22.2.4 Students will be monitored by staff members while they are using communication equipment.

### 8.22.3 Prohibited Uses

Communication equipment (including but not limited to phones, computers, video media, and copy machines, and fax machines) **MAY NOT BE USED:**

8.22.3.1 To access, upload, download, copy, or distribute pornographic, obscene or sexually explicit material or material which can be considered to be adult humor.

8.22.3.2 To transmit obscene, abusive, adult humor, or sexually explicit language.

8.22.3.3 To violate any local, state or federal law.

8.22.3.4 To bully, intimidate, threaten, and/or harass others.

8.22.3.5 To vandalize, damage or disable the property of another person or organization.

8.22.3.6 To access another person's materials, information or files without the permission of that person.

8.22.7 To violate copyrights or otherwise use another person's intellectual property without their prior approval or proper citation.

8.22.8 To use unauthorized software not properly owned or licensed for corporation equipment.

With access to communication technology and people all over the world, also comes the availability of material that may not be considered to be of educational value in the context of the school setting. North Putnam Community School Corporation has taken precautions to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information. The North Putnam Community School Corporation firmly believes that the valuable information and interaction available through



## Chapter 9 – School Community Relations

### *Preface*

*The Board of School Trustees recognizes the right of the public to information concerning all of its actions, policies, and the details of its educational and business operations. The Board encourages study, discussion, and active participation by all concerned in the promotion of the best possible program of education in the community.*

**9.01 Parent Involvement.** This policy and the plan to implement it will be distributed to parents of students participating in the Title I and other appropriate programs.

#### 9.01.1 Expectations for Parent Involvement

It is the intent of the North Putnam Community School Corporation that parents of students must be provided with frequent and convenient opportunities for full and ongoing participation in specific programs of the schools (such as Title I), including opportunities to jointly develop the program plan and suggest modifications, based on changing needs of parents and the schools for school improvement.

Programs must be designed to assist students to acquire the capacities and achieve the goals established by law, as well as the goals and standards established by the North Putnam Community School Corporation Board of School Trustees. These goals and standards must be shared with parents in a manner that will enable them to (1) participate in decisions concerning their child's education and (2) monitor and improve the educational achievement of the their child. State Standards will be sent home to families for the purpose of parental monitoring their child's academic progress. This will enable parents to work better with educators to improve the achievement of their children.

**9.01.2 Support for Program.** The North Putnam Community School Corporation will provide coordination, technical assistance, and other support necessary to assist schools in planning and implementing effective parental involvement. These measures may include, but are not limited to, the following:

9.01.2.1 Providing resources to assist in communicating with parents, transporting them to meeting sites and/or implementing home visits, providing childcare for meetings, encouraging them to use available resource and working with them to improve parenting skills, particularly those that will assist them in working with their child to improve his/her educational achievements. Resources may include individuals, agencies, materials, training and services.

9.01.2.2 Information related to school and parent programs, meetings, and other activities, such as parent resource centers, will be provided via newsletters, webpages, flyers, and telephone as appropriate.

9.01.2.3 Sharing options for coordinating and integrating the Title I program (and other programs such as Head Start, Even Start, the Home Instruction Program for Preschool Youngsters, the Parents as Teachers Program, parent resource centers, and public preschool and other programs that encourage and support parents) strategies with services of other community programs, businesses and agencies.

9.01.2.4 Providing professional development for teachers to create a parent involvement plan for their classrooms. This may include identifying ways in which parents can be involved in professional development activities to demonstrate the value of parent involvement and various techniques designed to successfully engage parents as equal partners in their children's education.

9.01.2.5 Designing and conducting an effective annual evaluation process whereby parents' ideas about the content and effectiveness of this policy and the plan designed to implement it are essential. The process must focus on the following questions:

9.01.2.5.1 Does this policy increase parent participation?

9.01.2.5.2 What barriers to parent participation still exist?

9.01.2.5.3 How can existing barriers be reduced or removed?

9.01.2.6 Other reasonable support for parental involvement activities as parents may request.

9.01.2.7 Ensuring that the results of each annual evaluation will be used to plan activities and materials designed for parents, particular attention must be given to reaching and involving those who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background.

9.01.3 School Policy. Each school must develop, prepare and submit a school parent involvement policy, which must meet all legal requirements, to the Superintendent for review. This policy shall be developed jointly with parents and distributed by the school to parents of participating students. A copy of each school's parent involvement policy shall be kept on file with the school's program plan in the Central Office.

**9.02 Community Information and Public Relations.** To promote effective public relations and provide information about the North Putnam Community School Corporation, the Board of School Trustees, Administration, and staff will promote a continuing program.

9.02.1 The Superintendent and staff shall decide upon and follow a continuing program of information designed to acquaint the citizens of the community and the public generally with the achievements and the needs of the schools.

9.02.2 The Superintendent shall be authorized to arrange for the participation of the schools in educational exhibits which are local, state, and national, within the limit of funds provided by the Board.

9.02.3 Administrators, principals, teachers, and other school personnel will bear in mind that the community opinion depends upon the daily life of the school. They should seek the following objectives as they have opportunity in their respective service.

9.02.3.1 Acquaint patrons with the work of the schools.

9.02.3.2 Give courteous and thoughtful consideration to all inquiries and suggestions and carefully investigate all

complaints. Make parents feel welcome in the school office and in the classroom.

9.02.3.3 Cooperate with parent-teacher groups and other organizations of patrons seeking information or offering assistance to the schools.

9.02.3.4 Maintain all pupil relations with firmness, intelligence, and empathy so as to command their respect, and so to enlist the cooperation of the home.

9.02.3.5 Maintain intra-staff relations conducive to high moral and ethical standards meriting the respect of pupils, patrons, and the administrative staff.

**9.03 Public Records Excepted from Disclosure.** The following records of the North Putnam Community School Corporation are hereby declared to be confidential and not records subject to inspection by the public pursuant to the Public Access to Records Law, unless specifically required by statute or by court order:

9.03.1 Those declared confidential by state statute.

9.03.2 Those declared confidential by rule adopted by this School.

9.03.3 Those required to be kept confidential by federal law.

9.03.4 Those declared confidential by or under rules adopted by the Supreme Court of Indiana.

9.03.5 Records containing:

9.03.5.1 trade secrets; or

9.03.5.2 confidential financial information; obtained, upon request, from a person, but excluding information that is filed with or received pursuant to statute.

9.03.6 Information concerning research (including actual research documents) including information:

9.03.6.1 concerning any negotiations made with respect to the research; and

9.03.6.2 received from another party involved in the research.

9.03.7 Investigatory records of law enforcement agencies filed with the School Corporation.

9.03.8 The work product of any attorney representing the School Corporation.

9.03.9 Test questions, scoring keys, and other examination data, examination of employment, or academic examination before the examination is given or if it is to be given again.

9.03.10 Scores of tests or license examinations if the person is identified by name and has not consented to the release of his scores.

9.03.11 Records that contain intra-agency advisory or deliberative material that are expressions of opinion or are of a speculative nature, and that are communicated for the purpose of decision making.

9.03.12 Diaries, journals, or other personal notes serving as the functional equivalent of a diary or journal.

9.03.13 Personnel files of employees and files of applicants for employment, except for:

9.03.13.1 the name, compensation, job title, business address, business telephone number, job description, education and training background, previous work experience, or dates of first and last employment of present or former employees or offices of the School Corporation.

9.03.13.2 information relating to the status of any formal charges against the employee; and

9.03.13.3 information concerning disciplinary actions in which final action has been taken and that resulted in the employee being disciplined or discharged.

9.03.14 Administrative or technical information that would jeopardize a record keeping or security system.

9.03.15 Computer programs, computer codes, computer filing systems, and other software that are owned by or entrusted to the School Corporation.

9.03.16 Records specifically prepared for discussion, or developed during discussion in an executive session under IC 5-

14-1.5-6.1. However, this does not apply to personnel files that are required to be available for inspection and copying as listed in #13, (A), (B), (C).

9.03.17 The identity of a donor of a gift made to the School Corporation if the donor requires nondisclosure of his identity as a condition of making the gift.

9.03.18 Library records which can be used to identify any library patron.

9.03.19 Lists of names and addresses of students and employees unless required to publish such lists and disseminate them to the public pursuant to statute.

*Legal Reference: I.C. 5-14-3-4*

#### **9.04 Procedure - Access to Public Records.**

9.04.1 The Assistant to the Superintendent of Schools is designated as the person responsible for public records release decisions and will be referred to as the “records access officer”.

9.04.2 Requests for public records will be received during regular business hours on regular business days, and must identify, on forms provided by the School Corporation, the record for which disclosure is sought.

9.04.3 The fees for copies are as follows:

9.04.3.1 Pages not larger than 9 inches by 14 inches: (.10)

9.04.3.2 Pages larger than 9 inches by 14 inches: (.15)

9.04.3.3 Any other record: the actual cost of copying.

9.04.4 Fees are payable before any record is duplicated and may be paid by cash or money order payable to the School Corporation.

9.04.5 The records access officer will provide a response to a written request for public records within 7 days of receipt.

9.04.6 With respect to records which are determined not to be available, the records access officer will certify upon the request form that the School Corporation does not possess the record or that it could

not be found after diligent search, and return one copy of the form to the requestor.

9.04.7 Public records may be inspected only at the office or location where they are regularly maintained.

9.04.8 The records access officer shall be guided first by the Indiana Access to Public Records Act and amendments, if any; second, by state and federal law regarding privacy, confidentiality, and disclosure requirements of certain public records; and third, by Board Policy which excludes certain records from disclosure.

*Legal Reference: I.C. 5-14-3-1 et seq.*

**NORTH PUTNAM COMMUNITY SCHOOL CORPORATION**  
**REQUEST FOR DISCLOSURE OF PUBLIC RECORDS**

By filling out this form, you are helping us keep track of our records.

*Please print.*

Your name: \_\_\_\_\_

Date of request: \_\_\_\_\_ Time of request \_\_\_\_\_

Please identify with reasonable particularity the record being requested.

\_\_\_\_\_  
\_\_\_\_\_

This is a request for \_\_\_\_\_ you to allow me to inspect the record.  
\_\_\_\_\_ you to provide me with a copy of the record at ( ) per page. I understand that I must pay the copying fee before the record will be copied.

Please state the reason that you want to inspect the record or want a copy of the record.

\_\_\_\_\_  
\_\_\_\_\_

Thank you for your cooperation in completely filling out this form.

**DO NOT WRITE BELOW THIS LINE: FOR OFFICE USE ONLY**

Date and time request received: \_\_\_\_\_

Name of person receiving request: \_\_\_\_\_

Disposition of request: \_\_\_\_\_

\_\_\_\_\_

Disposition date and time: \_\_\_\_\_

**9.05 School Visitors.** The Schools of the North Putnam Community School Corporation are open to visitation, and such visitation is encouraged. However, visitors should exercise consideration and decorum while in the building. In addition, the following instructions are to be followed:

9.05.1 All visitors, parents, salesmen, etc., shall report to the office of the principal upon entering the building.

9.05.2 Visitations to classrooms should be scheduled in advance, with approval of the principal.

9.05.3 Visitors may be accompanied during visitation, as determined by the building principal.

9.05.4 Students of the North Putnam Community School Corporation shall not bring non-enrolled student visitors to their school during school hours.

**9.06 Solicitation of Funds.**

9.06.1 Any and all campaigns to solicit funds on school premises are forbidden unless they are sponsored by a particular school organization operating under the direction of the building principal or approved by the Superintendent.

9.06.2 School time is not to be sacrificed to any commercial organization to sell, solicit, or advertise their goods or services unless it can definitely demonstrated that such sacrifice of school time has some definite educational advantage and is directly related to a sound philosophy of education in general.

9.06.3 Using students to solicit funds for any purpose is to be discouraged. Agents are to see only representatives of student organizations.

9.06.4 No individual, school organization or school related organization shall solicit or accept donations of cash or merchandise without Board of School Trustees prior approval.

**9.07 Student Fund Raising.** Door-to-door canvassing by students is prohibited.

**9.08 Use of School Buildings, Grounds, Facilities, and Equipment.** The following statements of policy and regulations shall govern the use of the buildings, facilities, and equipment of the North Putnam Community School Corporation.

9.08.1 The buildings, grounds, and equipment of the schools of the North Putnam Community School Corporation are primarily for the use of the boys and girls in school and the activities sponsored by the school.

9.08.2 Public use of buildings, grounds, and equipment may be allowed by the Board of School Trustees when such use does not hinder or hamper the school program.

9.08.3 In case of a conflict between a scheduled school event and a proposed event necessitating rental of school buildings, grounds, or equipment, the school program will always take precedence.

9.08.4 When buildings, grounds, and equipment are used by groups outside the school program, a rental fee may be paid as established in the rules and regulations governing rental of buildings, grounds, and equipment of the North Putnam Community School Corporation. Interpretation and implementation of the rules and regulations rests with the building principals.

9.08.5 Use by public groups of the buildings, grounds, and equipment of the North Putnam Community School Corporation will be restricted to non-commercial organizations or to commercial organizations whose meeting or program is deemed non-commercial in nature and intent and in the best interest of the North Putnam Community School Corporation and community. Public groups are further defined as non-profit, charitable, and public service clubs or organizations whose primary purpose is serving the North Putnam community and youth of the community.

9.08.6 Interpretation of the non-commercial intent and nature of a commercial organization applying to rent buildings, grounds or equipment, and whether such rental is in the best interests of the North Putnam Community School Corporation and community will be the responsibility of the Board of School Trustees. Also, groups whose service to the North Putnam Community is not clearly defined may be referred to the Board of School Trustees.

9.08.7 Use of the equipment is prohibited when said equipment is to be used away from the school premises, or when said use is deemed personal in nature and intent except as approved by the Board of School Trustees.

9.08.8 Whenever a kitchen or kitchen equipment is used, a school cook must be contracted to oversee the use of said equipment.

9.08.9 Whenever the swimming pool is used, it is the responsibility of the group using the facility to ensure that a properly certified lifeguard is present. A copy of the lifeguard's certification shall be attached to the lease form and application.

### **9.09 Rules and Regulations for Use of Facilities, Buildings, or Equipment.**

9.09.1 The use of all facilities for any purpose shall be cleared through the building principal.

9.09.2 The use of the building will be strictly confined to the areas designated.

9.09.3 Gambling, use of tobacco products outside of the designated areas, drinking, and/or possession of intoxicants or drugs on school property is specifically prohibited.

9.09.4 No furniture or equipment, including pianos, stage equipment, audio-visual equipment, etc., shall be used or moved without approval from the principal.

9.09.5 The school corporation shall not be responsible for injuries, damage to or loss of property, upon school premises sustained by parties participating in a program, or to any patron attending said program.

9.09.6 The use of special equipment shall be permitted only when operated by school employees or other persons authorized by the school principal.

9.09.7 No signs, displays, or materials may be attached to or nailed against walls, windows, woodwork, blinds, draperies, grounds, or drives without approval from the principal.

9.09.8 All rights for the operation of concessions are reserved by the school principal.

9.09.9 Food or drink shall not be taken into areas except as designated concession areas.

9.09.10 Established parking areas shall be used for all vehicles. At no time will cars be allowed on the grass areas.

9.09.11 Any group using school facilities and/or grounds shall be responsible for leaving the facilities/grounds in the same condition that they found them.

9.09.12 Failure to comply with any of the above rules could result in denial for future use of the facilities.

**9.10 Insurance Requirements.** All groups or organizations not associated with the North Putnam Community School Corporation shall be required to furnish a personal injury liability certificate in the amount of \$1,000,000 per incident and \$300,000 per individual prior to being permitted to use any of the school corporation facilities.

**9.11 Rental Fees - Elementary, Middle, and High School Facilities.**

9.11.1 School sponsored or school related group

*(Custodial Fee, Cafeteria Worker, Certified Lifeguard)*

9.11.2 Non-school sponsored group Refundable Deposit Rental Fee

*(Custodial Fee, Cafeteria Worker, Certified Lifeguard)*

Refundable Deposit	\$ 50.00
Custodial Fee (Minimum of 3 hours)	25.00 / hr
Custodial Fee (Open and Lock up only)	15.00
Cafeteria Worker (Minimum of 3 Hours)	15.00 / hr
Certified Lifeguard responsibility of user	
Rental Fees:	
Classroom (per room)	10.00
High School Gymnasium	50.00
Middle School Gymnasium	40.00
Elementary Gymnasiums	10.00
Cafeteria	20.00
Kitchen	20.00
Pool	20.00
Auditorium	20.00
Football Field	50.00
Football Field with lights	100.00

Baseball Field 20.00  
*(all charges are per event)*  
*Rental fees do not include personnel charges.*

9.11.3 All rental fees are to be paid to the North Putnam Community School Corporation.

9.11.4 All personnel charges are to be paid directly to the North Putnam Community School Corporation.

9.11.5 The Refundable Deposit is to be paid to the Building holding the event.

*See Appendix F for lease form and application.*

**9.12 Trespass on School Corporation Property.** The building principal, the Superintendent, and all other school officials are authorized to request any person or persons to leave school premises when a school official determines that said person and persons are interfering with the lawful use of the premises by other persons. If any person does not leave as requested, school officials may request law enforcement officers to remove the disruptive person or persons.

**9.13 Tobacco Free Corporation.** The Board of School Trustees of the North Putnam Community School Corporation recognizes that smoking and the use of tobacco products represents a health and safety hazard, which has serious consequences for the user and non-user and the safety of the schools. In order to protect students, staff, visitors, and guests of the schools from an environment that may be harmful to them, and a concern for the safety of school property, Board of School Trustees of the North Putnam Community School Corporation prohibits smoking and the use of tobacco products by all staff, visitors, or guests in all school buildings, on all school property, athletic facilities, and in all school vehicles. Students are prohibited from knowingly possessing, using, transmitting, or being under the influence of tobacco products in all school buildings, on all school property, including athletic facilities, and in all school vehicles.

9.13.1 For purposes of this policy, “smoking” will mean all uses of tobacco: cigarettes, cigars, pipes, chewing tobacco, snuff, or any other

matter or substance containing tobacco. Use of electronic cigarettes or “e-cigarettes” is also prohibited.

9.13.2 The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of tobacco product users and non-tobacco product users. All individuals share in the responsibility for adhering to and enforcing this policy. Any individual who observes a violation of this policy is encouraged to report it in accordance with the procedures contained in this policy and regulation.

9.13.2.1 Students. Any violations of the policy by student shall be referred to the building principal or assistant principal. Students shall be subject to the penalties and procedures of the student handbooks for their respective schools.

9.13.2.2 Visitors. Any violation of this policy by visitors will generate a request to refrain from such violation. If a visitor fails to comply with a request to refrain from using tobacco products, he or she shall be referred to a building principal or other school supervisor staff members who are responsible for the area or program in which the violation occurred. The principal or supervisor shall make a decision on further action, which may include a directive to leave school property. Repeated violations may result in a recommendation to the Superintendent of Schools to prohibit the violator from entering school corporation property for a specified period of time. If deemed necessary a school official, an appropriate local law enforcement agency may be contacted to assist with the enforcement of this policy under the Indiana Trespass Law.

9.13.2.3 Staff. Any violation of this policy by staff members will be referred to his/her supervisor. The immediate supervisor will review and honor disciplinary procedures as outlined in the collective bargaining agreement with appropriate certificated staff and school board policies and discipline procedures affecting other staff members.

9.13.2.4 School principals or supervisors in charge of school buildings shall post conspicuous signs that prohibit tobacco use.



North Putnam Schools Random Drug Testing Consent Form

We have received and have read and understand a copy of the "North Putnam High School Random Drug Testing Program." It is our desire that our student, named below, participate in this program, and hereby, voluntarily agree to be subject to its terms. We accept the method of obtaining urine/breath/saliva, and all other aspects of the program. We agree to cooperate in furnishing urine/breath/saliva specimens that may be required from time to time.

I further agree and consent to the disclosure of the sampling, testing, and results provided for this program. This consent is given pursuant to all State and Federal Statutes, and is a waiver of rights to nondisclosure of such test records and results only to the extent of disclosures in the program.

Date: \_\_\_\_\_ Student Name: \_\_\_\_\_

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Parent/Guardian Signature

Non-consent Form – To be signed and returned if Student and  
Parents/Guardians Do Not Wish to participate in the Random Drug Testing  
Program

I, (student) \_\_\_\_\_, have decided not to participate in any activities sponsored by North Putnam High School, or drive to and from school and school activities, for the remainder of this school year. In order for me to participate in any of these activities at a later date, I understand that I must submit to urinalysis/saliva/breath testing.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Parent/Guardian Signature