

**LAKE CENTRAL SCHOOL CORPORATION**  
**Lake Central High School**  
**LGI ROOM – Enter Door E**  
**8260 Wicker Avenue, St. John, IN 46373**  
**Monday, June 6, 2022 at 7:00 p.m.**

Board Members Present

Nicole Kelly, Secretary  
Janice Malchow, Board Member  
Howard Marshall, Board Member  
Jennifer Medlen, Vice-President  
Cindy Sues, President

Board Members Not Present

Administration Present

Terry Mucha, Director of Human Resources  
Sarah Castaneda, Director of Secondary Education  
Yolanda Bracey, Director of Primary Education  
Rob James, Director of Business Services  
Rebecca Gromala, Director of Student Services  
Bill Ledyard, Director of Facilities

Administration Not Present

Dr. Lawrence Veracco, Superintendent  
Rick Moreno, Director of Technology

*\*To view the archived video of the meeting in its entirety,  
go to the School Board section of website at [www.lcsb.in](http://www.lcsb.in)*

**SCHOOL BOARD MEETING MINUTES**  
**Monday, June 6, 2022**

*All Motions Were Passed With a 5-0  
Vote Unless Otherwise Indicated*

- I. Call to Order – *Cindy Sues*
  - The meeting was called to order and pledge of allegiance led by Board President Cindy Sues.
- II. Agenda: Approval, Deletions, Additions – *Dr. Veracco* – **Action Required**
  - Revisions were made to the Personnel Packet under Terry Mucha's section`.
  - Janice Malchow moved to approve.
  - Jennifer Medlen seconded the motion.
  - Motion carried.
- III. Correspondence – *Nicole Kelly*
  - There was no correspondence to report.
- IV. Liaison Committee Updates – *Cindy Sues*
  - A. Personnel Interview Committee: Howard Marshall
  - B. Schererville Redevelopment Commission: Nicole Kelly
  - C. Schererville Parks Department: Nicole Kelly
  - D. Lake Central Education Foundation: Janice Malchow
  - E. Legislative Committee: Janice Malchow
  - F. Dyer Parks Department - Janice Malchow
  - G. St. John Redevelopment Commission: Cindy Sues
  - H. Dollars for Scholars: Cindy Sues
  - I. Wellness Committee: Jennifer Medlen
  - J. Dyer Redevelopment Commission: Jennifer Medlen

- V. Official School Board Business Topics: Consent Agenda – *Dr. Veracco* – **Action Required**
- A. Approval of Minutes
    - Special Board Meeting: May 16, 2022
    - Regular Board Meeting: May 16, 2022
  - B. Approval of Claims, Payroll and Extracurricular Expenditures
    - Jennifer Medlen moved to approve.
    - Howard Marshall seconded the motion.
    - Motion carried.
- VI. Public Comments Regarding Action Items
- There were no public comments regarding action items.
- VII. Official School Board Business Topics: Regular Agenda
- A. Superintendent – *Dr. Veracco*
    1. Recognitions: - *Documents Attached*
      - a. Homan Elementary School: Math Bowl
      - b. Kahler Middle School: Academic Super Bowl
      - c. LCHS: SkillsUSA
    2. School Board Policies - **Action Required** - *Document Attached*
      - a. 3120.08: Employment of Personnel for Extracurricular Activities
      - b. 4120.08: Employment of Personnel for Extracurricular Activities
      - c. 4214: Staff Gifts
      - d. 5133.02: School Transfer Options
      - e. 5340.01: Student Concussions and Sudden Cardiac Arrest
      - f. 5460: Graduation Requirements
      - g. 5540: The Schools and Governmental Agencies
      - h. 6105: Authorization to Accept and Distribute Electronic Records and to use Electronic Signature
      - i. 6114: Cost Principles - Spending Federal Funds
      - j. 6230: Budget Hearing
      - k. 7310: Disposition of Surplus Property
      - l. 8600: Transportation
      - Howard Marshall moved to approve school board policies 3120.08, 4120.08, 4214, 5133.02, 5340.01, 5460, 5540, 6105, 6114, 6230, 7310, and 8600.
      - Nicole Kelly seconded the motion.
      - Motion carried.
  - B. Director of Human Resources/Personnel – *Terry Mucha*
    1. Personnel Recommendations – **Action Required** - *Document Attached*
      - Nicole Kelly moved to approve the revised personnel recommendations.
      - Jennifer Medlen seconded the motion.
      - Motion carried.
    2. LCSC 2023-2024 School Calendar - **Action Required** - *Document Attached*
      - Howard Marshall moved to approve the 2023-2024 school calendar.
      - Jennifer Medlen seconded the motion.
      - Motion carried.
  - C. Director of Primary Education – *Yolanda Bracey*

D. Director of Secondary Education – *Sarah Castaneda*

1. Professional Leave Requests - **Action Required** - *Document Attached*
  - Jennifer Medlen moved to approve.
  - Nicole Kelly seconded the motion.
  - Motion carried.
2. Field Trip Requests - **Action Required** - *Document Attached*
  - Nicole Kelly moved to approve.
  - Cindy Sues seconded the motion.
  - Motion carried.
3. High School Core 40 Diploma Requirements

E. Director of Student Services - *Becky Gromala*

1. Professional Development Update
2. Professional Leave Requests - **Action Required** - *Document Attached*
  - Nicole Kelly moved to approve.
  - Janice Malchow seconded the motion.
  - Motion carried.

F. Director of Facilities – *Bill Ledyard*

1. Award and execute the contract for the Kolling ES West Parking lot & South Gym parking lot resurfacing - **Action Required** - *Document Attached*
  - Howard Marshall moved to approve.
  - Jennifer Medlen seconded the motion.
  - Motion carried.
2. Award and execute the contract for the Clark MS West Entry Drive and parking lot resurfacing - **Action Required** - *Document Attached*
  - Howard Marshall moved to approve.
  - Nicole Kelly seconded the motion.
  - Motion carried.
3. Award and execute the contract for the Clark MS East Exit Drive and parking lot resurfacing - **Action Required** - *Document Attached*
  - Nicole Kelly moved to approve.
  - Cindy Sues seconded the motion.
  - Motion carried.
4. Bibich Expansion Project – Update
5. 2022 Summer CPF Projects Summary – Update - *Document Attached*

G. Director of Technology – *Rick Moreno*

H. Director of Business Services – *Rob James*

1. Bond Funding Update
2. Professional Leave Requests - **Action Required** - *Document Attached*
  - Howard Marshall moved to approve.
  - Nicole Kelly seconded the motion.
  - Motion carried.
3. Donations - **Action Required** - *Document Attached*
  - Jennifer Medlen moved to approve.
  - Nicole Kelly seconded the motion.
  - Motion carried.

VIII. Public Comments – *Cindy Sues*

- There were no public comments.

IX. Board Comments and Consideration of Future Agenda Items – *Cindy Sues*

- Howard Marshall: I have nothing in particular, however, I've been thinking about this in light of what's transpired in our society over the past decade. I just want to make a short comment. We have to get ourselves together and get this corrected. We can't have children, adults, people being massacred on a daily basis. I know this may not be the appropriate forum for discussion on that, but I have some very strong feelings about control and I hope our congress gets off their duffs and get something passed, thank you.
- Janice Malchow: I wasn't going to comment, but Howard, you're right on that and I think about that at our local level the gun controls that are in place. It occurred to me while driving the other day, teachers have to go through, and correct me if I'm wrong Mrs. Mucha, but teachers have to go through security every once in awhile, right? Every so many years they have to be updated, they have security things they have to do every year. Yet, does a gun owner? Are they periodically required to update themselves on guns? So, not too many years ago they started that cycle where teachers need to be reissued a new license, based on all those security questions that have to be asked? Background checks - so is that true with owners of guns, I mean it's a rhetorical questions, but that's where I'm going with this, but anyway, maybe its not the right format, but I'm going to be quiet now, thank you.
- Cindy Sues: I just want to say it was a nice graduation ceremony so thank you to all at the high school, I know we had some newbies and they did a great job so thank you. Our baseball team, I understand they lost the other day so they are done. Our softball team went pretty pretty far also, so congratulations to them. That's all I have for this evening.

X. Board Calendar of Future Activities – *Dr. Veracco*

- Next School Board Meeting: June 20, 2022

XI. Adjournment – *Cindy Sues* – **Action Required**

- Nicole Kelly moved to adjourn the meeting at 7:45pm.
- Jennifer Medlen seconded the motion.
- Motion carried, meeting adjourned.

Minutes of the June 6, 2022 School Board Meeting were approved and adopted by the Board of School Trustees at the June 20, 2022 School Board Meeting.

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Cindy Sues, President

ATTEST:

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Nicole Kelly, Secretary

## BOARD RECOGNITION OF OUTSTANDING PERFORMANCE

For a student/teacher to be eligible for Board Recognition, the following criteria must be met before his/her name is submitted:

- A. Honors or awards received while participating in school corporation-sponsored activities.
  - 1. State and national honors and awards
  - 2. Athletic honors and awards beyond the conference and sectional level (i.e. regional, state, national)
  - 3. Awards and honors that are rare and bring credit to the Lake Central School Corporation.
- B. Honors and awards from activities NOT directly sponsored by the lake Central School Corporation which are rare and bring credit to the school corporation.
  - For group or team recognition, a certificate will be made out to the Team/Group (more than 12 members) and will be accepted by the captain or designee. Individual team members will receive their certificates at a later date to be determined by the coach or mentor. If the team has fewer than 12 members, certificates are issued to individual team members at the Board meetings.
  - The office will mail letters to the students and their parents, inviting them to attend a particular Board Meeting to receive their certificates (usually one week prior to the Board Meeting). Copies of the letters will be sent to the principal and sponsor/coach.
  - It is the responsibility of the school principal, coach, or mentor to submit, to the corporation office, the correct names and addresses of the students to be recognized.
  - Please take pictures during meets/events so the entire team is present. Pictures should be sent to Jeanne Nowacki and Matt Toczek.

**BUILDING PRINCIPAL'S AUTHORIZATION:** Kathi Tucker **DATE:** 4/26/2022

**All Recognition Requests must be approved by Dr. Veracco before being presented to the School Board**

*Please complete this form in its entirety and send to Central Office, ATTN: Susie Glasgow/Lori Olson*

**SCHOOL** Homan Elementary **CONTACT PERSON** Kathi Tucker

**NAME OF EVENT:** Elementary Math Bowl **LOCATION OF EVENT:** Kahler Middle School **DATE OF EVENT:** 4/12/2022

### CRITERIA/GENERAL INFORMATION REGARDING ACHIEVEMENT

*(To be read by Dr. Veracco during Board Meeting – attach sheet or use reverse side for additional information)*

On April 12th, Homan participated in the Indiana Academic Elementary Math Bowl Competition that was held at Kahler Middle School in Dyer, IN.

The team of 16 fourth grade students was led by coaches Lynn Malatestinic and Tina Miljevic.

Homan placed 8th in the state out of 64 teams.

### CERTIFICATE OF ACHIEVEMENT

*(Please indicate exact writing that should be on the certificate)*

Homan Elementary Math Bowl Team

8th Place at the State Level

Please indicate the following information on separate sheet of paper or on back of this form: ☐ Individual ☐ Group/Team

Name of Student, Address, Zip, Grade and any additional information. Name of Sponsor, Coach or Mentor

Name Tina Miljevic Title \_\_\_\_\_

Name Lynn Malatestinic Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

JUNE 6, 2022



PARENT OR GUARDIAN OF  
LUZ BATISTA  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
LAUREN BRUHN  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
VICTORIA BUSTOS  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
KI'MORA CONWELL  
[REDACTED]  
CROWN POINT IN 46307

PARENT OR GUARDIAN OF  
EMILY DZADO  
[REDACTED]  
CROWN POINT IN 46307

PARENT OR GUARDIAN OF  
LOGAN GORELICK  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
ZOEY HEMPHILL  
[REDACTED]  
CROWN POINT IN 46307

PARENT OR GUARDIAN OF  
JOHNNIE JORDAN III  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
YUG PATEL  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
KYLER RICHARDS  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
AUBREY ROZEK  
[REDACTED]  
CROWN POINT IN 46307

PARENT OR GUARDIAN OF  
VIOLET SANTAY  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
PRESTON SKRBINA  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
ANDERSON SMITH  
[REDACTED]  
SCHERERVILLE IN 46375

PARENT OR GUARDIAN OF  
LUCAS TREASURE  
[REDACTED]  
CROWN POINT IN 46307

PARENT OR GUARDIAN OF  
GAGE WEBBER  
[REDACTED]  
CROWN POINT IN 46307

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  - It is the responsibility of the school principal, coach, or mentor to submit, to the corporation office, the correct names and addresses of the students to be recognized.
  - Please take pictures during meets/events so the entire team is present. Pictures should be sent to Jeanne Nowacki and Matt Toczek.

BUILDING PRINCIPAL'S AUTHORIZATION: Kenneth Newton DATE: 5-25-22  
All Recognition Requests must be approved by Dr. Veracco before being presented to the School Board

*Please complete this form in its entirety and send to Central Office, ATTN: Susie Glasgow/Lori Olson*  
SCHOOL Kahler MS CONTACT PERSON Ken Newton

NAME OF EVENT: Academic Super Bowl LOCATION OF EVENT: - DATE OF EVENT: 4-30-22

### CRITERIA/GENERAL INFORMATION REGARDING ACHIEVEMENT

*(To be read by Dr. Veracco during Board Meeting – attach sheet or use reverse side for additional information)*

See Attachment.

### CERTIFICATE OF ACHIEVEMENT

*(Please indicate exact writing that should be on the certificate)*

See Attachment.

Please indicate the following information on separate sheet of paper or on back of this form: ☐ Individual ☐ Group/Team

Name of Student, Address, Zip, Grade and any additional information. Name of Sponsor, Coach or Mentor

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name David Siller Title Sponsor

JUNE 6, 2022

**Achievement:**

Our Academic Super Bowl Team scored first place at Regionals and 3rd place in the State in English. They also scored first place at Regionals and a top ten place in the State in Social Studies.

**Certificate:**

Indiana Academic Super Bowl 2022

1st at Regionals/3rd in State - English

1st at Regionals/Top 10 Finish in State - Social Studies

**Students:**

**Ivan Carey**

[REDACTED]

Dyer, IN 46311

**Madeline McNabney**

[REDACTED]

Schererville, IN 46375

**Jocelyne McNabney**

[REDACTED]

Schererville, IN 46375

**Atira Anekwe**

[REDACTED]

Schererville, IN 46375

**Alexis Grosskurth**

[REDACTED]

Schererville, IN 46375



## BOARD RECOGNITION OF OUTSTANDING PERFORMANCE

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  - It is the responsibility of the school principal, coach, or mentor to submit, to the corporation office, the correct names and addresses of the students to be recognized.
  - Please take pictures during meets/events so the entire team is present. Pictures should be sent to Jeanne Nowacki and Matt Toczek.

BUILDING PRINCIPAL'S AUTHORIZATION: *Jeane Nowacki*

DATE: 4-27-22

All Recognition Requests must be approved by Dr. Veracco before being presented to the School Board

*Please complete this form in its entirety and send to Central Office, ATTN: Susie Glasgow/Lori Olson*

SCHOOL LCHS

CONTACT PERSON Kari Regan

NAME OF EVENT: SkillsUSA

LOCATION OF EVENT: Indianapolis

DATE OF EVENT: April 8-9, 2022

### CRITERIA/GENERAL INFORMATION REGARDING ACHIEVEMENT

*(To be read by Dr. Veracco during Board Meeting – attach sheet or use reverse side for additional information)*

See attached

### CERTIFICATE OF ACHIEVEMENT

*(Please indicate exact writing that should be on the certificate)*

see attached

Please indicate the following information on separate sheet of paper or on back of this form: ☐ Individual ☐ Group/Team

Name of Student, Address, Zip, Grade and any additional information. Name of Sponsor, Coach or Mentor

Name See attached Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

True 6/1/2022

## **Board Recognition of Outstanding Performance**

### **Criteria/General Information Regarding Achievement:**

SkillsUSA is a partnership of students, teachers and industry working together to ensure America has a skilled workforce. A nonprofit national education association, SkillsUSA serves middle-school, high-school and college/postsecondary students preparing for careers in trade, technical and skilled service occupations. SkillsUSA is recognized by the U.S. Department of Education and the U.S. Department of Labor as a successful model of employer-driven workforce development. (taken from the SkillsUSA.org website)

This year, six of our students won medals in the state SkillsUSA competition held April 8-9, 2022 in Indianapolis.

### **Certificate of Achievement:**

Joseph Heuberger - Gold - Cabinetmaking  
Caleb Bracey - Silver - Criminal Justice  
Vincent Villa - Silver - Automobile Maintenance and Light Repair  
Dylan Dieringer - Bronze - Precision Machine  
Kadence Kissinger - Bronze - Digital Cinema  
Hunter Helson - Bronze - Digital Cinema

### **Names, Addresses, Sponsors of Recipients:**

Joseph Heuberger

14154 90th Ct Schererville IN 46375

Sponsor: Hammond Area Career Center

Caleb Bracey

1378 Grunewald Pl Dye, IN 46311

Sponsor: Hammond Area Career Center

Vincent Villa

129 Finar Truck Dr Schererville IN 46375

Sponsor: Mr. Mike Wester, Automotive Technology Teacher, Lake Central High School

Dylan Dieringer

9008 Knippenberg St S. John IN 46373

Sponsor: Mr. Terry Richardson, Machine Teacher, Lake Central High School

Kadence Kissinger

1810 Protsman Dr Schererville IN 46375

Sponsor: Hammond Area Career Center

Hunter Helson

15728 W 92nd Ave APT B Dyer IN 46311

Sponsor: Hammond Area Career Center

Book	Forms Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - EMPLOYMENT OF PERSONNEL FOR EXTRACURRICULAR ACTIVITIES
Code	po3120.08
Status	
Legal	I.C. 20-26-14-9 I.C. 20-34-7 I.C. 20-34-8
Adopted	December 5, 2011
Last Revised	October 21, 2019

**3120.08 - EMPLOYMENT OF PERSONNEL FOR EXTRACURRICULAR ACTIVITIES**

The School Board may find it necessary to employ members of the professional staff as coaches or activity sponsors.

The Board authorizes the Superintendent to recommend candidates for employment by the Board.

The Board requires that:

- A. Prior to coaching football to students who are less than twenty (20) years of age, all head and assistant football coaches shall complete a certified coaching education course approved by the Indiana Department of Education not less than once during a two (2) year period that:
  1. is sport-specific;
  2. contains player safety content, including content on:
    - a. concussion awareness;
    - b. equipment fitting;
    - c. heat emergency preparedness; and
    - d. proper technique;
  3. requires a coach to complete a test demonstrating comprehension of the content of the course; and

4. awards a certificate of completion to a coach who successfully completes the course.

If the coach receives notice from the School Corporation that new information has been added to the course before the end of the two (2) year period, the coach must complete instruction and successfully complete a test concerning the new information.

B. ~~After June 30, 2017, prior~~ Prior to coaching students in grades 5 - 12, all head and assistant coaches of interscholastic sports other than football, including cheerleading, shall complete a certified coaching education course approved by the Indiana Department of Education at least once during a two (2) year period that:

1. contains player safety content on concussion awareness;

2. ~~after December 31, 2018,~~ includes content for prevention of or response to heat-related medical issues that may arise from a student athlete's training;

3. requires a coach to complete a test demonstrating comprehension of the content of the course; and

4. awards a certificate of completion to a coach who successfully completes the course.

If the coach receives notice from the Corporation that new information has been added to the course before the end of the two (2) year period, the coach must complete instruction and successfully complete a test concerning the new information.

C. A head or assistant coach of an intramural sport other than football who is coaching students in grades 5 - 12 may elect to complete the above-referenced certified coaching education course. If compliance with I.C. 20-34-7 is required by the coaching certification requirements for the intramural sport that the head or assistant coach is coaching, the coach shall complete the above-referenced certified coaching education course.

D. A head coach or assistant coach of an athletic activity, marching band leader, or sponsor of an extracurricular activity in which students have an increased risk of sudden cardiac arrest as determined by the Indiana Department of Education (IDOE) shall complete the sudden cardiac training course offered by a provider approved by the IDOE. The coach, marching band leader or extra-curricular activity sponsor must complete this required sudden cardiac arrest training prior to coaching or leading the activity.

The Corporation will receive a certificate of completion from the provider for each coach, band leader or extracurricular activity sponsor successfully completing the required sudden cardiac arrest training. Each Corporation shall maintain all certificates of completion awarded for each individual who completes the sudden cardiac arrest training.

[THE FOLLOWING TRAINING IS OPTIONAL; CHOOSE THE OPTIONS THAT THE BOARD WISHES TO INCLUDE IN THE POLICY]

[ ] Additionally, the Board requires that:

A. [ ] All head and assistant coaches of students of any age participating in interscholastic or intramural sports other than football, including the cheerleading, shall complete a certified coaching education course approved by the State Department of Education at least once during a two (2) year period that:

1. contains player safety content on concussion awareness;

2. includes content for prevention of or response to heat-related medical issues that may arise from a student athlete's training;

3. requires a coach to complete a test demonstrating comprehension of the content of the course; and

4. awards a certificate of completion to a coach who successfully completes the course.

If the coach receives notice from the Corporation that new information has been added to the course before the end of the two (2) year period, the coach must complete instruction and successfully complete a test concerning the new information.

B. [ x ] All coaches (x) and athletic activity sponsors [END OF OPTION] of interscholastic or intramural sports for students of any age shall receive training about (x) concussions (x) sudden cardiac arrest (x) and heat-related medical issues [END OF OPTION] at least once during a two (2) year period.



- C. ☐ All coaches ( ) and athletic activity sponsors **[END OF OPTION]**, other than football coaches, shall be required to complete a coaching education course that contains player safety content on concussion awareness, equipment fitting, heat emergency preparedness, and proper technique. The course must be completed prior coaching or serving as an athletic activity sponsor. Each coach ( ) and athletic activity sponsor **[END OF OPTION]** must complete a course not less than once during a two (2) year period.

**[END OF OPTIONS]**

The Superintendent shall require that each person employed as a coach or athletic activity sponsor is qualified, has cleared a background check required by State law and Policy 3121 or Policy 8120, and has received the training required by State law and this policy. Additionally, before the Corporation hires or allows an individual to coach an Indiana High School Athletic Association recognized sport, the Corporation must take the following steps:

- A. ask him/her:
1. whether s/he is or has been accredited by the association; and
  2. if s/he is or has been accredited by the association, whether his/her accreditation has ever been suspended or revoked;
- B. request references from him/her;
- C. contact the references that s/he provides to the Corporation; and
- D. contact the association to determine whether his/her accreditation has ever been suspended or revoked.

The Corporation shall make a report to the Department of Child Services if a professional staff member who is a coach has engaged in suspected child abuse or neglect.

**[THE FOLLOWING REPORTS ARE RECOMMENDED; CHOOSE THE OPTIONS THAT THE BOARD WISHES TO INCLUDE IN THE POLICY]**

☒ The Corporation shall report to the association when a professional staff member who is a coach accredited by the association has been convicted of an offense described in I.C. 20-28-5-8(c) or of a known comparable offense in another state. These offenses include:

- A. Kidnapping (I.C. 35-42-3-2).
- B. Criminal Confinement (I.C. 35-42-3-3).
- C. Rape (I.C. 35-42-4-1).
- D. Criminal deviate conduct (I.C. 35-42-4-2) (before its repeal).
- E. Child molesting (I.C. 35-42-4-3).
- F. Child exploitation (I.C. 35-42-4-4(b) or I.C. 35-42-4-4(c)).
- G. Vicarious sexual gratification (I.C. 35-42-4-5).
- H. Child solicitation (I.C. 35-42-4-6).
- I. Child seduction (I.C. 35-42-4-5).

- J. Sexual misconduct with a minor (I.C. 35-42-4-9).
- K. Incest (I.C. 35-46-1-3).
- L. Dealing in or manufacturing cocaine or a narcotic drug (I.C. 35-48-4-1).
- M. Dealing in methamphetamine (I.C. 35-48-4-1.1).
- N. Manufacturing methamphetamine (I.C. 35-48-4-1.2).
- O. Dealing in a schedule I, II, or III controlled substance (I.C. 35-48-4-2).
- P. Dealing in a schedule IV controlled substance (I.C. 35-48-4-3).
- Q. Dealing in a schedule V controlled substance (I.C. 35-48-4-4).
- R. Dealing in a counterfeit substance (I.C. 35-48-4-5).

[ ☒ ] The Corporation shall report suspected misconduct by a professional staff member who is a coach that may constitute a crime to local law enforcement.

**[END OF OPTIONS]**

© Neola ~~2019~~ 2021

Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - EMPLOYMENT OF PERSONNEL FOR EXTRACURRICULAR ACTIVITIES
Code	po4120.08
Status	
Legal	I.C. 20-26-14-8 I.C. 20-26-14-9 I.C. 20-34-7 I.C. 20-34-8
Adopted	October 21, 2019

**4120.08 - EMPLOYMENT OF PERSONNEL FOR EXTRACURRICULAR ACTIVITIES**

The School Board may find it necessary to employ on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees (  x  ) may be members of the Corporation's (  x  ) classified staff (  x  ) support staff (  x  ) or individuals from the community or nearby areas.

The Board authorizes the Superintendent to recommend candidates for employment by the Board.

All part-time employees selected as coaches or activity sponsors who are not members of the professional staff are "at-will" employees. Their employment can be terminated with or without cause at any time. No other representative of the Corporation has the authority to enter into any agreement for employment for any specified period of time with such an employee.

The Board requires that:

A. Prior to coaching football to students who are less than twenty (20) years of age, all head and assistant football coaches shall complete a certified coaching education course approved by the Indiana Department of Education not less than once during a two (2) year period that:

1. is sport-specific;
2. contains player safety content, including content on:
  - a. concussion awareness;
  - b. equipment fitting;
  - c. heat emergency preparedness; and

d. proper technique;

3. requires a coach to complete a test demonstrating comprehension of the content of the course; and

4. awards a certificate of completion to a coach who successfully completes the course.

If the coach receives notice from the School Corporation that new information has been added to the course before the end of the two (2) year period, the coach must complete instruction and successfully complete a test concerning the new information.

B. ~~After June 30, 2017, prior~~ **Prior** to coaching students in grades 5 - 12, all head and assistant coaches of interscholastic sports other than football, including cheerleading, shall complete a certified coaching education course approved by the Indiana Department of Education at least once during a two (2) year period that:

1. contains player safety content on concussion awareness;

2. ~~after December 31, 2018,~~ includes content for prevention of or response to heat-related medical issues that may arise from a student athlete's training;

3. requires a coach to complete a test demonstrating comprehension of the content of the course; and

4. awards a certificate of completion to a coach who successfully completes the course.

If the coach receives notice from the Corporation that new information has been added to the course before the end of the two (2) year period, the coach must complete instruction and successfully complete a test concerning the new information.

C. A head or assistant coach of an intramural sport other than football who is coaching students in grades 5 - 12 may elect to complete the above-referenced certified coaching education course. If compliance with I.C. 20-34-7 is required by the coaching certification requirements for the intramural sport that the head or assistant coach is coaching, the coach shall complete the above-referenced certified coaching education course.

D. **A head coach or assistant coach of an athletic activity, marching band leader, or sponsor of an extracurricular activity in which students have an increased risk of sudden cardiac arrest as determined by the Indiana Department of Education (IDOE) shall complete the sudden cardiac training course offered by a provider approved by the IDOE. The coach, marching band leader or extracurricular activity sponsor must complete this required sudden cardiac arrest training prior to coaching or leading the activity.**

**The Corporation will receive a certificate of completion from the provider for each coach, band leader or extracurricular activity sponsor successfully completing the required sudden cardiac arrest training. Each Corporation shall maintain all certificates of completion awarded for each individual who completes the sudden cardiac arrest training.**

**[THE FOLLOWING TRAINING IS OPTIONAL; CHOOSE THE OPTIONS THAT THE BOARD WISHES TO INCLUDE IN THE POLICY]**

**[ ]** Additionally, the Board requires that:

A. **[ ]** All head and assistant coaches of students of any age participating in interscholastic or intramural sports other than football, including the cheerleading, shall complete a certified coaching education course approved by the State Department of Education at least once during a two (2) year period that:

1. contains player safety content on concussion awareness;

2. includes content for prevention of or response to heat-related medical issues that may arise from a student athlete's training;

3. requires a coach to complete a test demonstrating comprehension of the content of the course; and

4. awards a certificate of completion to a coach who successfully completes the course.

If the coach receives notice from the Corporation that new information has been added to the course before the end of the two (2) year period, the coach must complete instruction and successfully complete a test concerning the new information.

- B. ☒ All coaches ( ☒ ) and athletic activity sponsors **[END OF OPTION]** of interscholastic or intramural sports for students of any age shall receive training about ( ☒ ) concussions ( ☒ ) sudden cardiac arrest ( ☒ ) and heat-related medical issues **[END OF OPTION]** at least once during a two (2) year period.
- C. ☐ All coaches ( ☐ ) and athletic activity sponsors **[END OF OPTION]**, other than football coaches, shall be required to complete a coaching education course that contains player safety content on concussion awareness, equipment fitting, heat emergency preparedness, and proper technique. The course must be completed prior to coaching or serving as an athletic activity sponsor. Each coach ( ☐ ) and athletic activity sponsor **[END OF OPTION]** must complete a course not less than once during a two (2) year period.

The Superintendent shall require that each person employed as a coach or athletic activity sponsor is qualified, has cleared a background check required by State law and Policy 4121 or Policy 8120, and has received the training required by State law and this policy. Additionally, before the Corporation hires or allows an individual to coach an Indiana High School Athletic Association recognized sport, the Corporation must take the following steps:

- A. ask him/her:
1. whether s/he is or has been accredited by the association; and
  2. if s/he is or has been accredited by the association, whether his/her accreditation has ever been suspended or revoked;
- B. request references from him/her;
- C. contact the references that s/he provides to the Corporation; and
- D. contact the association to determine whether his/her accreditation has ever been suspended or revoked.

The Corporation shall make a report to the Department of Child Services if a nonteaching coach has engaged in suspected child abuse or neglect.

**[THE FOLLOWING REPORTS ARE RECOMMENDED; CHOOSE THE OPTIONS THAT THE BOARD WISHES TO INCLUDE IN THE POLICY]**

The Corporation shall report to the association when a nonteaching coach accredited by the association has been convicted of an offense described in I.C. 20-28-5-8(c) or of a known comparable offense in another state. These offenses include:

- A. Kidnapping (I.C. 35-42-3-2).
- B. Criminal Confinement (I.C. 35-42-3-3).
- C. Rape (I.C. 35-42-4-1).
- D. Criminal deviate conduct (I.C. 35-42-4-2) (before its repeal).
- E. Child molesting (I.C. 35-42-4-3).
- F. Child exploitation (I.C. 35-42-4-4(b) or I.C. 35-42-4-4(c)).
- G. Vicarious sexual gratification (I.C.35-42-4-5).



- H. Child solicitation (I.C. 35-42-4-6).
- I. Child seduction (I.C. 35-42-4-5).
- J. Sexual misconduct with a minor (I.C. 35-42-4-9).
- K. Incest (I.C. 35-46-1-3).
- L. Dealing in or manufacturing cocaine or a narcotic drug (I.C. 35-48-4-1).
- M. Dealing in methamphetamine (I.C. 35-48-4-1.1).
- N. Manufacturing methamphetamine (I.C. 35-48-4-1.2).
- O. Dealing in a schedule I, II, or III controlled substance (I.C. 35-48-4-2).
- P. Dealing in a schedule IV controlled substance (I.C. 35-48-4-3).
- Q. Dealing in a schedule V controlled substance (I.C. 35-48-4-4).
- R. Dealing in a counterfeit substance (I.C. 35-48-4-5).

The Corporation shall report suspected misconduct by a nonteaching coach that may constitute a crime to local law enforcement.

**[END OF OPTIONS]**

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Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - STAFF GIFTS
Code	po4214
Status	
Legal	I.C. 35-44.1-1-1 I.C. 35-44.1-1-2 I.C. 35-44.1-1-4 I.C. 35-44.1-1-5 2 C.F.R. 200.318 7 C.F.R. 3016.36(b)(3) and 3019.42
Adopted	December 5, 2011

#### 4214 - **STAFF GIFTS**

The School Board discourages the presentation of gifts to support staff members by students and their parents because it could embarrass students with limited means and gives the appearance of currying favor.

It is the policy of the Board that no support staff member should expect or accept gifts for carrying out the terms of his/her assignment.

[ ] If a staff member has provided an unusual amount of extra help for a student and the parents insist on showing appreciation, expression other than money may be accepted.

[ ] The Board does recognize, though, that gift-giving to support staff members at ~~Christmas~~ some special holidays fits the spirit of the season and gift-giving at the close of an academic year is a part of tradition. At these times, gifts other than money may be accepted.

Upon the recommendation of the Superintendent, the Board shall consider, as appropriate, the presentation of token gifts to retiring members of the staff who have rendered service for a period of time.

Support staff members shall not accept any form of compensation from vendors that might influence their recommendations on or raise a conflict of interest with respect to the eventual purchase of equipment, supplies, or services. See also Board Policy 4113 - Conflict of Interest. Furthermore, support staff members shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, support staff members who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business with the Corporation or a vendor with whom the Corporation is doing business, whereby an individual support staff member receives compensation in any form for services rendered.

Such compensation includes, but is not limited to cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a support staff member receives such compensation, albeit unsolicited, from a vendor, the support staff member shall notify the Superintendent, in writing, that s/he received such compensation and the compensation has been returned to the vendor.

**SELECT EITHER OPTION 1 OR OPTION 2**

**[ ☒ ] Option 1**

A Corporation employee making a recommendation to the Board on a matter to be considered by the Board shall not accept any gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter.

**[END OF OPTION 1]**

**[ ☐ ] Option 2**

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

**END OF OPTION 2**

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Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - SCHOOL TRANSFER OPTIONS
Code	po5113.02
Status	From Neola
Legal	20 U.S.C. 6301 20 U.S.C. 7912 Title I, Section 1116(b)(1)(E) of the Elementary and Secondary Education Act, as amended Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended
Adopted	December 5, 2011

#### 5113.02 - ~~SCHOOL CHOICE TRANSFER OPTIONS PROVIDED BY THE NO CHILD LEFT BEHIND ACT~~

~~The School Board acknowledges that the Federal No Child Left Behind Act of 2001 ("NCLBA") provides that the parents/guardians of students enrolled in a Title I school that has been listed for "school improvement" for two (2) or more years, have the right to transfer their children to another school in the Corporation, provided there is a school that provides instruction at the students' grade level(s) and such school has not been identified as being in the process of school improvement, corrective action, or restructuring. If there is not another school in the Corporation offering instruction at the students' grade level(s) that has not been identified as needing improvement, the Superintendent must contact neighboring corporations and request that they permit students to transfer to a school in one of those corporations. The Superintendent shall also offer Supplemental Educational Services (SES) if a transfer within the Corporation is not possible.~~

~~Additionally, students~~ Students attending a "persistently dangerous" school, as defined by State law have the right to transfer to another "safe" school in the Corporation. If there is not another "safe" school in the Corporation providing instruction at the students' grade level(s), the Superintendent must contact neighboring corporations and request that they permit students to transfer to a school in one (1) of those corporations.

Furthermore, a student who is a victim of a "violent crime" on school property also has the right to transfer to another school. If there is not another school in the Corporation providing instruction at the student's grade level, the Superintendent shall contact neighboring corporations and request that they permit that student to transfer to a school in one of those corporations providing instruction at the student's grade level.

The School Board authorizes such transfers in accordance with AG 5113.02.

Children who transfer in accordance with this policy will be permitted to remain at the school of transfer until completing the highest grade at the school.

**20 U.S.C. 6301**

**20 U.S.C. 7912**

**Title I, Section 1116(b)(1)(E) of the Elementary and Secondary Education Act, as Amended**

**Title I, Section 1116(b)(1)(E) of the Elementary and Secondary Education Act, as amended**

Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended

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Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - STUDENT CONCUSSIONS AND SUDDEN CARDIAC ARREST
Code	po5340.01
Status	
Legal	I.C. 20-34-7, 20-34-8
Adopted	November 5, 2012

#### 5340.01 - **STUDENT CONCUSSIONS AND SUDDEN CARDIAC ARREST**

It is the policy of the School Board that the risk of student injury be considered and addressed in the planning and implementation of every student activity sponsored by the Board. The Board therefore directs and requires that before beginning practice for an interscholastic sports activity, including cheerleading, the coach of the activity shall provide the parent of each student-athlete in grades 5 - 12 and each student-athlete in grades 5 - 12 with the information sheet on Concussion and Head Injury and acknowledgement form issued by the Indiana Department of Education (**IDOE**) and shall require the student's parent and the student to sign and return the form acknowledging the receipt of the information from the ~~Indiana Department of Education~~ **IDOE** on Concussion and Head Injury. If the coach of an intramural sports activity elects to or is required to comply with I.C. 20-34-7, s/he shall provide the parent of each student-athlete in grades 5-12 and each student-athlete in grades 5-12 with the information sheet on Concussion and Head Injury and acknowledgement form issued by the ~~Indiana Department of Education~~ **IDOE** and shall require the student's parent and the student to sign and return to the coach the form acknowledging the receipt of the information from the ~~Indiana Department of Education~~ **IDOE** on Concussion and Head Injury.

The Board also directs and requires that before beginning practice for an interscholastic sports activity, ~~or cheerleading,~~ **marching band, or other extracurricular activity in which students have an increased risk of sudden cardiac arrest as determined by the IDOE** the coach of the activity **or marching band leader** shall provide to each ~~student-athlete-applicable student~~ and his/her parent or legal guardian (unless the student is at least age eighteen (18) or is an emancipated minor) the information sheet on Sudden Cardiac Arrest and acknowledgement form issued by the ~~Indiana Department of Education~~ **IDOE** and require the ~~student-athlete-applicable student~~ and his/her parent or legal guardian (unless the student is at least age eighteen (18) or is an emancipated minor) to sign and return to the coach **or marching band leader** the form acknowledging the receipt of the information from the ~~Indiana Department of Education~~ **IDOE** on Sudden Cardiac Arrest.

#### **[THE FOLLOWING NOTIFICATIONS ARE OPTIONAL; CHOOSE THE OPTIONS THAT THE BOARD WISHES TO INCLUDE IN THE POLICY]**

Additionally, the Board directs and requires that

**[ ☒ ]** before beginning practice for any interscholastic or intramural sports activity, including cheerleading, the coach of the activity shall provide the parent of each student participating in the activity and the student participating in the activity with the information sheet on Concussion and Head Injury and acknowledgement form issued by the ~~Indiana Department of Education~~ **IDOE** and shall require the student's parent and the student to sign and return to the coach the form acknowledging the receipt of the information from the ~~Indiana Department of Education~~ **IDOE** on Concussion and Head Injury.

**[ ☒ ]** before beginning practice for any interscholastic or intramural sports activity, including cheerleading, the coach of the activity shall provide the parent or legal guardian of each student participating in the activity (unless the student is at least age eighteen (18) or is an emancipated minor) and the student participating in the activity with the

information sheet on Sudden Cardiac Arrest and acknowledgement form issued by the ~~Indiana Department of Education IDOE~~ and shall require the student's parent or legal guardian (unless the student is at least age eighteen (18) or is an emancipated minor) and the student to sign and return to the coach the form acknowledging the receipt of the information from the ~~Indiana Department of Education IDOE~~ on Sudden Cardiac Arrest.

**[END OF OPTIONS]**

The coach/sponsor, marching band leader or other official designated by the school shall maintain an original of each applicable signed acknowledgement form for each student and shall not allow the ~~student-athlete-applicable student~~ to participate in the ~~sport activity~~ until the signed acknowledgement form(s) from the parent (as required above) and applicable student is/are properly executed and returned.

A student-athlete in grades 5 - 12 who participates in an interscholastic sport, including cheerleading, and is suspected of sustaining a concussion or head injury in a practice or game shall be removed from play at the time of the injury and may not return to play until s/he has been seen and evaluated by a licensed health care provider trained in the evaluation and management of concussions and head injuries, the coach receives a written clearance from the licensed healthcare provider who evaluated the student-athlete that the s/he can safely return to participation in the sport or activity, and not less than twenty-four (24) hours have passed since s/he was removed from play.

**[THE FOLLOWING PROVISIONS ARE OPTIONAL]**

☒ Additionally, the Board directs and requires that:

- A. ☒ A student-athlete of any age who participates in any interscholastic or intramural sports activity, including cheerleading, and is suspected of sustaining a concussion or head injury in a practice or game shall be removed from play at the time of the injury and may not return to play until s/he has been seen and evaluated by a licensed health care provider trained in the evaluation and management of concussions and head injuries, the coach receives a written clearance from the licensed healthcare provider who evaluated the student-athlete that s/he can safely return to participation in the sport or activity, and not less than twenty-four (24) hours have passed since s/he was removed from play.
- B. ☐ A coach shall maintain the original of the written clearance from the health care provider for the student-athlete to return to play for no less than ( ) three (3) years. ( ) three (3) years after the student reaches age eighteen (18). **[END OF OPTION]**

**[END OF OPTIONS]**

~~A-An applicable~~ student participating in an interscholastic sports activity, ~~or cheerleading, marching band, or other extracurricular competitive or noncompetitive activity in which students have an increased risk of sudden cardiac arrest as determined by the IDOE~~ who is suspected ~~as determined by a game official, coach of the applicable student's team, licensed athletic trainer, physician assistant, advanced practiced registered nurse, licensed physician, marching band leader, or other official designated by the applicable student's school~~ of experiencing a symptom of sudden cardiac arrest in a practice for an ~~interscholastic sports activity or cheerleading or in an interscholastic sports activity or cheerleading above activity~~ shall be removed from practice or play at the time that the symptom is identified, and the parent or legal guardian of the ~~student-athlete-applicable student~~ shall be notified of the ~~student-athlete's-applicable student's~~ symptoms (unless the student is at least age eighteen (18) or is an emancipated minor). ~~A student-athlete-An applicable student~~ who has been removed from practice or play may not return to practice or play until the coach/sponsor, marching band leader or other official designated by the applicable student's school has received verbal permission from a parent or legal guardian of the student (or from the student if the student is at least age eighteen (18) or is an emancipated minor) for him/her to return to practice and play. Within twenty-four (24) hours after giving verbal permission of the ~~student-athlete-applicable student~~ to return to practice and play, the parent or legal guardian (or the student if the student is at least age eighteen (18) or is an emancipated minor) must provide the coach, marching band leader, or other official designated by the school with a written statement that the student has permission to return to practice and play.

**[THE FOLLOWING PROVISIONS ARE OPTIONAL]**

Additionally, the Board directs and requires that:

- A. ☒ A student-athlete of any age who participates in any interscholastic or intramural sports activity, including cheerleading, and is suspected of experiencing a symptom of sudden cardiac arrest in a practice or game shall be removed from practice or play at the time that the symptom is identified, and the parent or legal guardian of the student-athlete shall be notified of the student athlete's symptoms (unless the student is at least age eighteen (18) or is an emancipated minor). A student-athlete who has been removed from practice or play may not return to practice or play until the coach has received verbal permission from a parent or legal guardian of the student (or from the student if the student is at least age eighteen (18) or is an emancipated minor) for him/her to return to practice and play. Within twenty-four (24) hours after giving verbal permission of the student-athlete to return to practice and play, the parent or legal guardian (or the student if the student is at least age eighteen (18) or is an emancipated minor) must provide the coach with a written statement that the student has permission to return to practice and play.
- B. ☐ A coach shall maintain the original of the written statement that the student has permission to return to practice and play for no less than ☐ three (3) years. ☐ three (3) years after the student reaches age eighteen (18).**[END OF OPTION]**
- C. ☐ Each coach of an interscholastic or intramural sports activity, including cheerleading, shall receive training on ☒ concussions, ☒ sudden cardiac arrest (including the symptoms), ☒ heat-related medical issues, ☒ cardiopulmonary resuscitation, ☒ and the use of an automated external defibrillator.

**[END OF OPTIONS]**

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Book	Policy Manual
Section	Volume 34, No. 1 – October 2021
Title	Revised Policy – Vol. 34, No. 1 – October 2021 – GRADUATION REQUIREMENTS
Code	po5460
Status	
Legal	I.C. 20-19-2-21 I.C. 20-26-5-37 I.C. 20-30-4-2 I.C. 20-32-4-1 through 14
Adopted	December 5, 2011

#### 5460 - GRADUATION REQUIREMENTS

It shall be the policy of the School Board to acknowledge each student's successful completion of the instructional program appropriate to the achievement of School Corporation goals and objectives as well as personal proficiency by the awarding of a diploma at fitting graduation ceremonies.

The Superintendent is directed to provide each student in grade 12 and the parent of each student in grade 12 a notice regarding the existence of the Free Application for Federal Student Aid (FAFSA) and a description of the process and benefits of completing the FAFSA. This notice also shall include approximate annual tuition costs of each State educational institution of higher education in the Indiana and State scholarships, grants or other assistance available to students in Indiana. The Superintendent may use the model notice prepared by the commission of higher education or develop a local notice containing the required information.

**[ DRAFTING NOTE: A graduation plan is a requirement of I.C. 20-30-4-2, however, it is not mandated to be part of the Corporation's graduation requirement policy. The Corporation would not withhold a diploma for failure to have a graduation plan. This language is provided to highlight the revised requirements established in the 2021 legislative session and all Corporation counselors should be trained regarding these statutory requirements.]**

**[ x ] A graduation plan shall be developed, in consultation with each student's school counselor and after seeking consultation with each student's parents, by the time each student completes 8th grade. This plan will be part of each student's permanent student record and accessible to a parent of the student pursuant to the Family Education Rights and Privacy Act (FERPA).**

**Each plan shall include:**

- A. **a statement of intent to graduate from high school;**
- B. **an acknowledgement of the importance of:**



1. good citizenship;
2. school attendance; and
3. diligent study habits;

C. the subject and skill areas of interest to the student; and

D. the postsecondary goals of the student aligned with the graduation pathway requirements pursuant to State law.

The Board shall award a high school diploma to every student enrolled in this Corporation who meets the requirements of graduation established by this Board as provided by the State. Students enrolled in the Corporation shall have the opportunity to earn the standard Indiana high school diploma with any of the designations approved by the Indiana State Board of Education.

The Corporation may award a standard Indiana high school diploma with a general designation, Core 40 designation, a Core 40 with Academic Honors designation, or a Core 40 with Technical Honors designation.

The Board shall issue a diploma for a deceased student at the request of a parent (as defined in I.C. 20-18-2-13) of the student if the student:

- A. died while enrolled in grade 12 of a school in the school corporation; and
- B. was academically eligible or on track to meet the requirements for the diploma at the time of death.

A student who is issued a diploma pursuant to this provision may not be considered a graduate for purposes of I.C. 20-26-13.

Students with disabilities who have completed and are ready to exit their programs may participate in graduation activities and shall be awarded, as appropriate,

- A. a diploma;
- B. an alternate diploma for students with significant cognitive disabilities;
- C. a certificate of achievement; or
- D. a certificate of course completion.

The Corporation shall not require students with disabilities to complete locally required credits that exceed State credit requirements to receive a diploma unless otherwise required as part of the student's individualized education program (IEP). The Board shall award a certificate of achievement to a student who is on a nondiploma track as determined by that student's case conference committee and indicated on the student's IEP.

The Board shall award an alternate diploma to students with significant cognitive disabilities who meet the criteria established by the State Board. Not more than one percent (1%) of students of a cohort may be awarded an alternate diploma.

The Board shall award a certificate of course completion to a student who completes the minimum courses required for high school graduation but does not pass the Graduation Qualifying Examination unless the student meets the criteria for waiver under State law, in which case the Board shall award a diploma to the student.

The Board shall award a high school equivalency certificate to any individual who meets the criteria established by State law.

#### **Additional Requirements for Students with Disabilities**



During the student's annual case review held when a student with a disability is enrolled in 8<sup>th</sup> grade, the case conference committee shall review and discuss with the student's parent (and the student, if appropriate):

- A. the types of designations available for the high school diploma students may receive in the State of Indiana;
- B. the course requirements for each type of designation; and
- C. employment and career options for the student and the type of academic, technical, and vocational preparation necessary to achieve the employment or career.

The student's IEP must include the type of designation for the diploma the student will seek and courses that will allow the student to progress toward the diploma in a timely manner.

Beginning in grade 9 and in addition to the annual case review, the student's teacher of record shall communicate at least once each grading period with the student's parent concerning the student's progress toward diploma with the selected designation. If the parent requests a meeting with the teacher of record to discuss the student's progress, the teacher must meet with the parent in a timely manner. Such a meeting does not constitute a case conference committee meeting, and a request for such a meeting does not abrogate a parent's right to call for a meeting of the case conference committee at any time.

Each student is required to meet:

- A. the academic standards tested in the graduation examination;
- B. the course and credit requirements adopted by the State Department of Education;
- C. additional graduation requirements established by the Board of School Trustees.

Upon the request of the student's parents, the student may be exempted from the Core 40 curriculum requirements and be required to complete the general curriculum to graduate as required by State law. Also, school officials may initiate a discussion with the parents about exempting a student from the Core 40 curriculum if the student does not pass at least three (3) courses required under the Core 40 curriculum or if the student scores in the twenty-fifth percentile or lower the first time the student takes the graduation exam. If the parent makes the decision to exempt the student from the Core 40 requirement, the student will be required to complete the general curriculum as required by State law.

Commencement exercises will include those students who are eligible for a diploma, ( x ) certificate of achievement, or ( x ) certificate of course completion as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct so warrants.

**NOTE: DENYING PARTICIPATION IN COMMENCEMENT EXERCISES TO SPECIAL EDUCATION STUDENTS WHO HAVE COMPLETED THEIR PROGRAM VIOLATES 511-IAC 7-27-9(b).**

I.C. 20-19-2-21

I.C. 20-26-5-37

**I.C. 20-30-4-2**

I.C. 20-32-4-1 through 14

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Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - THE SCHOOLS AND GOVERNMENTAL AGENCIES
Code	po5540
Status	
Legal	I.C. 31-9-2-44.1 I.C. 31-30.5-1 Ind. R. Evid. 617
Adopted	December 5, 2011

#### 5540 - THE SCHOOLS AND GOVERNMENTAL AGENCIES

The School Board is committed to protect students from individuals not associated with the School Corporation seeking access to students at school, but also recognizes its responsibility to cooperate with law enforcement agencies and ~~Child Protective Services of~~ the Department of Child Services-~~("CPS")~~ **(DCS)**.

When an agency such as ~~CPS-DCS~~ requests permission to interrogate a student at school, the principal or designee shall **( x )** attempt to inform the student's parents, unless directed not to do so by the representative of the agency. **( )** request that the agency inform a parent unless the parent is the target of the investigation. **[END OF OPTION]**

When ~~Child Protective Services-DCS~~ states a legitimate purpose, **such as exigent circumstances as defined by State law**, for questioning or examining a student while the student is entrusted to the Corporation, the principal or designee ~~( )~~ shall be present throughout the proceedings, unless ordered not to be present by a representative of the agency **(DCS)** or a court of law. The ~~principal or designee-Principal~~ shall not interfere with the interview or examination if present during the interview or examination. ~~( ) shall not be present during the interview or examination.~~**[END OF OPTION]**

If, the DCS makes a request to interview a student at school alone, this request will only be granted under the following circumstances:

- A. the DCS employee presents their official credentials as a department caseworker, or other proof of employment with the department upon arrival at the school; and
- B. the DCS employee has a written statement that the DCS has parental consent or a court order, or exigent circumstances consistent with State law ( ) and AG 5540A - Relationship With Governmental Agencies [END OF OPTION] to interview a student at school. This statement shall not disclose any of the facts of the allegations or evidence and therefore may be transmitted to the Corporation electronically.

If an electronic statement is submitted regarding need for a DCS employee to interview a student at school, this statement shall not be maintained in the student's file and the Corporation shall protect the student and the student's family's confidentiality regarding the written statement and the interview.

Law enforcement agencies shall be discouraged from interviewing students on school property unless they are investigating an alleged crime that occurred on school property. If a law enforcement agent interrogates a student on school property, no school representative shall be present during the interview. Rather, any such interrogation shall be

considered a law enforcement issue handled by the law enforcement agency.

**[SELECT OPTION 1 OR OPTION 2]**

**[OPTION 1]**

☐ If a student is interrogated by a law enforcement officer on school property and regarding an investigation in which the student may be a suspect,

**[OPTION 2]**

☐ If a student is interrogated by a law enforcement officer on school property,

**[END OF OPTIONS]**

the principal or designee must make an effort to immediately notify the student's parent of the interrogation. If immediate notification is not possible, the principal or designee must notify the student's parent not later than twelve (12) hours after the interrogation occurs.

When an agency or law enforcement official removes a student from school, the principal or designee shall notify the student's parent and the Superintendent before the time the student would normally arrive home on that day.

No student shall be released to an agency, other than a law enforcement agency or CPS, without written parental permission, except in the event of emergency or for the protection of life or property as determined by the Principal.

As used in this policy, "student" means any person enrolled in classes other than adult education classes, and is not limited to persons under eighteen (18) years of age.

The Superintendent shall prepare guidelines to promote understanding and cooperation between staff members and students and these agencies.

**I.C. 31-9-2-44.1**

I.C. 31-30.5-1

Ind. R. Evid. 617

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Book Policy Manual

Section Volume 34, No. 1 - October 2021

Title Revised Policy - Vol. 34, No. 1 - October 2021 - AUTHORIZATION TO ACCEPT AND DISTRIBUTE ELECTRONIC RECORDS AND TO USE ELECTRONIC SIGNATURE

Code po6105

Status From Neola

Legal I.C. 5-1-14-18  
I.C. 26-2-8 Uniform Electronic Transactions Act  
15 U.S.C. 7001 et seq.  
SBOA Memorandum re Electronic Signature (April 14, 2020)

Adopted December 5, 2011

#### 6105 - AUTHORIZATION TO ACCEPT AND DISTRIBUTE ELECTRONIC RECORDS AND TO USE ELECTRONIC SIGNATURE

Unless a provision of law specifically prohibits the use of an electronic record for the specified purpose, the School Board authorizes the acceptance and distribution/transmission of electronic records to and from School Corporation staff and other persons, as well as between Corporation staff members. The Board authorizes the Treasurer, ( ) Board President, ( ) Board Secretary, ( ) Superintendent of Schools, ( ) \_\_\_\_\_ **[other employees of the Corporation who are permitted or required in the performance of their duties to affix their signature on any check, draft, warrant, voucher or other instrument for the payment of money]** to prepare and utilize an electronic signature, in lieu of their manual signature, and to affix such facsimile signature to any of the following instruments: checks; drafts; warrants; vouchers; or other instruments for the payment of money and necessary or desirable in connection with the withdrawal of Corporation funds for and on its behalf. The individuals specified above may affix their manual or electronic signature to the instruments identified so long as they continue to act as such officers/employees. The use of electronic signatures is expressly approved by the Board. Said checks, drafts, warrants, vouchers, or other instruments for the payment of money may be drawn or relate to the accounts of the Corporation with the various financial institutions (depositories/banks) with which the Corporation conducts business.

The Superintendent shall put in place measures to protect the integrity, security, and accessibility of electronic signatures and electronic records to comply with the mandates of State and Federal agencies or programs, including Medicaid.

All Corporation staff shall comply with all provisions of the Uniform Electronic Transaction Act when creating, generating, sending, communicating, receiving, storing, processing, using, and relying upon electronic records. Further, all Corporation staff and other persons who use electronic signatures when completing transactions with the Corporation shall do so in compliance with State law.

☐ Signatures by hand (i.e., manual) are required for any transactions in the amount of, or in excess of, \$\_\_\_\_\_ [e.g. \$500,000].

☐ Multiple signatures are required for any transactions in the amount of, or in excess of, \$\_\_\_\_\_, or as may be required by other Board policies.

The Board directs that the financial institutions (depositories/banks) with which the Corporation does business are authorized and requested to accept, honor, cash, pay or transfer, without limit as to the amount or without further inquiry, checks bearing the authorized signature(s) as provided by the immediately preceding paragraph whether tendered in payment of an individual obligation or deposited in the account of the Corporation. The Treasurer is directed to provide written notice of the adoption of any electronic signature to the depository from which funds are to be withdrawn, which notice shall include a description of the device to be used, a specimen of such electronic signature, and a copy of this policy. Prior to use of the electronic signature, the written approval of such depository must be obtained.

With regard to the acceptance and distribution/transmission of electronic records and electronic signatures, the Superintendent may specify the following:

- A. The manner and format in which the electronic records must be created, generated, sent, communicated, received, and stored and the systems established for those purposes.
- B. If electronic records must be signed by electronic means, the type of electronic signature that is required, the manner and format in which the electronic signature must be affixed to the electronic record, and the identity of, or criteria that must be met, by any third party used by a person filing a document to facilitate the process.
- C. Control processes and procedures as appropriate to provide for adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records.
- D. Any other required attributes for electronic records that are specified for nonelectronic records or reasonably necessary under the circumstances.

Electronic signature is defined to include but is not limited to, the reproduction of any authorized signature by a copper plate or by a photographic, photostatic, or mechanical device. Electronic signature does not authorize the use of a rubber stamp signature for any of the instruments detailed above.

[ ] In order to protect the Board and its employees from loss, damage or expense occasioned by the unauthorized use of an electronic signature, the Board directs the Treasurer to procure for the Corporation and for the individuals identified above a surety bond in such amount as approved by its legal advisor.

The actual electronic signature should be maintained under the care, custody, and control of ( ) the Treasurer's Department ( ) \_\_\_\_\_ [some other identified location] and, as a further precaution, all checks must be entered into the check register so that all numbers can be accounted for.

**I.C. 5-1-14-18**

I.C. 26-2-8 Uniform Electronic Transactions Act

15 U.S.C. 7001 et seq.

**SBOA Memorandum re Electronic Signature (April 14, 2020)**

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Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114
Status	From Neola
Legal	2 C.F.R. 200.403-407 2 C.F.R. 200.413(a)-(c) 2 C.F.R. 200.430(a) 2 C.F.R. 200.431(a) 2 C.F.R. 200.439(b)(2) 2 C.F.R. 200.458 2 C.F.R. 344(b) 34 C.F.R. 75.703 34 C.F.R. 76.707 34 C.F.R 708(a)

#### 6114 - **COST PRINCIPLES - SPENDING FEDERAL FUNDS**

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

#### **Cost Principles**

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

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

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

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the School Corporation or the proper and efficient performance of the Federal award;



2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
5. whether the cost represents any significant deviation from the established practices or School Board policy which justifiably may increase the expense.

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

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

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

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

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

The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and 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.

- G. Not be included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:

1. in the case of personal services, the Superintendent shall implement a system for Corporation personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;

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

I. Be incurred during the approved budget period.

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

### **Selected Items of Cost**

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

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

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.
- E. When approved as a direct cost by the Federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- F. If the Corporation is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

### **Cost Compliance**

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

### **Determining Whether a Cost is Direct or Indirect:**

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

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the

program, etc.). **Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$5,000.**

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

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

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

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

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

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

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

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

### **Timely Obligation of Funds**

Financial obligations are orders placed for property and services, contracts and sub-awards made, and similar transactions that require payment.

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

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

If the obligation is for:

- A. Acquisition of property - on the date which the Corporation makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the Corporation - when the services are performed.

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

### **Period of Performance**

All financial obligations must occur during the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the Corporation is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one or more portions or budget periods. The period of performance is dictated by statute and will be indicated in the grant award notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

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

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

For both State-administered and direct grants, regardless of the period of availability, the Corporation shall liquidate all financial obligations incurred under the award not later than ninety (90) 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.

2 C.F.R. 200.403-407

2 C.F.R. 200.413(a)-(c)

2 C.F.R. 200.430(a)

2 C.F.R. 200.431(a)

**2 C.F.R. 200.439(b)(2)**

2 C.F.R. 200.458

2 C.F.R. 344(b)

34 C.F.R. 75.703

34 C.F.R. 76.707

34 C.F.R. 708(a)

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Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - BUDGET HEARING
Code	po6230
Status	From Neola
Legal	I.C. 6-1.1-17-5.3 I.C. 20-26-5-4 I.C. 20-46-1-8(e)
Adopted	December 5, 2011
Last Revised	December 16, 2019

#### 6230 - BUDGET HEARING

The annual budget adopted by the School Board represents the Board's position on the allocation of resources required to operate an appropriate system of education. All reasonable means shall be employed by the Board to present and explain that position to all interested parties. The public budget hearings will be conducted in accordance with law.

Each member of the Board and each School Corporation administrator shall be sufficiently acquainted with the budget and its underlying purposes to answer questions from members of the public.

At the public hearing to adopt the budget, the Corporation shall acknowledge whether the anticipated transfer amount from the Education Fund to the Operations Fund during the next calendar year will be more than fifteen percent (15%) of the total revenue deposited in the Education Fund.

**Also, at the public hearing, the Corporation shall annually specify the Corporation's revenue spending plan associated with a referendum tax levy. The spending plan includes: 1) an estimate of the amount of annual revenue expected to be collected; 2) the specific purposes for which the revenue collected will be used and 3) an estimate of the annual dollar amounts that will be expended for each purpose.**

The budget approved by this Board will be made available to the public in the form and at the places required by law.

The final adoption of the proposed annual budget shall be made by the Board after completion of the public hearing.

I.C. 6-1.1-17-5.3

I.C. 20-26-5-4

**I.C. 20-46-1-8(e)**

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Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - DISPOSITION OF SURPLUS PROPERTY
Code	po7310
Status	From Neola
Legal	2 C.F.R. 200.312, 200.313 I.C. 20-26-5-4 I.C. 36-1-11
Adopted	December 5, 2011

#### 7310 - **DISPOSITION OF SURPLUS PROPERTY**

The School Board requires the Superintendent to review the property of the School Corporation periodically and to dispose of that material and equipment which is no longer usable in accordance with the terms of this policy.

##### **A. Instructional Material**

The Corporation shall review instructional materials (i.e. textbooks, library books, manuals, support materials, etc.) periodically to determine the relevance of such materials to the present world and current instructional programs. The following criteria will be used to review instructional materials for redistribution and possible disposal:

1. concepts or content that do not support the current goals of the curriculum
2. information that may not be current
3. worn beyond salvage

##### **B. Equipment**

The Corporation shall inspect the equipment used in the instructional program periodically, to determine the condition and usability of such equipment in the current educational program. Should the equipment be deemed no longer serviceable or usable, the following criteria will be used to determine possible disposal:

1. repair parts for the equipment no longer readily available
2. repair records indicate equipment has no usable life remaining



3. obsolete and no longer contributing to the educational program
4. some potential for sale at a school auction
5. creates a safety or environmental hazard

#### C. Textbooks

The Corporation shall dispose of textbooks in accordance with the procedures prescribed by statute.

The Corporation shall dispose of textbooks determined by Corporation officials to no longer be of use in the Corporation pursuant to Section D below.

#### D. Disposition

The Superintendent is authorized to dispose of obsolete instructional and other property by selling it to the highest bidder, by donation to appropriate parties, or by proper waste disposal.

**If the Board passes a resolution to close a high school, the Corporation shall develop a plan relating to the preservation or transfer of memorabilia, trophies, or other property that may have historical significance as determined by the Board. The plan shall be made available for public inspection and posted to the Corporation's website.**

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the Corporation shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made in accordance with disposition instructions of the Federal awarding agency.

Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent (10%) of the proceeds, whichever is less, for its selling and handling expenses.

The Corporation may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the Corporation shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

Book	Policy Manual
Section	Volume 34, No. 1 - October 2021
Title	Revised Policy - Vol. 34, No. 1 - October 2021 - TRANSPORTATION
Code	po8600
Status	
Legal	<p>I.C. 9-13-2-161 ("school bus" defined)</p> <p>I.C. 9-19-10-2 (use of safety belt by motor vehicle occupants)</p> <p>I.C. 9-21-12 (school bus operation)</p> <p>I.C. 16-41-37-2.3 ("school bus" defined, smoking prohibited)</p> <p>I.C. 16-41-37-4 ("school bus" defined, smoking prohibited)</p> <p>I.C. 20-18-2-1.7 (definition of appropriate vehicle)</p> <p>I.C. 20-26-5-4(a)(5) (purchase of buses) and (8) (employ drivers)</p> <p>I.C. 20-27-3 (State School Bus Committee)</p> <p>I.C. 20-27-5-6 (definition of appropriate vehicle)</p> <p>I.C. 20-27-9 (use of school buses)</p> <p>I.C. 20-27-11-1</p> <p>I.C. 20-27-10-0.5</p> <p>I.C. 20-27-12-0.1</p> <p>I.C. 20-27-12-0.3</p> <p>I.C. 20-27-12-5</p> <p>Hoagland v. Franklin Township Community School Corporation, No. 49S02-1410-PL-643, 27 N.E.3d 737 (Ind. 2015) (school corporation may discontinue transportation services for students)</p> <p>Archdiocese of Indpls. v. MSD of Lawrence Twp., 945 N.E.2d 757 (Ind. App. 2011); Frame v. South Bend Schools, 480 N.E.2d 261 (Ind. App. 1985) (transporting non-public school students)</p>
Adopted	December 5, 2011
Last Revised	January 6, 2020

**8600 - TRANSPORTATION**

It is the policy of the School Board to provide transportation for students when the distance between their home and school makes the service advisable. This policy and any administrative guideline implementing it shall be implemented in compliance with Federal and State law, regulations of the Indiana State Board of Education and the State School Bus Committee.

Each September, the School Corporation must review the Corporation's school bus routes and school bus safety policies to improve the safety of students and adults.

☒ School buses shall be purchased, housed, and maintained by the Board for the transportation of students between their home areas and the schools of the Corporation to which they are assigned. All use of tobacco, including smoking is prohibited on a school bus. A school bus is a motor vehicle that is designed and constructed for the accommodation of at least ten (10) passengers and used for the transportation of school children to and from school, school athletic games or contests, and other school functions. The term "school bus" does not include a privately owned automobile with a capacity of not more than five (5) passengers that is used for the purpose of transporting school children to and from school.

☒ The Board may enter into a contractual agreement with a qualified contractor for the transportation of students.

☐ The Board may enter into a fleet contract with a fleet contractor under the provisions of Indiana law and such contracts may include a provision allowing the school bus drivers to be eligible for life and health insurance benefits and other fringe benefits available to other Corporation personnel.

☐ The Board may enter into a fleet agreement with a transportation network company (TNC) to transport Corporation students if the Corporation conducts an expanded criminal history check and expanded child protection index check for every TNC driver who will transport Corporation students.

☐ The Board may enter into an agreement with an agency or organization serving persons with a developmental disability in which a school bus or special purpose bus used by the Corporation may be used to transport persons with a developmental disability who are at least two (2) years of age to and from programs for persons with a developmental disability.

☐ The Board may allow, by written authorization the use of a school bus or a special purpose bus for the transportation of adults at least sixty-five (65) years of age or adults with developmental or physical disabilities.

A special purpose bus is any motor vehicle designed and constructed for the accommodation of more than ten (10) passengers that meets the Federal school bus safety standards, except the requirement for stop arms and flashing lights, and that is used by the Board for transportation purposes not appropriate for school buses. A special purpose bus is not required to be constructed, equipped, or painted as specified for regular school buses.

A special purpose bus may not be used to provide transportation of school children between their residence and school (except for persons enrolled in a special program, i.e., for the habilitation or rehabilitation of students with developmental disabilities, orthopedic impairments, or multiple disabilities between their residence and the school).

☒ A special purpose bus may be used for transportation of students from one school to another school.

☒ A special purpose bus may be used to transport students and their supervisors, including coaches, managers, and sponsors to athletic, other extracurricular school activities, and field trips.

**[START OF OPTION]**

☒ A special purpose bus may be used to transport homeless or foster students. If more than seven (7) students are being transported to schools in the same school corporation, a school bus or a special purpose bus must be used. If seven (7) or fewer students are being transported to schools in the same school corporation, a special purpose bus or an "appropriate vehicle" may be used to transport the students. The driver must meet the qualifications for the driver of a school bus or special purpose bus set forth in State statute, as applicable, if a school bus or special purpose bus is used.

An "appropriate vehicle" is defined as a vehicle that:

- A. is owned by the Corporation or contracted for by the Corporation and
- B. has a seating capacity of not more than eight (8) passengers including the driver. The term "appropriate vehicle" includes a car, truck, sport utility vehicle, or minivan.

**[END OF OPTION]**

**[START OF OPTION]**

[x] A special purpose bus may be used to transport students for career and technical education programs. If more than seven (7) students are being transported to or from a career and technical education program, a school bus or a special purpose bus must be used. If seven (7) or fewer students are being transported to or from a career and technical education course an appropriate vehicle may be used to transport the students. The driver of the vehicle used to transport students to or from technical education programs must meet the qualifications for a driver of a school bus or special purpose bus set forth in State statute, as applicable, if a school bus or special purpose bus is used. A special purpose bus may be used to transport students from school to school or to/from school and a career and technical education program but may not be used to transport students between their residence and a career and technical education program.

An "appropriate vehicle" is defined as a vehicle that:

- A. is owned by the Corporation or contracted for by the Corporation; and
- B. has a seating capacity of not more than eight (8) passengers including the driver.

The term "appropriate vehicle" includes a car, truck, sport utility vehicle, or minivan.

**[END OF OPTION]**

If the special purpose bus has a capacity of less than sixteen (16) passengers, the operator must hold a valid operator's, chauffeur's, commercial drivers, or public passenger chauffeur's license. If the special purpose bus has a capacity of more than fifteen (15) passengers or is used to provide transportation:

- A. between an individual's residence and the school for an individual enrolled in a special program for the habilitation or rehabilitation of persons with a developmental or physical disability, and, if applicable, the individual's sibling;
- B. between an individual's residence and the preschool facility site for preschool children who attend preschool offered by the Corporation; or
- C. between an individual's residence and the program for ~~for~~ persons with a developmental disability;
- D. the operator must meet the requirements of a regular school bus driver.

Transportation of eligible vocational or special education children between their home areas and schools outside the Corporation shall be arranged through the use of Corporation-owned vehicles, through cooperation with other corporations, through commercial carriers, and/or by other means in the most efficient and economical manner.

The Board shall provide transportation to non-public school students with legal settlement in the Corporation when seats are available on a bus on an existing route. This transportation shall be provided without charge when the Board does not incur additional expense, and shall be to and from the students' non-public school or the point on an established bus route that is nearest or most easily accessible to the non-public school.

Vehicle routes shall be established so that an authorized vehicle stop is available within reasonable walking distance of the home of a student entitled to transportation services.

The Board authorizes the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well-being of the students while on a bus.

If the vehicle is equipped with safety belts that meet the standards stated in Federal Motor Vehicle Safety Standard Number 208 (49 CFR 571.208) and are standard equipment installed by the manufacturer, then each occupant shall have a safety belt properly fastened around his/her body at all times when the vehicle is in forward motion, as required by State statute.

If a school bus driver must load or unload an elementary school student at a location that requires the student to cross a roadway that is a U.S. route or state route, the Superintendent shall present the school bus route to the Board for approval.

**[NOTE: SELECT THE FOLLOWING OPTION ONLY IF YOU ARE A RURAL SCHOOL CORPORATION]**

### **[ ] Transportation of Charter School Students**

If a student who attends a charter school located in a rural school corporation resides on or along the highway constituting the regular route of a Corporation bus, the Board shall provide transportation for the charter school student when seats are available on a bus on an existing route. This transportation shall be provided without charge when the Board does not incur additional expense and shall be to and from the student's charter school or the point on an established bus route that is nearest or most easily accessible to the charter school.

I.C. 9-13-2-161 ("school bus" defined)

I.C. 9-19-10-2 (use of safety belt by motor vehicle occupants)

I.C. 9-21-12 (school bus operation)

I.C. 16-41-37-2.3 ("school bus" defined, smoking prohibited)

I.C. 16-41-37-4 ("school bus" defined, smoking prohibited)

**I.C. 20-18-2-1.7 (definition of appropriate vehicle)**

I.C. 20-26-5-4(a)(5) (purchase of buses) and (8) (employ drivers)

I.C. 20-27-3 (State School Bus Committee)

**I.C. 20-27-5-6 (definition of appropriate vehicle)**

I.C. 20-27-9 (use of school buses)

I.C. 20-27-11-1

I.C. 20-27-10-0.5

I.C. 20-27-12-0.1

I.C. 20-27-12-0.3

I.C. 20-27-12-5

Hoagland v. Franklin Township Community School Corporation, No. 49S02-1410-PL-643, 27 N.E.3d 737 (Ind. 2015) (school corporation may discontinue transportation services for students)

Archdiocese of Indpls. v. MSD of Lawrence Twp., 945 N.E.2d 757 (Ind. App. 2011); Frame v. South Bend Schools, 480 N.E.2d 261 (Ind. App. 1985) (transporting non-public school students)

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**MUCHA**



## Lake Central School Corporation

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St. John, IN 46373  
Fax: (219) 365-6406

website: [lcsc.us](http://lcsc.us)



**Lawrence Veracco, Ph.D.**  
*Superintendent*

**Terry Mucha**  
*Director of Human Resources*

**Yolanda Bracey, Ph.D.**  
*Director of Primary Education*

**Sarah Castaneda**  
*Director of Secondary Education*

**Rebecca Gromala**  
*Director of Student Services*

**TO:** Board of School Trustees  
**FROM:** Terry Mucha, Director of Human Resources  
**DATE:** June 2, 2022  
**RE:** Board Meeting of June 6, 2022

### Personnel

### REVISION

*(Board action required)*

We are recommending that the following be approved:

#### **I. Certified Appointments & Resignations:**

##### **A. Appointments:**

1. James McCormack (Highland), English Teacher, Lake Central High School, (effective August 10, 2022).
2. Lisa Joubert (Bargersville), Speech Language Pathologist, Watson Early Childhood & Private Schools, (effective August 10, 2022).
3. Meghan Stewart (St John), Math Teacher, Lake Central High School, (effective August 10, 2022).
4. Morgan Hirschfield (Indianapolis), Science Teacher, Clark Middle School, (effective August 10, 2022).
5. Adriana Ponce, Permanent Resource Teacher (from temp position), Lake Central High School, (effective August 10, 2022).
6. Anna Weir (St John), Temporary Special Education Teacher, Kolling Elementary School, (effective for the 2022-2023 school year).
7. Doug DeVries, Permanent Social Studies Teacher (from temp position), Lake Central High School, (effective August 10, 2022).
8. Rebecca Schultz-Maniel (Dyer), Special Education Teacher, Clark Middle School, (effective August 10, 2022).

##### **B. Resignations:**

1. Rachel Adams, First Grade High Ability, Protsman Elementary School, (effective at the end of the 2021-22 school year).
2. Lupe Jauregui, Spanish Teacher, Lake Central High School, (effective at the end of the 2021-22 school year).

3. Jeffrey Sherman, Math Teacher, Lake Central High School, (effective June 6, 2022).

## **II. Classified Appointments, Retirements, & Resignations:**

### **A. Appointments:**

1. Kathie Bednarowski (Munster), Paraprofessional, Protsman Elementary School, (effective for the 2022-23 school year).
2. Justin Schranz (Dyer), Paraprofessional, Homan Elementary School, (effective August 10, 2022).
3. Asad Ahmed (Re-Hire), Paraprofessionals, Kolling Elementary School, (effective August 11, 2022).

### **B. Retirements:**

1. Silvia Pulido, Head Custodian, Homan Elementary School, (effective July 5, 2022; *24 years of dedicated service*).
2. Kathi Seef, Custodian 1A, Clark Middle School, (effective June 17, 2022; *11 years of dedicated service*).

### **C. Resignations:**

1. Kathy Resendiz, Paraprofessional, Homan Elementary School, (effective May 13, 2022).
2. Sydney Saari, Paraprofessional, Clark Middle School, (effective May 24, 2022).
3. Jayne Kranc, Paraprofessional, Lake Central High School, (effective May 22, 2022).
4. Lisa Jorsch, Part-time Nurse, Clark Middle School, (effective May 31, 2022).
5. Michael Poulos, Head Custodian, Lake Central High School, (effective June 16, 2022).

## **III. Certified Extracurricular Appointments & Resignations:**

### **A. Appointments:**

1. Jerry Michner, Purchase of Plan-Grade 5 PE, Grimmer Middle School, (effective for the 2022-2023 school year).
2. Jodie Ritchie, Purchase of Plan-Grade 5 PE, Grimmer Middle School, (effective for the 2022-2023 school year).
3. Kathy Grimler, Purchase of Plan-Grade 5 Art, Grimmer Middle School, (effective for the 2022-2023 school year).
4. Kirstie Keller, Purchase of Plan-Grade 5 Art, Grimmer Middle School, (effective for the 2022-2023 school year).
5. Jeremy McGoldrick, Purchase of Plan-Grade 5 Computers, Grimmer Middle School, (effective for the 2022-2023 school year).
6. Lisa Huguenard, Purchase of Plan-Grade 5 Computers, Grimmer Middle School, (effective for the 2022-2023 school year).
7. Danielle Carr, Robotics, Lake Central High School, (effective August 10, 2022).

### **B. Resignations:**

1. Becky Spanier, Spell Bowl & Math Bowl, Peifer Elementary School, (effective at the end of the 2021-22 school year).
2. Nicholas Podrebarac, Assistant Boys Tennis Coach, Lake Central High School, (effective May 12, 2022).
3. Sarah Roth, NJHS Co-Sponsor, Grimmer Middle School, (effective May 24, 2022).

4. Ronald Lee, Student Government, Lake Central High School, (effective August 1, 2022).
5. Brian Vest, Boys Assistant Track Coach, Grimmer Middle School, (effective May 24, 2022).
6. Elizabeth Schultz, Robotics Co-Sponsor, Homan Elementary School, (effective May 20, 2022).
7. Kourtney Iler, Yearbook/Publications Sponsor, Kahler Middle School, (effective May 24, 2022).
8. Bill Gray, Athletic Director, Kahler Middle School, (effective May 24, 2022).
9. Joseph Reid, 7<sup>th</sup> Grade B Girls Basketball Coach, Clark Middle School, (effective June 2, 2022).
10. Joseph Reid, Spell Bowl Coach, Clark Middle School, (effective June 2, 2022).

**IV. Classified Extracurricular Appointments & Resignations:**

**A. Appointments:**

1. Ronald Knestrict, JV Boys Soccer Coach, Lake Central High School, (effective August 1, 2022).
2. Emily Brink, Yearbook/Publications Sponsor, Clark Middle School, (effective August 2022).

**B. Resignations:**

1. Sydney Saari, Publications Sponsor, Clark Middle School, (effective May 24, 2022).
2. Emily Brink, Paws for a Cause, Clark Middle School, (effective May 24, 2022).
3. Alondra Avalos, Freshman Volleyball Coach, Lake Central High School, (effective May 27, 2022).

**V. Approval of Lake Central School Corporation Substitute Staff Appointments and Resignations – Refer to attached list of substitutes that have been hired and have resigned.**

## NEW TEACHERS FOR 2022-23

[illegible]

## Lake Central School Corporation

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**Sarah Castaneda**  
*Director of Secondary Education*  
**Rebecca Gromala**  
*Director of Student Services*

June 6, 2022

### Certified FMLA Leave

Melissa Vallejo – Teacher – Homan

Melanie Venturelli – Teacher – Protsman

Collette Herald-Lambert – Teacher - Kahler

6/6/2022

### Substitutes - Hired

[illegible]

### Substitutes - Resigned

[illegible]



# LAKE CENTRAL SCHOOL CORPORATION—STUDENT - 2023—2024 SCHOOL CALENDAR

AUGUST 2023											
		1	2	3	4	5					
6	7	8	9	10	11	12					
13	14	15	16	17	18	19					
20	21	22	23	24	25	26					
27	28	29	30	31							

**BEGINNING DATES**  
 First Teacher Day—August 14, 2023  
 Students—August 15, 2023

**ENDING DATES**  
 Students—May 24, 2024  
 Teachers—May 28, 2024

**FIRST SEMESTER: August 15, 2023 to December 21, 2023**

ELEMENTARY/MIDDLE/HIGH SCHOOL  
 1st Grading Period—August 15, 2023 to October 13, 2023 (43 days)  
 2nd Grading Period—October 16, 2023 to December 21, 2023 (44 days)

**SECOND SEMESTER: January 8, 2024 to May 24, 2024**

ELEMENTARY/MIDDLE/HIGH SCHOOL  
 3rd Grading Period—January 8, 2024 to March 13, 2024 (46 days)  
 4th Grading Period—March 14, 2024 to May 24, 2024 (46 days)

## SCHOOL CLOSING DATES:

September 4th..... Labor Day  
 October 27th thru October 30th..... Fall Break Day  
 November 22nd thru November 24th..... Thanksgiving Break  
 December 22nd thru January 5th..... Winter Break  
 (Teacher Records Day December 22, 2023)  
 (Students return January 8, 2024)  
 January 15th..... Martin Luther King  
 February 19th..... President's Day  
 March 25th thru March 29th..... Spring Break  
 April 1st..... Easter Break

\*Any day cancelled due to weather or other emergencies must be made up either through elearning days or by adding day(s) at the end of the school year. Please plan for the possibility of the school year extending beyond May 24, 2024. Makeup days will begin May 28 through May 31, 2024 as needed.

\*\*Lake Central will limit its use of weather related elearning to 2 days per event.

8th GRADE CELEBRATION—TBD  
 HIGH SCHOOL COMMENCEMENT—TBD

**SUMMER SCHOOL—2024 (No School July 4, 2024)**

Elementary: TBD  
 Middle School: TBD High School: TBD

Draft 5/31/22

FEBRUARY 2024											
			1	2	3						
4	5	6	7	8	9	10					
11	12	13	14	15	16	17					
18	19	20	21	22	23	24					
25	26	27	28	29							

MARCH 2024											
				1	2						
3	4	5	6	7	8	9					
10	11	12	13	14	15	16					
17	18	19	20	21	22	23					
24	25	26	27	28	29	30					
31											

APRIL 2024											
		1	2	3	4	5	6				
7	8	9	10	11	12	13					
14	15	16	17	18	19	20					
21	22	23	24	25	26	27					
28	29	30									

MAY 2024											
			1	2	3	4					
5	6	7	8	9	10	11					
12	13	14	15	16	17	18					
19	20	21	22	23	24	25					
26	27	28	29	30	31						

JUNE 2024											
							1				
2	3	4	5	6	7	8					
9	10	11	12	13	14	15					
16	17	18	19	20	21	22					
23	24	25	26	27	28	29					
30											

JULY 2024											
		1	2	3	4	5	6				
7	8	9	10	11	12	13					
14	15	16	17	18	19	20					
21	22	23	24	25	26	27					
28	29	30	31								

SEPTEMBER 2023											
						1	2				
3	4	5	6	7	8	9					
10	11	12	13	14	15	16					
17	18	19	20	21	22	23					
24	25	26	27	28	29	30					

OCTOBER 2023											
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8	9	10	11	12	13	14					
15	16	17	18	19	20	21					
22	23	24	25	26	27	28					
29	30	31									

November 2023											
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5	6	7	8	9	10	11					
12	13	14	15	16	17	18					
19	20	21	22	23	24	25					
26	27	28	29	30							

DECEMBER 2023											
						1	2				
3	4	5	6	7	8	9					
10	11	12	13	14	15	16					
17	18	19	20	21	22	23					
24	25	26	27	28	29	30					
31											

JANUARY 2024											
		1	2	3	4	5	6				
7	8	9	10	11	12	13					
14	15	16	17	18	19	20					
21	22	23	24	25	26	27					
28	29	30	31								

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**Lawrence Veracco, Ph.D.**  
*Superintendent*

**Terry Mucha**  
*Director of Human Resources*

**Yolanda Bracey**  
*Director of Primary Education*

**Sarah Castaneda**  
*Director of Secondary Education*

**Rebecca Gromala**  
*Director of Student Services*

TO: Board of School Trustees  
FROM: Sarah Castaneda, Director of Secondary Education  
DATE: June 2, 2022  
RE: **Board Meeting of June 6, 2022**

---

### **PROFESSIONAL LEAVE REQUESTS**

<b>NAME</b>	<b>Joe Huppenthal, Dave Milausnic</b>
<b>POSITION</b>	Teachers/Coaches
<b>SCHOOL</b>	LCHS
<b>EVENT</b>	Team trip
<b>DATES</b>	6/29/2022
<b>PLACE</b>	Gurnee, IL
<b>DESCRIPTION</b>	Girls/Boys Basketball teams trip to Great America for bonding and relationship building
<b>SPONSORING ORGANIZATION</b>	LCHS Athletics
<b>EXPENSES</b>	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
<b>FUNDING</b>	Self-Funded

SC/vv

<b>NAME</b>	<b>Michelle Calhoun</b>
POSITION	Teacher
SCHOOL	Grimmer Middle School
EVENT	Launching the Writers Workshop
DATES	8/04/2022
PLACE	Virtual Workshop
DESCRIPTION	Writing Workshop for grades 3-12
SPONSORING ORGANIZATION	Smekens Education
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$169 Estimated Travel Cost – \$0
FUNDING	Corporation Title II

## **Lake Central School Corporation**

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**Sarah Castaneda**  
*Director of Secondary Education*

**Rebecca Gromala**  
*Director of Student Services*

TO: Board of School Trustees

FROM: Sarah Castaneda, Director of Secondary Education

DATE: June 2, 2022

RE: **Board Meeting of June 6, 2022**

---

### ***FIELD TRIP REQUESTS***

Joe Huppenthal and Dave Milausnic, teachers and coaches at LCHS, request to take approximately (40) members of the Girls Basketball Team and (30) members of the Boys Basketball Team to Six Flags Great America in Gurnee, IL on June 29, 2022. The trip will provide the opportunity for team bonding and relationship building. This is a self-funded trip.

SC/vv

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**Terry Mucha**  
Director of Human Resources

**Yolanda Bracey**  
Director of Primary Education

**Sarah Castaneda**  
Director of Secondary Education

**Rebecca Gromala**  
Director of Student Services

TO: Board of School Trustees  
FROM: Rebecca Gromala, Director of Student Services  
DATE: June 2, 2022  
RE: **Board Meeting of June 6, 2022**

---

### PROFESSIONAL LEAVE REQUESTS

NAME	Marisa Jagadich
POSITION	Educational Diagnostician
SCHOOL	District
EVENT	CPI Refresher Training
DATES	8/05/2022
PLACE	Oak Brook, IL
DESCRIPTION	Refresher program for existing NCI instructors
SPONSORING ORGANIZATION	CPI – Non-Violent Crisis Intervention
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees – \$1399 Estimated Travel Cost – Mileage
FUNDING	646-0-12410-31200-0001

RG/vv



<b>NAME</b>	<b>JoLynn Luevano</b>
POSITION	SLP
SCHOOL	Protsman
EVENT	Indiana AAC Summit: It Takes Two to Tango: Perfecting Essential Partner Skills for AAC Success
DATES	9/22 – 9/23/2022
PLACE	Westfield, IN
DESCRIPTION	AAC Continuing Education Conference
SPONSORING ORGANIZATION	Indiana AAC Summit
EXPENSES	Estimated Meal Cost - \$35 Estimated Hotel Cost - \$101.92 Estimated Required Fees – \$75 Estimated Travel Cost – Mileage
FUNDING	646-0-21520-31200-0009

BID TABULATION FORM

Project:

Kolling ES Parking Lot Re-Surfacing --- May 2022



	Bidder	Kolling ES Base Bid West Main Lot	Kolling ES	Total Bid		Notes
			Alternate #1 S end W Lot Gym			
1	Milestone Contractors North (W&K)	\$ 96,640.00	\$ 33,200.00	\$ 129,840.00		6500 sq yds Base
						2000 sq yds Alt #1
						8500 total sq yds
2	Rieth-Riley Construction Co.	\$ 113,321.00	\$ 32,707.00	\$ 146,028.00		7475 sq yds Base
						2135 sq yds Alt #1
						9610 total sq yds
3	Site Services	\$ 84,555.00	\$ 31,910.00	\$ 116,465.00		7460 sq yds Base
						2171 sq yds Alt #1
						9631 total sq yds

Award Highlighted

**Date:** May 12, 2022

**Pages:** 2

**To:** Bill Ledyard - Lake Central School Corp.

**Phone:** 558-2712

**From:** Eric DeVries

**Phone:** 219-924-9944

**Proposal #:** 220660

**Subject:** Asphalt Milling and 1.5" paving @ Kolling Elem School located at 8801 Wicker Ave in St. John, IN

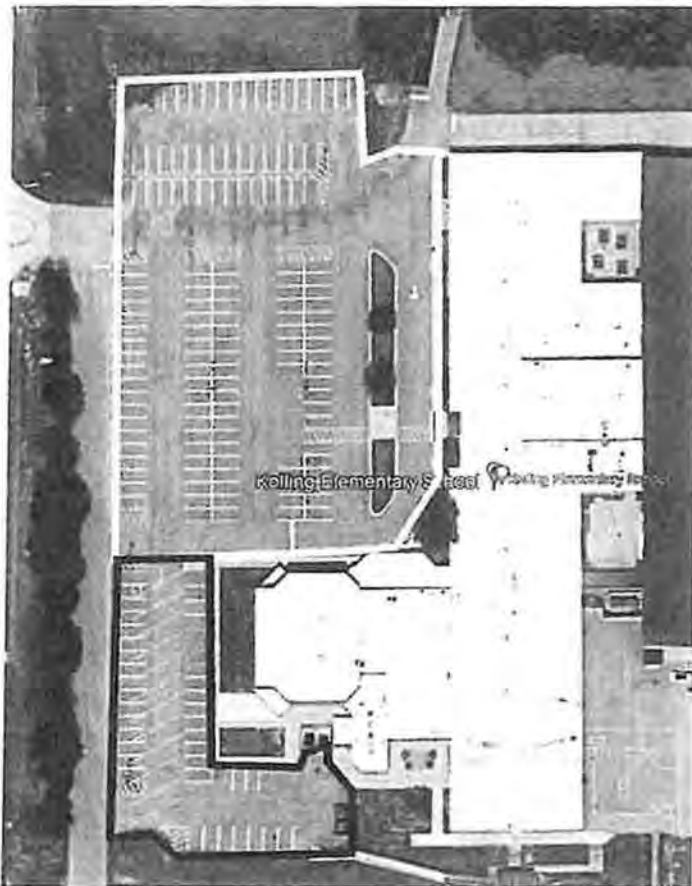
**We Propose the Following:**

**Asphalt Milling and Paving - 1 ½" Thickness – approx. 7,460 sq yards**

- Surface asphalt will be milled off from the specified area.
- The millings will be loaded onto dump trucks and hauled off-site.
- The areas will be swept clean and a layer of liquid asphalt "tack" will be applied.
- 1 ½" of new asphalt surface will be paved in the prepared areas.
- The mix will be properly compacted.

**Price for the above listed milling and paving project:** **\$ 84,555.00**

**Alternate price for the south lot approx. 2,171 sq yards:** **\$ 31,910.00**



**Disclaimer:** Material prices have been escalating quickly due to market volatility. This quote is provided based on current supplier prices, but these may rise without notice. Should the cost of asphalt materials increase prior to the start of the project, an additional material surcharge may be added to the final invoice. This will be reviewed at the time the project is awarded and scheduled. Prices are firm for **15 days** from the date of the proposal.

**Terms:** Balance due upon completion, Net 30 days. Interest of 1½% per month will be added to all past due, unpaid balances. Customer is responsible for the costs of collection of past due accounts, including but not limited to court costs and attorney fees. Note: we will accept payment by credit card, but there is a 3% additional charge above the contract price. If a permit is required, the cost of obtaining the permit will be added to the price of the project.

**Warranty:** Site Services warranties against defects in products or workmanship for a period of one (1) year from the date of installation. The warranty is limited to the repair or replacement of the defect. The warranty specifically excludes Damage from Acts of God, accidents, excessive traffic loads and snowplowing.

**Site Services** We will work closely with you to schedule this project in a way that will minimize the inconvenience involved for everyone. We have completed thousands of projects since 1982. Please check our website at [siteservicesonline.com](http://siteservicesonline.com) or call for the location of projects in your area.

Cordially,



Eric DeVries  
Estimator

#### PROPOSAL ACCEPTANCE

To accept this proposal, sign below and send a copy back to me. Work will only be scheduled after the signed proposal has been returned, or a purchase order has been issued.

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Company Name

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Options Selected: \_\_\_\_\_ Total Contract Price: \_\_\_\_\_

**SCHEDULING** – After the proposal is signed and returned, I will make a work order for the operations manager. You will then be contacted regarding a proposed schedule for the project. Please indicate any issues that will affect our scheduling of this project. Indicate the hours the facility is open and any dates of special events. Please remember that Site Services does not work on Sunday.

THANK YOU FOR CHOOSING SITE SERVICES!





Milestone Contractors North, Inc.  
1700 E. Main St.  
Griffith, IN 46319  
Phone: (219) 924-5900  
Fax: (219) 924-8768

**PROPOSAL**  
(Contract Binding Upon Credit  
Approval and Acceptance)

Date: May 20, 2022

**To:** Lake Central School Corporation  
**Attn:** William Ledyard  
**Area:** See Below

**Project:** Kolling Elementary School  
**Estimate No.** G00397  
**Estimator:** Ashley Henningfield

We propose to furnish only the material(s), labor, equipment and/or services (collectively "Work") for the above Project at the Price(s) and in accordance with terms stated below. We may, without notice, deem this Proposal to have been withdrawn if: (1) not accepted within 14 days following the date hereof, and/or (2) the results of a credit check do not meet our internal credit approval standards. UPON TIMELY ACCEPTANCE AND CREDIT APPROVAL AS PROVIDED ABOVE, THIS PROPOSAL SHALL BECOME A BINDING CONTRACT.

**Base Bid (6,500 SYD):**

- Mill 1.5" of existing asphalt
- Place and compact 1.5" HMA Surface
- Install tack coat

**Lump-Sum Total: \$96,640.00**

**ALTERNATE (2,000 SYD):**

- Mill 1.5" of existing asphalt
- Place and compact 1.5" HMA Surface
- Install tack coat

**Alternate Lump-Sum Total: \$33,200.00**

**We Exclude (Unless Stated Above):** Permits, site utilities, pavement markings, excavation, subgrade preparation, undercuts, landscaping, traffic control, prime, saw cutting, engineering, concrete work, fine grading (If aggregate base is placed by others), sweeping, additional asphalt patching, inspection fees, building or removing any temporary ramps and testing

**Notes:**

- Excludes any signs, bollards, concrete work, striping.
- Cost of permits not included.
- Excludes sales tax.
- Price includes one mobilization.
- If additional mobilizations are required, add ..... \$1,500.00 / EA
- If HMA Asphalt patching is required, add ..... \$40.00/ SYD.
- The above prices are a package quote, please do not remove any items without calling for a revised quote.
- If additional materials, including bituminous material is required due to faulty/unsuitable subgrade or subbase, billing will be based on actual material used.
- Any stone base lost due to construction traffic or construction staging will be considered an extra
- We cannot guarantee proper pavement drainage on slopes less than one percent.



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*Terms and conditions include those on reverse side and/or continuation sheet(s)*  
**SUBMITTED** as of the Date stated above on behalf of Milestone Contractors North, Inc.

By: Ashley Henningfield

Title: Estimator

**CUSTOMER ACCEPTANCE:** This Proposal including description(s) of Work and all other terms and conditions herein stated, are hereby accepted and authorization is hereby given to commence the Work accordingly.

---

Signature

---

Title

---

Date

## General Terms and Conditions

These terms shall supersede any different terms stated in any other documents that have been or may hereafter be issued or executed for the above Project or Work. Customer's acceptance of this Proposal may occur by signature below, or by any act or expression manifesting Customer's intention to proceed hereunder, including but not limited to Customer's approval, directive or authorization for us to commence Work. We shall not be bound by any additional or different terms stated by Customer in any prior or future expression concerning the Project, or by any modifications or additions to terms stated herein, unless separately agreed to by us in writing.

1. Customer shall (a) not cause, create or allow others to cause or create any conflict, delay or hindrance in our performance of Work; (b) provide and expedite responses to submittals and inquiries, and provide sufficient and timely information, permits and approvals; (c) assure access to and make all provisions for our entry upon lands, including easements and rights of way; (d) assure and guarantee that products of our Work remain free of damage, deterioration or other adverse or detrimental conditions due to deficiencies or inadequacies in design, inspections or other work undertaken by or for Customer or others; (e) take such other action and manage the Project in other respects to enable us to perform Work in an uninterrupted, expedited and single-shift operation; and (f) indemnify us and hold us harmless as to any losses, costs and damages arising from third party claims and caused in whole or part by the Customer or others for whose acts Customer is responsible.
2. We shall not be held responsible for or otherwise become obligated with respect to any of the following:
  - a) Conforming to any original or updated scheduling that is has not been expressly approved by us beforehand in writing;
  - b) Delays, hindrances or other adverse and unavoidable conditions and circumstances (including adverse weather) not exclusively caused by us and within our control, or which render our performance impossible, impracticable or unduly burdensome or costly;
  - c) Damages to or conflicts with utilities or other physical structures or conditions (or the removal or relocation thereof), the existence or location of which were omitted or misstated by plans, surveys, reports, markings or other information relied upon by us in the course of planning or executing Work;
  - d) Providing any services, labor, materials or equipment that is not specifically included in the description of Work contained in this Proposal or duly signed change order or other written modification of these terms, provided, we may elect to perform additional or extra work or services pursuant to any request or directive from Customer without mutual written agreement specifying the basis for payment for same, and in such case we will be compensated based on our standard rates and charges in effect when such work or services are rendered, and we shall also be entitled to an appropriate scheduling extension if and as needed;
  - e) Errors, inconsistencies or deviations shown by or inherent in plans, drawings, surveys or other information furnished to us by Customer or others and relied upon by us in performance of the Work;
  - f) Utilizing means, methods, techniques or procedures which would result in added costs, delays, inefficiencies or other unplanned adverse impacts upon our Work;
  - g) Performing any Work in an area affected by asbestos, polychlorinated biphenyl (PCB) or other hazardous material or toxic condition or substance (as those terms are defined by law or common trade practices) which has not been rendered harmless;
  - h) Damage to or deterioration or diminished performance characteristics of our Work or other property resulting from any cause or condition beyond our exclusive and direct control, including, but not limited to those caused by (i) failures, discrepancies, deficiencies or other inadequacies in construction performed or undertaken by Customer or others, whether or not the existence of such failure or inadequacy was known or discoverable by us at or prior to the time our Work was undertaken by us, and (ii) deferral or postponement of any part of the Work due to weather or seasonal conditions, or for Customer's convenience;
  - i) Any special, incidental, consequential or liquidated damages.
3. If we encounter any condition or circumstance in performing Work that differs materially from that described herein or indicated in applicable plans or specifications or other Project information that has been provided to us as of this date, or is not of the type generally encountered in performing the type and nature of Work described herein, then we shall be entitled to an equitable adjustment in price and/or allotted time for performance of the Work. If Work is delayed or accelerated for any reason beyond our control, compensation shall be equitably adjusted and time for performance shall be extended to account for such delay or acceleration.
4. Subject to conditions and limitations stated elsewhere in this Proposal, our Work will be of good quality in accordance with generally accepted trade standards and free from material defects not inherent in the quality specified or permitted to be performed or installed. Such warranty excludes any remedy for damage or defect caused by or resulting from abuse, modifications not executed by Subcontractor, errors or deficiencies inherent in the selection of products, methods or procedures specified or permitted by the Subcontract Documents, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage, or inadequacies caused or aggravated by deficient work or inspections performed by others. This warranty shall be in force for a limited period of one (1) year following the last day when significant construction activities for the affected Work were last performed by us, or one (1) year after substantial completion of the entire Work, whichever occurs first. This warranty shall be in lieu of any other express or implied warranty in respect of the Work. No claim arising from any actual or alleged defects or deficiencies in our Work shall be valid unless (i) we substantially neglect or refuse to address the circumstance(s) giving rise thereto within fourteen (14) days after receipt of written notice from Customer describing the defect or deficiency and requesting correction of same, and (ii) expiration of seven days (7) following our receipt of an additional written notice from Customer stating the claim or other action intended to be taken by Customer. Failure of Contractor or any other party to give such notices to us shall conclusively be deemed a release and waiver of any claim in respect of any actual or alleged defect, deficiency or other inadequacy in our Work.
5. Except as otherwise specifically provided herein, Customer shall make payments for Work based upon monthly invoices for Work rendered and within thirty (30) days following receipt of invoice. Failure to provide written notice objecting to any invoiced charges within ten (10) days following receipt of invoice shall be deemed an acceptance and approval of same. No retainage shall be withheld from any interim or final payment. Past due payments shall bear interest at the rate of two percent (2%) per month. Customer's obligation to make payment shall not be conditioned upon Customer's receipt of payment from any third party.
6. We may cease performing work and terminate further contractual obligations concerning our Work upon (i) any substantial failure of the Customer to perform in accordance with the terms hereof, and/or (ii) nonpayment of amounts remaining unpaid for 10 days or longer after such amounts first become due, and/or (iii) Customer's bankruptcy or actual or threatened insolvency. In such case, we shall be entitled to payment for all Work executed and for all loss and damages pertaining to Work remaining to be performed, including reasonable allowances for overhead and profit.
7. Any controversy or claim arising out of or related to this Proposal or rendering of Work shall, at our sole discretion, be settled by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration, if implemented, shall not impair any mechanics' lien or bond claim rights or similar remedies. We shall not be bound by any award, judgment or other form of decision or adjudication in connection with any claim or dispute in any proceeding in which we are not lawfully joined as a party.
8. In any action, claim or defense asserted by us to enforce any obligation of Customer hereunder, including but not limited to payment obligation(s), we shall be entitled to recover attorney fees and other expenses of arbitration or litigation.

# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

7500 W. 5<sup>th</sup> Ave, Gary, IN 46406

219.977.0722

## PROPOSAL

Reference # 22DM031

Date: May 13, 2022

<b>Job Name:</b> Kolling Elementary School	<b>Job Location:</b> 8801 Wicker Avenue, St. John, IN 46373
<b>Proposal Submitted To Customer</b>	<b>Owner Information</b>
<b>Name:</b> Mr. William Ledyard	<b>Contact:</b> Mr. William Ledyard
<b>Company:</b> Lake Central School Corporation	<b>Company:</b> Lake Central School Corporation
<b>Address:</b> 8260 Wicker Avenue	<b>Address:</b> 8260 Wicker Avenue
<b>City/St/Zip:</b> St. John, Indiana 46373	<b>City/St/Zip:</b> St. John, Indiana 46373
<b>Phone:</b> 219-365-8507 <b>Fax:</b> 219-365-6406	<b>Phone:</b> <b>Fax:</b>
<b>Mobile:</b> 219-558-2712 <b>Email:</b> bledyard@lcschools.com	<b>Mobile:</b> <b>Email:</b>

Rieth-Riley Construction Co., Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this Proposal based on a Site Visit with Mr. William Ledyard on 05/10/2021. Acknowledge 0 Addendums.

### Base Bid Package

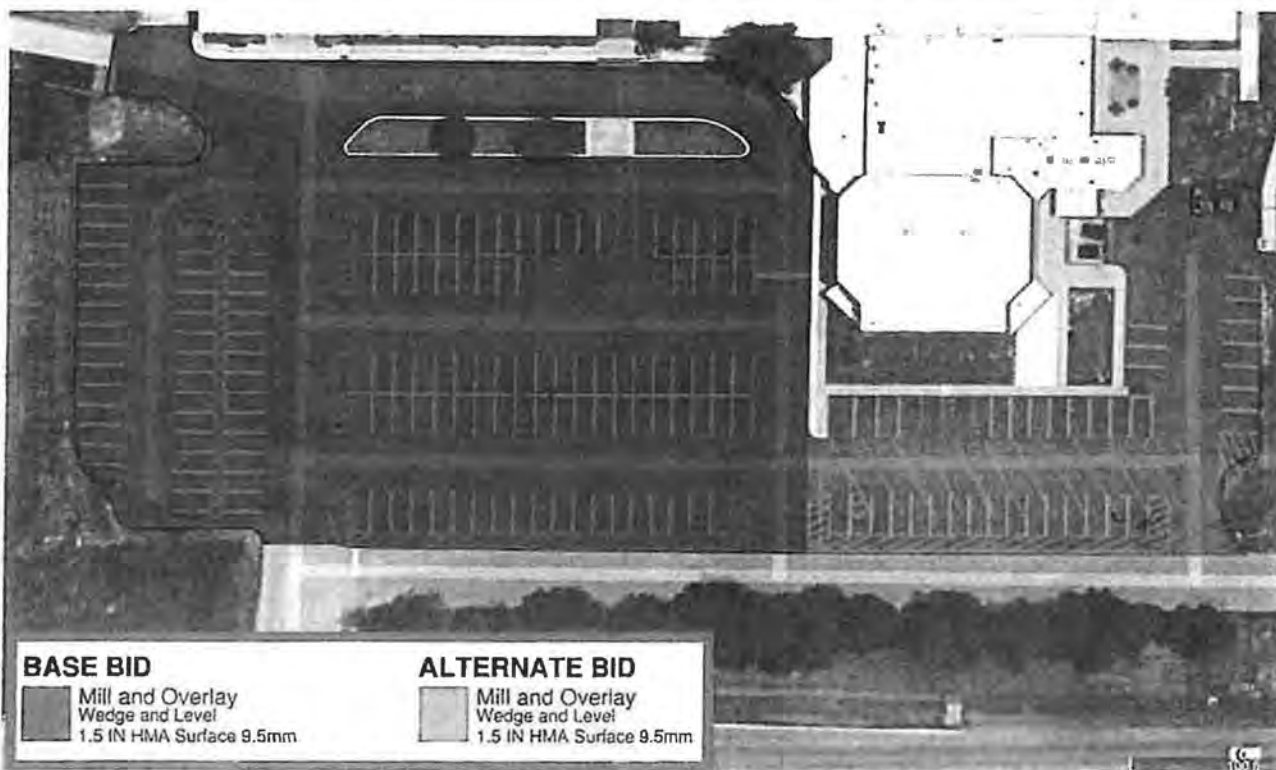
1. Mill and Haul off approximately 7,475 SY of Existing Parking Lot Asphalt Pavement Area at an average depth of 1.5 inches.
2. Apply Tack Coat.
3. Wedge and Level Parking Lot Asphalt Pavement Area.
4. Furnish, place, and compact approximately 7,475 SY of 9.5mm HMA Surface mix over the Parking Lot Asphalt Pavement Area at an average compacted depth of 1.5 inches.

**BASE BID PACKAGE: \$113,321.00**

### Alternate Bid Package

1. Mill and Haul off approximately 2,135 SY of Existing Parking Lot Asphalt Pavement Area at an average depth of 1.5 inches.
2. Apply Tack Coat.
3. Wedge and Level Parking Lot Asphalt Pavement Area.
4. Furnish, place, and compact approximately 2,135 SY of 9.5mm HMA Surface mix over the Parking Lot Asphalt Pavement Area at an average compacted depth of 1.5 inches.

**ALTERNATE BID PACKAGE: \$32,707.00**



**Conditions/Qualifiers:**

1. Pavement Markings to be performed by others by separate contract.
2. Due to the volatility of oil markets, prices are good for 15 days from date on proposal.
3. Sales Tax is not included.
4. Dues, bonds, permits, special insurance and inspection fees by others.
5. Traffic Control will be closing off the paving area to others with traffic cones.
6. 811 will be contacted for utility locates. Private Utility Location is not included.
7. Proof-rolling and undercutting of subgrade is not included.
8. Tack Coat is included.
9. Base Bid Package maximum number of mobilizations is one (1).
10. Alternate Bid Package contains zero (0) mobilizations. (See note 9)
11. If Alternate Bid Package is selected, it is to be performed at same time as Base Bid Package.
12. Additional move-ins will be charged @ \$2,000.00 each.
13. Rieth-Riley cannot guarantee against ponding water if the pavement slope is to have less than 1% fall.
14. Rieth-Riley reserves the right to decide whether to place hot asphalt mix on suspect grade or under adverse weather conditions. No penalties shall be assessed to Rieth-Riley Construction under these conditions.

THIS PROPOSAL SHALL REMAIN VALID ONLY FOR **15** DAYS FROM THE ABOVE PROPOSAL DATE.

**SALES TAX INCLUDED: NO**

**THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS ENCLOSED WITH THIS PROPOSAL.**

**RIETH-RILEY CONSTRUCTION CO., INC.**  
By:   
Daniel McClure, Engineer/Estimator

**ACCEPTANCE OF PROPOSAL**

I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Printed Name & Title)

## STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. This Proposal's prices are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price increases at the time Contractor commences performance of the work covered by this Proposal, we reserve the right to adjust the Proposal prices consistent with the increase in the price of the asphalt cement.
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Contractor) upon which any material is to be placed.
3. **OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS PROPOSAL, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY IS LIMITED EXCLUSIVELY TO REMOVAL AND REPLACEMENT OF THE DEFECTIVE WORK. OTHER THAN REMOVAL AND REPLACEMENT, RIETH-RILEY HAS NO OTHER LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.**
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. If no sales tax is included in this Proposal, Customer is required to provide a valid sales tax exemption certificate; otherwise, sales tax will be added when completed work is invoiced.
9. Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. **PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES** issued, whether progress or final, for work completed to date. If prompt payment is not received, Contractor will suspend work in progress.
11. Nothing herein contained shall be construed as a waiver or modification of Contractor's statutory lien rights, which lien rights Contractor will exercise if payment by Customer is not promptly made.
12. **A SERVICE CHARGE OF 1½% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. **Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite.** Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal: **This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.**



BID TABULATION FORM

Project:

Clark MS Parking Lot/Drive Way Re-Surfacing --- May 2022



	Bidder	Clark MS Base Bid West Entry Dr/Lot	Clark MS	Total Bid		Notes
			Alternate #1 East Exit Drive			
1	Milestone Contractors North (W&K)	\$ 120,760.00	\$ 111,983.00	\$ 232,743.00		4800 sq yds Base
						3800 sq yds Alt #1
						8400 total sq yds
2	Rieth-Riley Construction Co.	\$ 101,688.00	\$ 100,812.00	\$ 202,500.00		4540 sq yds Base
						3810 sq yds Alt #1
						8350 total sq yds
3	Site Services	\$ 91,405.00	\$ 94,700.00	\$ 186,105.00		4742 sq yds Base
						3994 sq yds Alt #1
						8736 total sq yds

Award Highlighted



10117 KENNEDY AVE  
HIGHLAND, IN 46322  
T: (219) 924-9944  
F: (219) 924-9947

**Date:** May 12, 2022

**Pages:** 3

**To:** Bill Ledyard - Lake Central School Corp.

**Phone:** 558-2712

**From:** Eric DeVries

**Phone:** 219-924-9944

**Proposal #:** 220659

**Subject:** Asphalt Milling and Paving @ Clark Middle School located 8915 W 93<sup>rd</sup> in St. John

**We Propose the Following:**

**BASE BID Asphalt Milling and Paving - 1 ½" Thickness (west lot) – approx. 1,767 sq yards**

- Surface asphalt will be milled off from the entire area.
- The millings will be loaded onto dump trucks and hauled off-site.
- The areas will be swept clean and a layer of liquid asphalt "tack" will be applied.
- 1 ½" of new asphalt surface will be paved in the prepared areas.
- The mix will be properly compacted.

**Asphalt West Drive Replacement - 4" (west drive) 2,975 square yards**

- The existing asphalt pavement will be removed using an asphalt milling machine.
- The asphalt will be dumped off site.
- The existing stone base will be graded and compacted.
- Note: if we find problems with soft/failing stone base areas, we will notify you immediately. No excavation or stone installation will be done without authorization.
- 4" of new hot mixed asphalt will be placed in 2 layers.
- The first layer will be 2 ½" of binder asphalt.
- The second layer will be 1 ½" of surface asphalt.
- The asphalt will be compacted with a roller.

**Price for the above listed paving project:**

**\$ 91,405.00**

**Alt Bid for EAST DRIVE – 4" Milling and paving approx. 3,994 sq yard:**

**\$ 94,700.00**

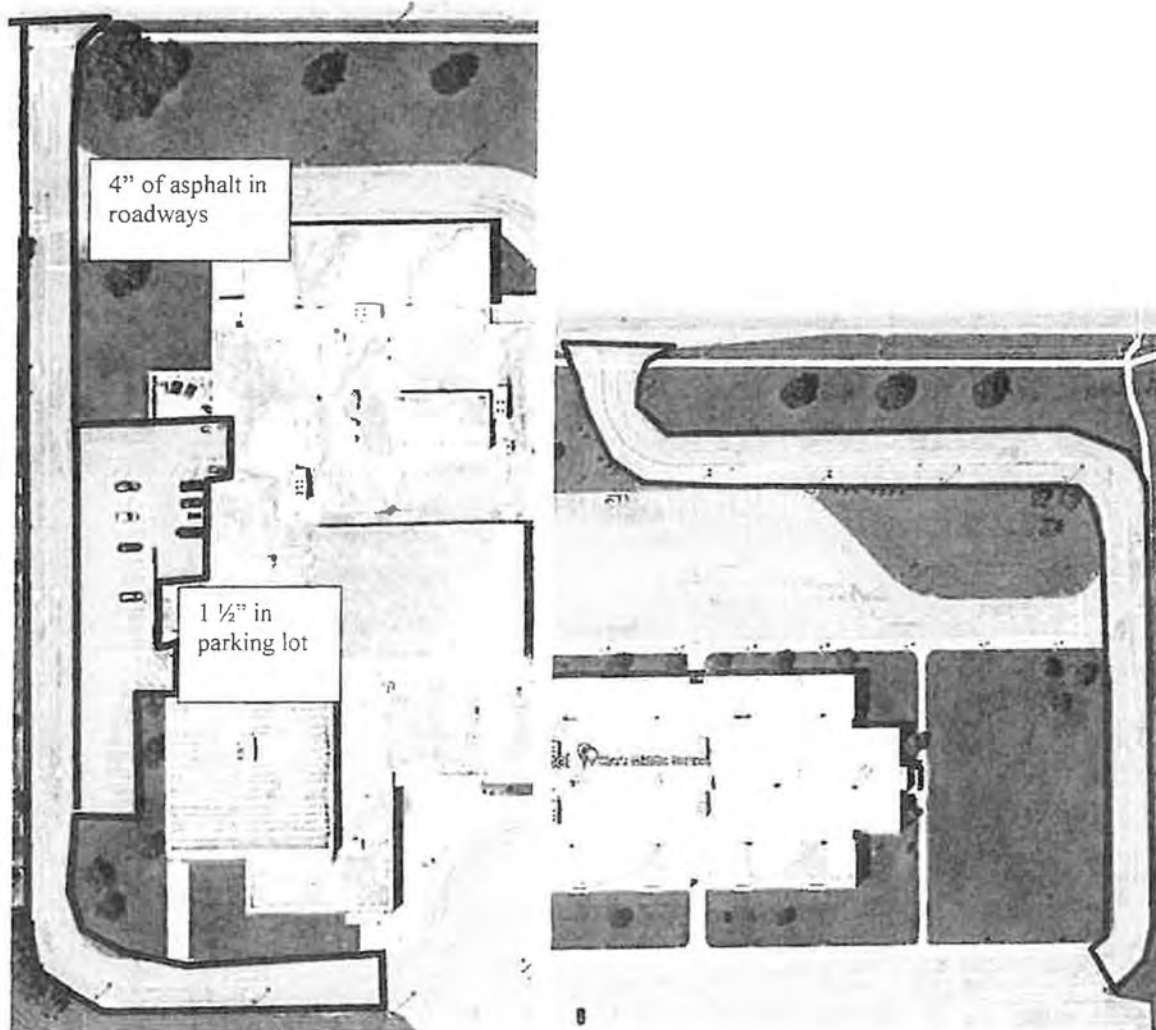
**Disclaimer:** Material prices have been escalating quickly due to market volatility. This quote is provided based on current supplier prices, but these may rise without notice. Should the cost of asphalt materials increase prior to the start of the project, an additional material surcharge may be added to the final invoice. This will be reviewed at the time the project is awarded and scheduled.  
Prices are firm for **15 days** from the date of the proposal.

**Terms:** Balance due upon completion, Net 30 days. Interest of 1½% per month will be added to all past due, unpaid balances. Customer is responsible for the costs of collection of past due accounts, including but not limited to court costs and attorney fees. If a permit is required, the cost of obtaining the permit will be added to the price of the project.

**Warranty:** Site Services warranties against defects in products or workmanship for a period of one (1) year from the date of installation. The warranty is limited to the repair or replacement of the defect. The warranty specifically excludes Damage from Acts of God, accidents, excessive traffic loads and snowplowing.

Cordially,

Eric DeVries - Estimator



## PROPOSAL ACCEPTANCE

To accept this proposal, sign below and send a copy back to me. Work will only be scheduled after the signed proposal has been returned, or a purchase order has been issued.

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Company Name

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Options Selected: \_\_\_\_\_ Total Contract Price: \_\_\_\_\_

**SCHEDULING** – After the proposal is signed and returned, I will make a work order for the operations manager. You will then be contacted regarding a proposed schedule for the project. Please indicate any issues that will affect our scheduling of this project. Indicate the hours the facility is open and any dates of special events. Please remember that Site Services does not work on Sunday.

THANK YOU FOR CHOOSING SITE SERVICES!





Milestone Contractors North, Inc.  
1700 E. Main St.  
Griffith, IN 46319  
Phone: (219) 924-5900  
Fax: (219) 924-8768

**PROPOSAL**  
(Contract Binding Upon Credit  
Approval and Acceptance)

Date: May 20, 2022

**To:** Lake Central School Corporation  
**Attn:** William Ledyard  
**Area:** See Below

**Project:** Clark Middle School  
**Estimate No.** G00396  
**Estimator:** Ashley Henningfield

We propose to furnish only the material(s), labor, equipment and/or services (collectively "Work") for the above Project at the Price(s) and in accordance with terms stated below. We may, without notice, deem this Proposal to have been withdrawn if: (1) not accepted within 14 days following the date hereof, and/or (2) the results of a credit check do not meet our internal credit approval standards. UPON TIMELY ACCEPTANCE AND CREDIT APPROVAL AS PROVIDED ABOVE, THIS PROPOSAL SHALL BECOME A BINDING CONTRACT.

**Base Bid (4,800 SYD):**

- Mill existing asphalt (4" at 3,000 SYD/1.5" at 1,800 SYD)
- Place and compact 2.5" HMA Binder/1.5" HMA Surface
- Install tack coat

**Lump-Sum Total: \$120,760.00**

**ALTERNATE (3,800 SYD):**

- Mill 4" of existing asphalt
- Place and compact 2.5" HMA Binder/1.5" HMA Surface
- Install tack coat

**Alternate Lump-Sum Total: \$111,982.50**

**We Exclude (Unless Stated Above):** Permits, site utilities, pavement markings, excavation, subgrade preparation, undercuts, landscaping, traffic control, prime, saw cutting, engineering, concrete work, fine grading (If aggregate base is placed by others), sweeping, additional asphalt patching, inspection fees, building or removing any temporary ramps and testing.

**Notes:**

- Excludes any signs, bollards, concrete work, striping.
- Cost of permits not included.
- Excludes sales tax.
- Price includes one mobilization.
- If additional mobilizations are required, add \$1,500.00 / EA
- If HMA Asphalt patching is required, add \$40.00/ SYD.
- The above prices are a package quote, please do not remove any items without calling for a revised quote.
- If additional materials, including bituminous material is required due to faulty/unsuitable subgrade or subbase, billing will be based on actual material used.
- Any stone base lost due to construction traffic or construction staging will be considered an extra.
- We cannot guarantee proper pavement drainage on slopes less than one percent.



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*Terms and conditions include those on reverse side and/or continuation sheet(s)*  
**SUBMITTED** as of the Date stated above on behalf of Milestone Contractors North, Inc.

By: Ashley Henningfield

Title: Estimator

**CUSTOMER ACCEPTANCE:** This Proposal including description(s) of Work and all other terms and conditions herein stated, are hereby accepted and authorization is hereby given to commence the Work accordingly.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### General Terms and Conditions

These terms shall supersede any different terms stated in any other documents that have been or may hereafter be issued or executed for the above Project or Work. Customer's acceptance of this Proposal may occur by signature below, or by any act or expression manifesting Customer's intention to proceed hereunder, including but not limited to Customer's approval, directive or authorization for us to commence Work. We shall not be bound by any additional or different terms stated by Customer in any prior or future expression concerning the Project, or by any modifications or additions to terms stated herein, unless separately agreed to by us in writing.

1. Customer shall (a) not cause, create or allow others to cause or create any conflict, delay or hindrance in our performance of Work; (b) provide and expedite responses to submittals and inquiries, and provide sufficient and timely information, permits and approvals; (c) assure access to and make all provisions for our entry upon lands, including easements and rights of way; (d) assure and guarantee that products of our Work remain free of damage, deterioration or other adverse or detrimental conditions due to deficiencies or inadequacies in design, inspections or other work undertaken by or for Customer or others; (e) take such other action and manage the Project in other respects to enable us to perform Work in an uninterrupted, expedited and single-shift operation; and (f) indemnify us and hold us harmless as to any losses, costs and damages arising from third party claims and caused in whole or part by the Customer or others for whose acts Customer is responsible.
2. We shall not be held responsible for or otherwise become obligated with respect to any of the following:
  - a) Conforming to any original or updated scheduling that has not been expressly approved by us beforehand in writing;
  - b) Delays, hindrances or other adverse and unavoidable conditions and circumstances (including adverse weather) not exclusively caused by us and within our control, or which render our performance impossible, impracticable or unduly burdensome or costly;
  - c) Damages to or conflicts with utilities or other physical structures or conditions (or the removal or relocation thereof), the existence or location of which were omitted or misstated by plans, surveys, reports, markings or other information relied upon by us in the course of planning or executing Work;
  - d) Providing any services, labor, materials or equipment that is not specifically included in the description of Work contained in this Proposal or duly signed change order or other written modification of these terms; provided, we may elect to perform additional or extra work or services pursuant to any request or directive from Customer without mutual written agreement specifying the basis for payment for same, and in such case we will be compensated based on our standard rates and charges in effect when such work or services are rendered, and we shall also be entitled to an appropriate scheduling extension if and as needed;
  - e) Errors, inconsistencies or deviations shown by or inherent in plans, drawings, surveys or other information furnished to us by Customer or others and relied upon by us in performance of the Work;
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  - h) Damage to or deterioration or diminished performance characteristics of our Work or other property resulting from any cause or condition beyond our exclusive and direct control, including, but not limited to those caused by (i) failures, discrepancies, deficiencies or other inadequacies in construction performed or undertaken by Customer or others, whether or not the existence of such failure or inadequacy was known or discoverable by us at or prior to the time our Work was undertaken by us, and (ii) deferral or postponement of any part of the Work due to weather or seasonal conditions, or for Customer's convenience;
  - i) Any special, incidental, consequential or liquidated damages.
3. If we encounter any condition or circumstance in performing Work that differs materially from that described herein or indicated in applicable plans or specifications or other Project information that has been provided to us as of this date, or is not of the type generally encountered in performing the type and nature of Work described herein, then we shall be entitled to an equitable adjustment in price and/or allotted time for performance of the Work. If Work is delayed or accelerated for any reason beyond our control, compensation shall be equitably adjusted and time for performance shall be extended to account for such delay or acceleration.
4. Subject to conditions and limitations stated elsewhere in this Proposal, our Work will be of good quality in accordance with generally accepted trade standards and free from material defects not inherent in the quality specified or permitted to be performed or installed. Such warranty excludes any remedy for damage or defect caused by or resulting from abuse, modifications not executed by Subcontractor, errors or deficiencies inherent in the selection of products, methods or procedures specified or permitted by the Subcontract Documents, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage, or inadequacies caused or aggravated by deficient work or inspections performed by others. This warranty shall be in force for a limited period of one (1) year following the last day when significant construction activities for the affected Work were last performed by us, or one (1) year after substantial completion of the entire Work, whichever occurs first. This warranty shall be in lieu of any other express or implied warranty in respect of the Work. No claim arising from any actual or alleged defects or deficiencies in our Work shall be valid unless (i) we substantially neglect or refuse to address the circumstance(s) giving rise thereto within fourteen (14) days after receipt of written notice from Customer describing the defect or deficiency and requesting correction of same, and (ii) expiration of seven days (7) following our receipt of an additional written notice from Customer stating the claim or other action intended to be taken by Customer. Failure of Contractor or any other party to give such notices to us shall conclusively be deemed a release and waiver of any claim in respect of any actual or alleged defect, deficiency or other inadequacy in our Work.
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6. We may cease performing work and terminate further contractual obligations concerning our Work upon (i) any substantial failure of the Customer to perform in accordance with the terms hereof, and/or (ii) nonpayment of amounts remaining unpaid for 10 days or longer after such amounts first become due, and/or (iii) Customer's bankruptcy or actual or threatened insolvency. In such case, we shall be entitled to payment for all Work executed and for all loss and damages pertaining to Work remaining to be performed, including reasonable allowances for overhead and profit.
7. Any controversy or claim arising out of or related to this Proposal or rendering of Work shall, at our sole discretion, be settled by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration, if implemented, shall not impair any mechanics' lien or bond claim rights or similar remedies. We shall not be bound by any award, judgment or other form of decision or adjudication in connection with any claim or dispute in any proceeding in which we are not lawfully joined as a party.
8. In any action, claim or defense asserted by us to enforce any obligation of Customer hereunder, including but not limited to payment obligation(s), we shall be entitled to recover attorney fees and other expenses of arbitration or litigation.

# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

7500 W. 5<sup>th</sup> Ave, Gary, IN 46406

219.977.0722

## PROPOSAL

Reference # 22DM030

Date: May 13, 2022

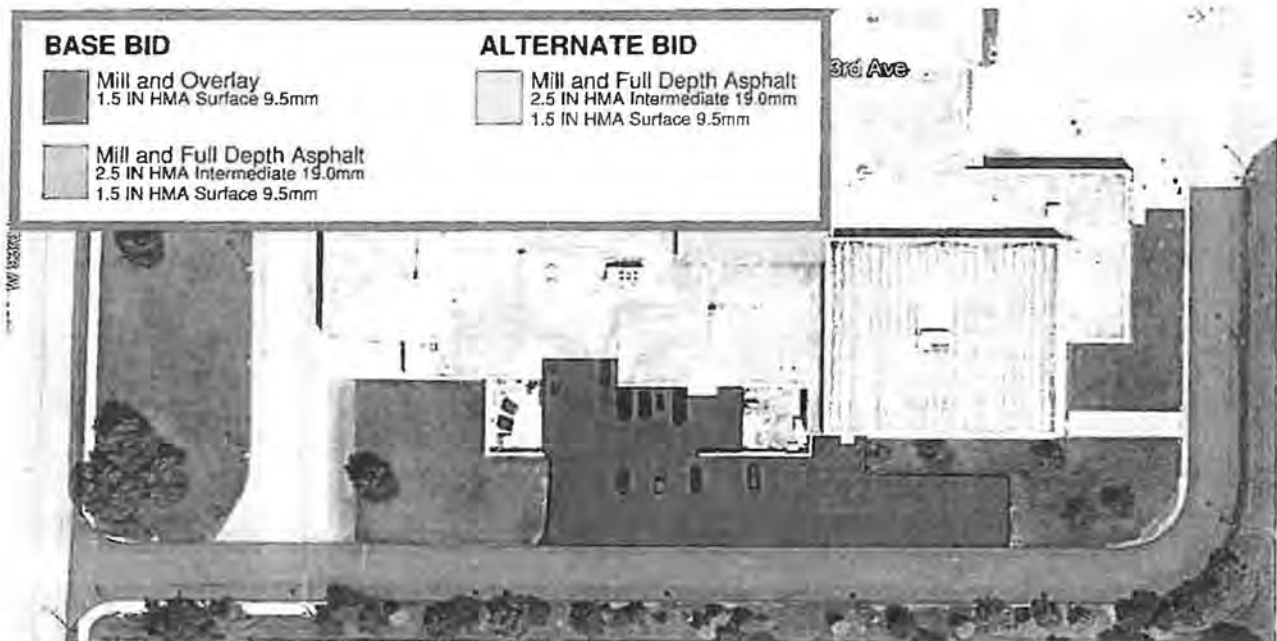
<b>Job Name:</b> Clark Middle School	<b>Job Location:</b> 8915 W. 93 <sup>rd</sup> Avenue, St. John, IN 46373
<b>Proposal Submitted To Customer</b>	<b>Owner Information</b>
<b>Name:</b> Mr. William Ledyard	<b>Contact:</b> Mr. William Ledyard
<b>Company:</b> Lake Central School Corporation	<b>Company:</b> Lake Central School Corporation
<b>Address:</b> 8260 Wicker Avenue	<b>Address:</b> 8260 Wicker Avenue
<b>City/St/Zip:</b> St. John, Indiana 46373	<b>City/St/Zip:</b> St. John, Indiana 46373
<b>Phone:</b> 219-365-8507 <b>Fax:</b> 219-365-6406	<b>Phone:</b> <b>Fax:</b>
<b>Mobile:</b> 219-558-2712 <b>Email:</b> bledyard@lcschools.com	<b>Mobile:</b> <b>Email:</b>

Rieth-Riley Construction Co., Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this Proposal based on a Site Visit with Mr. William Ledyard on 05/10/2021. Acknowledge 0 Addendums.

### Base Bid Package

1. Mill and haul off approximately 2,780 SY of Existing Entrance Roadway Asphalt Pavement at an average depth of 4 inches.
2. Mill and Haul off approximately 1,760 SY of Existing Parking Lot Asphalt Pavement at an average depth of 1.5 inches.
3. Furnish, place, and compact approximately 2,780 SY of 19.0mm HMA Intermediate mix over the Entrance Roadway Asphalt Pavement Area at an average compacted depth of 2.5 inches.
4. Apply Tack Coat.
5. Furnish, place, and compact approximately 2,780 SY of 9.5mm HMA Surface mix over the Entrance Roadway Asphalt Pavement Area at an average compacted depth of 1.5 inches.
6. Furnish, place, and compact approximately 1,760 SY of 9.5mm HMA Surface mix over the Parking Lot Asphalt Pavement Area at an average compacted depth of 1.5 inches.

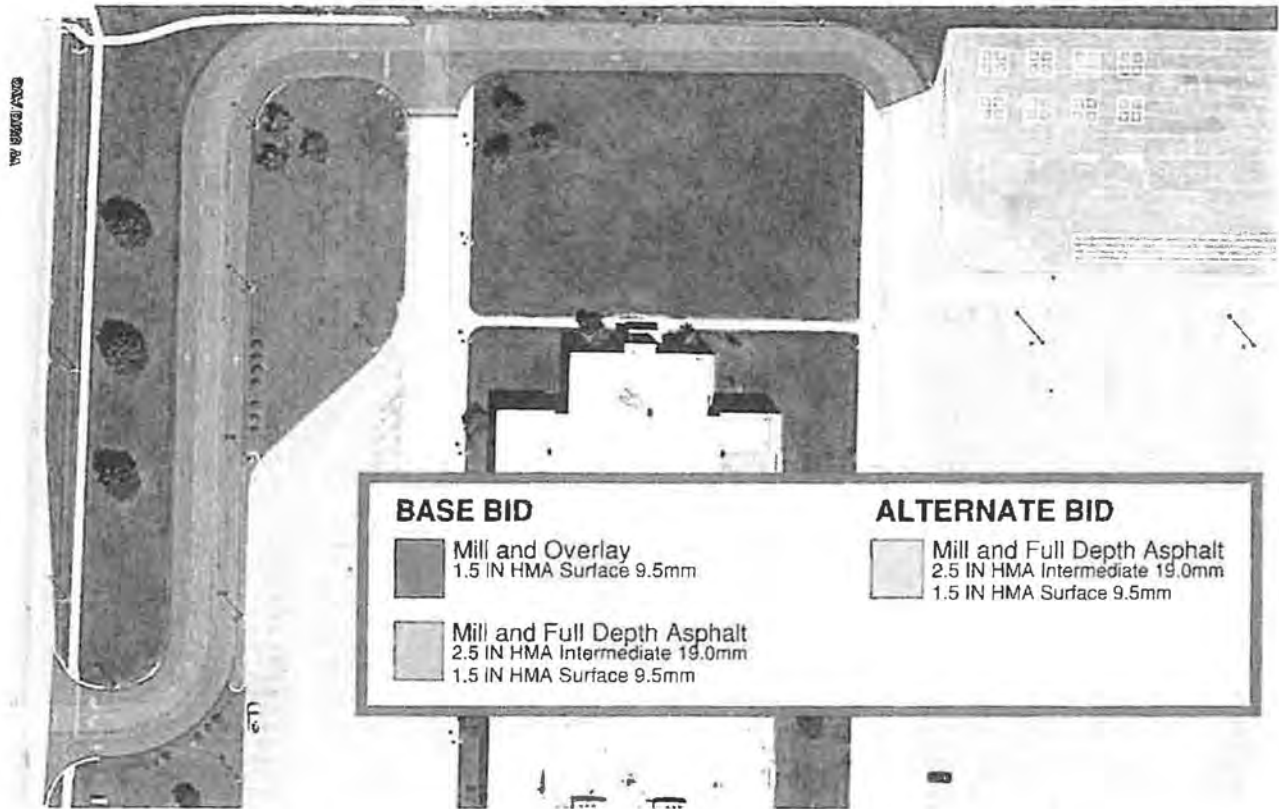
BASE BID PACKAGE: \$101,688.00



### Alternate Bid Package

1. Mill and haul off approximately 3,810 SY of Existing Exit Roadway Asphalt Pavement at an average depth of 4 inches.
2. Furnish, place, and compact approximately 3,810 SY of 19.0mm HMA Intermediate mix over the Exit Roadway Asphalt Pavement Area at an average compacted depth of 2.5 inches.
3. Apply Tack Coat.
4. Furnish, place, and compact approximately 3,810 SY of 9.5mm HMA Surface mix over the Exit Roadway Asphalt Pavement Area at an average compacted depth of 1.5 inches.

**ALTERNATE BID PACKAGE: \$100,812.00**



**Conditions/Qualifiers:**

1. Pavement Markings to be performed by others by separate contract.
2. Due to the volatility of oil markets, prices are good for 15 days from date on proposal.
3. Sales Tax is not included.
4. Dues, bonds, permits, special insurance and inspection fees by others.
5. Traffic Control will be closing off the paving area to others with traffic cones.
6. 811 will be contacted for utility locates. Private Utility Location is not included.
7. Proof-rolling and undercutting of subgrade is not included.
8. Tack Coat is included.
9. Base Bid Package maximum number of mobilizations is one (1).
10. Alternate Bid Package contains zero (0) mobilizations. (See note 9)
11. If Alternate Bid Package is selected, it is to be performed at same time as Base Bid Package.
12. Additional move-ins will be charged @ \$2,000.00 each.
13. Rieth-Riley cannot guarantee against ponding water if the pavement slope is to have less than 1% fall.
14. Rieth-Riley reserves the right to decide whether to place hot asphalt mix on suspect grade or under adverse weather conditions. No penalties shall be assessed to Rieth-Riley Construction under these conditions.

THIS PROPOSAL SHALL REMAIN VALID ONLY FOR **15** DAYS FROM THE ABOVE PROPOSAL DATE.SALES TAX INCLUDED: **NO**THIS PROPOSAL INCLUDES ALL OF THE STANDARD  
TERMS & CONDITIONS ENCLOSED WITH THIS PROPOSAL.By:   
RIETH-RILEY CONSTRUCTION CO., INC.  
Daniel McClure, Engineer/Estimator**ACCEPTANCE OF PROPOSAL**

I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS &amp; CONDITIONS, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.

By: \_\_\_\_\_  
(Authorized Signature)\_\_\_\_\_  
(Date Signed)\_\_\_\_\_  
(Printed Name & Title)

## STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. This Proposal's prices are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price increases at the time Contractor commences performance of the work covered by this Proposal, we reserve the right to adjust the Proposal prices consistent with the increase in the price of the asphalt cement.
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Contractor) upon which any material is to be placed.
3. **OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS PROPOSAL, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY IS LIMITED EXCLUSIVELY TO REMOVAL AND REPLACEMENT OF THE DEFECTIVE WORK. OTHER THAN REMOVAL AND REPLACEMENT, RIETH-RILEY HAS NO OTHER LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.**
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. If no sales tax is included in this Proposal, Customer is required to provide a valid sales tax exemption certificate; otherwise, sales tax will be added when completed work is invoiced.
9. Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. **PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES** issued, whether progress or final, for work completed to date. If prompt payment is not received, Contractor will suspend work in progress.
11. Nothing herein contained shall be construed as a waiver or modification of Contractor's statutory lien rights, which lien rights Contractor will exercise if payment by Customer is not promptly made.
12. **A SERVICE CHARGE OF 1½% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. **Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite.** Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal: **This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.**



# 2022 LCSC SUMMER PROJECTS

SCHOOL	PROJECT	AWARDED	STARTED	COMPLETE
LCHS	Repair Asphalt at 3-way stop by Door "F"	X		
	Repair Asphalt/Drain SW pool lot	X		
	Replace CPU Boards in Governor Air RTU's	X		
	Patch/panel/paint walls of Auditorium orchestra pit area	X		
	Field House Locker room renovations	X		
	Build wall in Tech Stotage room area	X		
	(8) conference Chairs small conf rm CO	X		
	Repair east soccer fence & fence at handi-cap ramp	X		
	Replace JV softball back stop	X		
	Replace JV Softball dugouts	X		
	JV Softball & Baseball perimeter fence posts	X		
	Replace Varsity Baseball netting	X		
	Paint V softball & JV baseball dugouts	X		
	Replace siding/paint baseball/softball concession stand	X		
	Install electrical data meters N Boiler room			
	Install/Rev Electric/Data for Smart TV's			
	Repair Track	X		
	LCHS Auditorium Maintenance/Inspections	X		
	Backflow Preventer Inspection	X		
	FA/Fire Sprinkler Inspections	X		
	AHERA Inspections	X		
	Parking Lot Lights & Ballasts	X		
	Re-seal Main & upper gym floors	X		X
	Re-Strip Band Practice Football Field	X		
	Re-Strip Parking lot (Add 3 items RM email 3/21/22)	X		
	Landscape Mulch	X	X	
Clark MS	Powerwash & Seal Exterior Brick	X		
	Re-pave west entry drive			
	Repair a few sections of sidewalk	X		
	sidewalk to boiler room for pallets	X		
	Cover/tarp to cover track for football entry	X		
	Install/Rev Electric/Data for Smart TV's			
	Seal Main Gym Floor	X		
	Backflow Preventer Inspection	X		
	FA/Fire Sprinkler Inspections	X		
	AHERA Inspections	X		
	Parking Lot Lights & Ballasts	X		
	Re-Strip Parking lot	X		
Grimmer MS	Grimmer MS HVAC Renovation Project	X	X	
	Replace East roof on north addition	X		
	New sidewalk at Door "B"	X		
	Lighting replacement in kitchen area	X		
	new bradley sinks at RR in lobby			
	new toilet partitions RR lobby	X		
	Install lights in (4) wood counselor doors at office	X		
	(4) Hokki Stools Rooms 32 & 34	X		
	New Student Desks			
	Seal Main Gym Floor	X		
	Install/Rev Electric/Data for Smart TV's			
	Backflow Preventer Inspection	X		
	FA/Fire Sprinkler Inspections	X		
	AHERA Inspections	X		
	Parking Lot Lights & Ballasts	X		
	Re-Strip Parking lot	X		

# 2022 LCSC SUMMER PROJECTS

<b>Kahler MS</b>	Replace 5th grade wing damaged roof	X		X
	Replace Football Field Scoreboard	X		
	Seal Main Gym Floor	X		
	Library carpet & Furniture	XX	X	
	Main office renovation & furniture	XX		
	Replace stage curtains			
	Replace Intercom system	X		
	Door A Vestibule flooring	X		
	Install/Rev Electric/Data for Smart TV's			
	Backflow Preventer Inspection	X		
	FA/Fire Sprinkler Inspections	X		
	AHERA Inspections	X		
	Parking Lot Lights & Ballasts	X		
	Re-Strip Parking lot	X		
<b>Bibich ES</b>	Bibich ES Expansion Project			
	New Roll up Door tractor room	X		
	(60) new student desks			
	Playground Mulch	X		
	Install/Rev Electric/Data for Smart TV's			
	Backflow Preventer Inspection	X		
	FA/Fire Sprinkler Inspections	X		
	AHERA Inspections	X		
	Parking Lot Lights & Ballasts	X		
<b>Homan ES</b>	Re-Strip Parking lot	X	X	
	Repave South parking lot	X		
	Install (2) additional stop signs	X		
	Replace washer & dryer	X		
	Replace (2) JACE Controllers	X		
	Playground Mulch	X		
	Install/Rev Electric/Data for Smart TV's			
	Backflow Preventer Inspection	X		
	FA/Fire Sprinkler Inspections	X		
	AHERA Inspections	X		
	Parking Lot Lights & Ballasts	X		
	Re-Strip Parking lot	X		
<b>Kolling ES</b>	Repave west parking lot			
	Carpet main office	X		
	Landscape Mulch	X		
	Playground Mulch	X		
	Install/Rev Electric/Data for Smart TV's			
	Backflow Preventer Inspection	X		
	FA/Fire Sprinkler Inspections	X		
	AHERA Inspections	X		
	Parking Lot Lights & Ballasts	X		
	Re-Strip Parking lot	X		

# 2022 LCSC SUMMER PROJECTS

<b>Peifer ES</b>	Sidewalk front sidewalk to playground	X	
	minor roof replacements		
	tile room C-17, C-24 & staff RR by library	X	X
	Add dry storage room in café	X	
	Landscape Mulch		
	Playground Mulch	X	
	Install/Rev Electric/Data for Smart TV's		
	Backflow Preventer Inspection	X	
	FA/Fire Sprinkler Inspections	X	
	AHERA Inspections	X	
	Parking Lot Lights & Ballasts	X	
	Re-Strip Parking lot	X	
<b>Protsman ES</b>	Parapet Roof Repair from Ice/Winter		
	Seal Main Gym Floor	X	
	Playground Mulch	X	
	Landscape Mulch	X	
	Install/Rev Electric/Data for Smart TV's		
	Backflow Preventer Inspection	X	
	FA/Fire Sprinkler Inspections	X	
	AHERA Inspections	X	
	Parking Lot Lights & Ballasts	X	
	Re-Strip Parking lot	X	
<b>Watson ES</b>	Replace FA horns/strobes Kindergarten wing	X	X
	Replace FA horns/strobes 4th Grade wing	X	X
	Landscape Mulch	X	
	Playground Mulch	X	
	Install/Rev Electric/Data for Smart TV's		
	Backflow Preventer Inspection	X	
	FA/Fire Sprinkler Inspections	X	
	AHERA Inspections	X	
	Parking Lot Lights & Ballasts	X	
	Re-Strip Parking lot	X	
<b>Trans Ctr</b>	Remove Underground gas & diesel fuel tanks	X	
	Install concrete pad & bumper posts for new tanks	X	
	Install underground piping for new above ground tanks	X	
	Place/install (2) new above ground 6000 Gal tanks	X	
	Backflow Preventer Inspection	X	
	FA/Fire Sprinkler Inspections	X	
	AHERA Inspections	X	
	Parking Lot Lights & Ballasts	X	
	Re-Strip Parking lot	X	
<b>TAP Bldg</b>	Install new gutter above ramp		
	Paint interior classroom & Living area classroom		
	Repair South Ramp	X	X
	Add door kicks to exterior doors	X	X
	FA/Fire Sprinkler Inspections	X	
	AHERA Inspections	X	
	Re-Strip Parking lot	X	

## Lake Central School Corporation

8260 Wicker Avenue  
Tel: (219) 365-8507

Saint John, IN 46373  
Fax: (219) 365-6406

website: [lcsc.us](http://lcsc.us)



**Lawrence Veracco, Ph.D.**  
*Superintendent*

**Rob James**  
*Director of Business Services*

To: Board of School Trustees

From: Mr. Rob James, Director of Business Services

Date: June 2, 2022

RE: Board Meeting June 6, 2022

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### **Bond Funding Update**

Standard and Poor's has raised the Lake Central School Corporation's underlying rating from "A" to "A+" on debt issued for and by the school district. S&P also reaffirmed our long term rating of "AA+". It is rare to have a ratings increase in the current volatile economic environment. S&P increased our rating based on having strong reserves and not overextending our spending over the past many years. I have placed a copy of S&P's rating report in the board packet.

On May 10<sup>th</sup>, we conducted the bond sale for the Series 2022 Bonds. We were able to do a direct sale with Capital One at interest rates between 3.55%. Other recent bond sales in the market were averaging rates over 4.0%. We are scheduled to close on June 10<sup>th</sup>.

### **Professional Leave Requests (Action Required)**

I am requesting professional leave to attend the ISBA, IAPSS, and IASBO Joint School Finance Seminar on June 15<sup>th</sup> in Indianapolis.

The Administration recommends approving the professional leave requests as indicated above.

### **Donations (Action Required)**

#### **Received**

Peifer Elementary School received a donation of \$100 from Charities Aid Foundation of America.

The Lake Central Art Gallery received a donation of \$50 from an anonymous donor.

The Schererville Lions made a donation of \$2,000 to the Watson Memorial Fund.

Lake Central High School Science Olympiad received a donation of \$425 from the Kozel family.

Kahler Middle School received \$500 from Ridgeway Petroleum as part of the Exxon Mobil Educational Alliance Math & Science School Grant Program.

**Given**

Kolling Elementary School would like to donate \$1,663 to the Ukraine Student and Faculty Support Fund sponsored by Stetson University. This organization helps to provide basic needs for civilians affected by the crisis.

Clark Middle School would like to donate \$1,100 to Riley Children's Hospital.

The Administration recommends approving the donations as indicated above.

## Lake Central School Corporation

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Saint John, IN 46373  
Fax: (219) 365-6406

website: [lcsc.us](http://lcsc.us)



**Lawrence Veracco, Ph.D.**  
*Superintendent*

**Rob James**  
*Director of Business  
Services*

TO: Board of School Trustees  
FROM: Rob James, Director of Business Services  
DATE: June 2, 2022  
RE: **Board Meeting Of June 6, 2022**

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### **PROFESSIONAL LEAVE**

<b>NAME</b>	<b>Rob James</b>
POSITION	Director of Business Services
SCHOOL	Lake Central School Corporation
EVENT	ISBA/IAPSS/IASBO Joint School Finance Seminar
DATES	June 15, 2022
PLACE	Indianapolis, IN
DESCRIPTION	ISBA/IAPSS/IASBO Joint School Finance Seminar
SPONSORING ORGANIZATION	ISBA/IAPSS/IASBO
EXPENSES	Estimated Meal Cost - \$35 Estimated Hotel Cost - \$150 Estimated Required Fees – \$225 Estimated Travel Cost – Mileage
FUNDING	030-0-25110-580-0001





## SCHOOL BUDGETING & FINANCE SEMINAR AGENDA

Sponsored jointly by ISBA, IAPSS, and IASBO

Ivy Tech Conference Center

Indianapolis, IN

Wednesday, June 15, 2022

**8:30 a.m. Registration**

**8:55 a.m. Introductions/Welcome**

Terry Spradlin, Executive Director, Indiana School Boards Association

**9:00 a.m. Indiana Economic Outlook & School Revenue/Funding Matters + Audience Q&A**

Presenter: Dr. Larry DeBoer, Economist/Professor Emeritus, Purdue University

**10:15 a.m. Break**

**10:30 a.m. Teacher Pay Trends and Issues**

Presenters: Carrie Ingram, Esq., Director of Dispute Resolution, IEERB; Melissa Ambre, Director, IDOE Office of School Finance; Rob James, Chief Financial Officer, Lake Central School Corporation

**11:30 a.m. Lunch**

**12:30 p.m. IDOE Updates on Federal Funding and Efficiency Initiatives**

Presenters: Frank Chiki, Director of Title Grants & Support; Courtney Schaafsma, Director of School Efficiency

**1:15 p.m. Break**

**1:30 p.m. School Corporation Referendum Outcomes, Trends, and Issues**

Presenters: Steve Klink, First Tuesday Communications

**2:15 p.m. What Keeps You Up at Night? A-Z Issues on School Budgeting and Finance**

Moderator: Steve Corona, ISBA 2<sup>nd</sup> President and school board member, Fort Wayne CSC  
Presenters: Dr. Rich Arkanoff, Superintendent, Center Grove CSC; Dr. Todd Hitchcock, Superintendent, Shelby Eastern Schools; Carla Gambill, Director of Finance, Linton-Stockton School Corporation; Karen Scalf, Chief Financial Officer, Richmond Community Schools

**3:00 p.m. Adjournment**

This seminar sponsored exclusively by:



# RatingsDirect®

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## Summary:

### Lake Central School Corp., Indiana; School State Program

#### Primary Credit Analyst:

Bobby E Otter, Toronto 1-647-480-3517; robert.otter@spglobal.com

#### Secondary Contact:

John Sauter, Chicago + 1 (312) 233 7027; john.sauter@spglobal.com

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Credit Opinion

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## Summary:

# Lake Central School Corp., Indiana; School State Program

### Credit Profile

US\$17.4 mil ad valorem property tax 1st mtg bnds (Lake Central Multi-school Bldg Corp ) ser 2022 due 01/15/2042

<i>Long Term Rating</i>	AA+/Stable	New
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<i>Underlying Rating for Credit Program</i>	A+/Stable	New
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Lake Central Sch Corp taxable GO rfdg bnds of 2014 (pension rfdg) due 01/05/2025

<i>Long Term Rating</i>	AA+/Stable	Affirmed
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<i>Underlying Rating for Credit Program</i>	A+/Stable	Upgraded
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### Lake Cent Multi-Dist Sch Bldg Corp, Indiana

Lake Central Sch Corp, Indiana

Lake Cent Multi-Dist Sch Bldg Corp (Lake Central Sch Corp) ad valorem prop tax 1st mtg rfdg bnds (Lake Central Sch Corp) ser 2020B due 01/15/2030

<i>Long Term Rating</i>	AA+/Stable	Affirmed
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<i>Underlying Rating for Credit Program</i>	A+/Stable	Upgraded
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Lake Cent Multi-Dist Sch Bldg Corp (Lake Central Sch Corp) GO State Credit Enhancement

<i>Long Term Rating</i>	AA+/Stable	Affirmed
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<i>Underlying Rating for Credit Program</i>	A+/Stable	Upgraded
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Lake Cent Multi-Dist Sch Bldg Corp (Lake Central Sch Corp) US\$149.520mil unlted ad valorem prop tax 1st mtg bnds (Lake Central Sch Corp) ser 2012B dtd

<i>Long Term Rating</i>	AA+/Stable	Affirmed
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<i>Underlying Rating for Credit Program</i>	A+/Stable	Upgraded
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## Rating Action

S&P Global Ratings raised its underlying rating to 'A+' from 'A' on debt issued for and by the Lake Central School Corp., Ind. At the same time, S&P Global Ratings assigned its 'AA+' long-term rating and 'A+' underlying rating to Lake Central Multi-District School Building Corp., Ind.'s expected \$17.4 million series 2022 ad valorem property tax first-mortgage refunding bonds, issued for Lake Central School Corp. We also affirmed our 'AA+' long-term ratings on existing debt issued for and by the school corporation. The outlook on all ratings is stable.

The upgrade reflects our view of the district's sustained positive financial operations in recent years resulting in cash reserves that we consider strong, along with extremely strong market values with continued tax base growth.

The district plans to undertake several capital projects with the bond proceeds at one of its elementary schools, including, but not limited to, adding classrooms and HVAC improvements.

The series 2022 ad valorem property tax first-mortgage refunding bonds, as well as most existing debt, are secured by lease payments payable from ad valorem property taxes, subject to state circuit-breaker tax caps, but not subject to

annual appropriation. There is no construction risk (as the district will have use of the facility), and insurance provisions are in place to mitigate abatement risk. We rate the debt at the same level as our view of the school corporation's general creditworthiness.

### **Credit overview**

Lake Central School Corp.'s financial position has continuously improved since it started collecting a voter-approved referendum operating levy in 2019, bolstering revenue, leading to three consecutive fiscal surpluses, and a strengthening of reserves, albeit on a cash basis. The district is within the Chicago metropolitan statistical area (MSA) and it has attracted people from Illinois, resulting in strong and steady tax base growth, evident by its extremely strong market values. The district's debt burden is manageable and there are no pension cost pressures at this time.

The stable outlook on the underlying rating reflects our view of the school corporation's positive fiscal operations, strong reserves, and growing tax base. Like most U.S. school districts, Lake Central School Corp. is receiving federal stimuli revenue in fiscal years 2022 and 2023 to assist in covering additional costs related to the COVID-19 pandemic, which supports our expectation that the district's budgetary performance will remain stable and cash reserves strong. As a result, we do not expect to raise or lower the rating within the two-year outlook period.

The 'A+' rating additionally reflects our view of the district's:

- Being a suburb of Chicago, with a growing tax base and extremely strong market values;
- Three consecutive fiscal surpluses with strong cash reserves;
- Standard Financial Management Assessment (FMA); and
- Low-to-moderate debt burden with rapid amortization.

The 'AA+' long-term rating reflects our assessment of the Indiana state aid intercept structure as it applies to Lake Central School Corp. The state credit enhancement rating is one notch below our issuer credit rating (ICR) on Indiana (AAA/Stable), reflecting our view of:

- State aid appropriation risks, which are partially mitigated by strong state support for the program and consistent and well-established state aid funding;
- Our expectation that state aid coverage of maximum annual debt service (MADS) on all debt—currently 3.0x, will remain strong; and
- Our view that the flow of state aid distributions and debt service payment dates result in a moderate assessment of timing and administrative risks, given the timing mechanisms that allow for notification to the state and an intercept prior to debt service payment.

The stable outlook on the state credit enhancement rating reflects our views of the state's creditworthiness and that its support for the program will remain strong. We expect that coverage will remain consistently strong given the program's structural features and recent state aid and enrollment trends. Upward rating potential is limited given our 'AAA' rating on the state and appropriation risks. Should the state rating, its support, or debt service coverage (DSC) decline, we could consider a lower rating.

### **Environmental, social, and governance**

As the state provides the enhancement for the program rating, we view the environmental, social, and governance factors applicable to the enhancement rating as consistent with those of the State of Indiana. We consider Lake Central School Corp.'s social risks to be in line with those of the sector, although the state's aging population and limited population growth may weigh on its demographic profile in the long term. With limited exposure to extreme weather events, we view the district's environmental risks to be in line with those of the sector, as well as its governance risks.

The district has taken steps to mitigate exposure to cyber security, and the geographic location does not leave it overexposed to extreme weather events or long-term changes in climate trends.

## **Stable Outlook**

### **Upside scenario**

We could raise the rating if the district maintains surplus financial operations resulting in continued improvement of its cash reserve position along with moderation of its debt profile, all else being equal.

### **Downside scenario**

We could lower the rating if the district's budget comes under increased pressure, leading to a material decrease in the district's strong level of cash reserves, and we do not view it as having a plan or the ability to quickly restore balance.

## **Credit Opinion**

### **Suburb of Chicago with a growing tax base and extremely strong market values**

Lake Central School Corp. serves an estimated population of 69,720 residents in Lake County, in northwest Indiana along the border with Illinois. Only 30 miles southeast of Chicago and near highways and commuter rail, residents have strong access to jobs throughout northwest Indiana as well as high-paying jobs in the Chicago area. The regional commuter rail system is expanding and adding stations within and nearby the district, which should provide for easier commuting access to Chicago, which could make the area even more attractive for those working in the city. S&P Global Economics indicates that the national economic outlook is improving, and it remains largely healthy despite a slight cooldown due to pricing pressures tied to supply chain distributions (see "U.S. Economic Outlook Q2 2022: Spring Chills," published March 29, 2022, on RatingsDirect). Lake County's unemployment rate was 6.1% in 2021.

The mostly residential tax base continues to grow, which management partially attributes to lower taxes compared with Illinois. Management reports that the tax base is close to being built out, although smaller, mostly residential, development continues. Since 2017, net assessed value (AV) increased by \$1.3 billion, or 33.5%, to \$5.1 billion in fiscal 2022, and in our view, we expect the district's AV growth to continue over the outlook period.

### **Three consecutive fiscal surpluses with strong cash reserves**

Enrollment totals 9,250 in 2021-2022, a decrease of 159 students, or 1.7%, since 2017, but enrollment is up slightly, by approximately 85 students, from two years ago. Management projects enrollment to increase slightly in the coming years partially due to people moving from Illinois into the district. The district does not participate in the state's open enrollment program. The education fund is funded solely through per-pupil-enrollment-driven state aid, therefore



fluctuations in enrollment can lead to corresponding increases or decreases in revenue.

Voters approved an \$8 million referendum levy in May 2018, which was first collected in 2019 and expires after eight years of collections. Since collection began, the district reported surplus financial operations and the referendum revenue is being used to enhance educational programming, staffing, salaries, and safety. At the same time, officials have built the referendum reserve fund to equal one full year of the levy, as a safety net in case it does not get renewed after fiscal 2026. Along with the referendum revenue, management attributes the positive performance in recent years to cautious budgeting practices and continued AV growth. As a result of the positive performance, the district's available total cash reserves increased, spread across its referendum (43% of total reserves), education (26%), operations (25%), and rainy day (5%) funds at the end of fiscal 2021. The education fund is entirely reliant on per-pupil-based state aid, while the operations and referendum funds are property tax based; however, management informed us that operations fund is partially reliant on transfer of state aid from the education fund. The funding mix is 71% state aid and 27% local sources.

Certain circuit-breaker exemptions expired in Lake County starting in 2020, but the impact on the district's collections and budget have been minimal so far as tax rates are low partially due to the district's extremely strong home values as well as some of the district's debt being outside of the tax cap. Lake Central School Corp. passed a balanced budget in fiscal 2022 and officials informed us that the district is on target for at least balanced operations, but officials are hopeful the district will report a surplus once again. Management expects both the education and operations funds cash balance will increase because of the surplus. The district received \$2.6 million in Elementary and Secondary School Emergency Relief (ESSER) II funds and an additional \$5.8 million in ESSER III funds. The ESSER II and III funds will reimburse the district for technology upgrades, learning loss programming, and for HVAC improvements. We expect the district's general fund performance will remain at least balanced in the near term because of management's revenue from the referendum, increased state aid, and the additional federal revenue.

The state audits school districts biennially on a cash basis, using a June 30 fiscal year-end. In the interim, schools submit semi-annual financial statements to the state that are reviewed by the Indiana Office of School Finance (IOSF), and then made available as unaudited reports. We base our analysis on these unaudited, state-issued cash reports, but on a Dec. 31 year-end basis. In most cases, schools operate, budget, and report financial performance to their school boards using a calendar year. Therefore, we believe the calendar year-end reports offer a good understanding of each district's financial performance and budget position. These unaudited reports prescribe to the state's uniform system of accounting and reporting that all schools are required to follow and, based on the IOSF review and on previous-year comparisons with audits, we consider them reliable to serve as a basis of our analysis.

### **Standard FMA**

Highlights include:

- Strong revenue and expenditure assumptions, using a line-by-line budgeting approach, which reflect three-to-five years of historical data to assist in forecasting trends. The district's budget is done in house, but it also works closely with a financial advisor to assist in budgetary matters.
- Officials review birth rates and perform a trend analysis for the district's internal enrollment projections.
- Management provides quarterly reports to the school board detailing monthly revenue, expenditure, and cash to



date, along with estimates for the remaining year. There is limited information for comparison to budget or previous years, however.

- The district maintains a state-mandated, three-year capital plan, and management annually updates a strategic plan which it presents to the board.
- The district has a formal investment policy that follows state guidelines; investment earnings are reported annually.
- The district does not have a formal fund balance policy, but management targets a 10%-12% cash balance in each of the education, operation, and rainy day funds, which it is currently meeting, and the district will aim to maintain the referendum fund reserve to a level equal to a full year's levy.
- The district does not maintain a long-term financial forecast nor a formal debt management policy beyond state guidelines.

#### **Low-to-moderate debt burden with rapid amortization**

After this issuance, we expect the district's direct debt outstanding will increase to approximately \$178.0 million, and overlapping debt makes up 24.5% of debt outstanding. The district does not have any short-term borrowing, nor any direct-purchase or variable-rate debt. Management informed there are discussions to issue additional debt for capital projects over the outlook horizon, though details have not been finalized at this time.

#### **Pension and other postemployment benefits liabilities**

We do not view pension liabilities as a source of credit pressure for the school corporation given our opinion of strong plan funding status and affordable contributions, although we see a small risk of cost escalation.

The district participated in the following plans as of June 30, 2021:

- Indiana Public Employees' Retirement Fund (PERF): 92.5% funded, with a net pension liability of \$3.0 million.
- Indiana Teachers' Retirement Fund (TRF): 106.2% funded, no proportionate share asset disclosed.

The district's combined required pension contributions to PERF and TRF totaled \$788,000, or 4.0%, of total governmental fund expenditures in 2020. Contributions to both PERF and TRF plans exceeded both our static and minimum funding progress metrics, resulting in funding progress for both PERF and TRF. There is an actuarial plan in place for both plans to reach full funding and consistent contributions are expected due to the level-dollar amortization basis. The plans are scheduled to be fully funded within 24 years, which is longer than S&P Global Ratings' guideline of 20 years to effectively pay down unfunded liabilities. With a discount rate of 6.25%, we see limited risk of cost escalation.

Lake Central School Corp. allows employees to remain on its health care plan upon retirement, but retirees pay the full amount of their premiums. Therefore, there is only an implicit liability to the district.

## Lake Central School Corp., Ind.—Key Credit Metrics

	Characterization	Most recent	Historical information		
			2021	2020	2019
Economic indicators					
Population				69,720	69,090
Median household EBI % of U.S.	Strong			128.0	133.0
Per capita EBI % of U.S.	Good			108.0	114.0
Market value (\$000)		8,786,013	8,569,312	8,050,400	7,479,677
Market value per capita (\$)	Extremely strong	126,019	122,910	115,468	108,260
Top 10 taxpayers % of taxable value	Very diverse	7.7	7.4	7.7	8.1
Financial indicators					
Total available reserves (\$000)			26,229	21,889	17,129
Available reserves % of operating expenditures	Strong		30.6	27.1	22.5
Total government cash % of governmental fund expenditures			39.5	37.0	31.2
Operating fund result % of expenditures			5.1	5.9	15.1
Financial Management Assessment	Standard				
Enrollment		9,250	9,228	9,166	9,414
Debt and long-term liabilities					
Overall net debt % of market value	Low	2.7	2.7	3.1	3.5
Overall net debt per capita (\$)	Moderate	3,381	3,326	3,599	3,777
Debt service % of governmental fund noncapital expenditures	Elevated		18.0	20.5	20.5
Direct debt 10-year amortization (%)	Rapid	88.0	87.0	81.0	75.0
Required pension contribution % of governmental fund expenditures			3.6	4.0	4.1
OPEB actual contribution % of governmental fund expenditures			0.0	0.0	0.0
Minimum funding progress, largest pension plan (%)		161.8	161.8	116.2	111.6

EBI—Effective buying income. OPEB—Other postemployment benefits.

## Related Research

- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.standardandpoors.com](http://www.standardandpoors.com) for further information. Complete ratings information is available to subscribers of RatingsDirect at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.