SMCSC Teacher Handbook

SOUTH



MADISON

2026-2027

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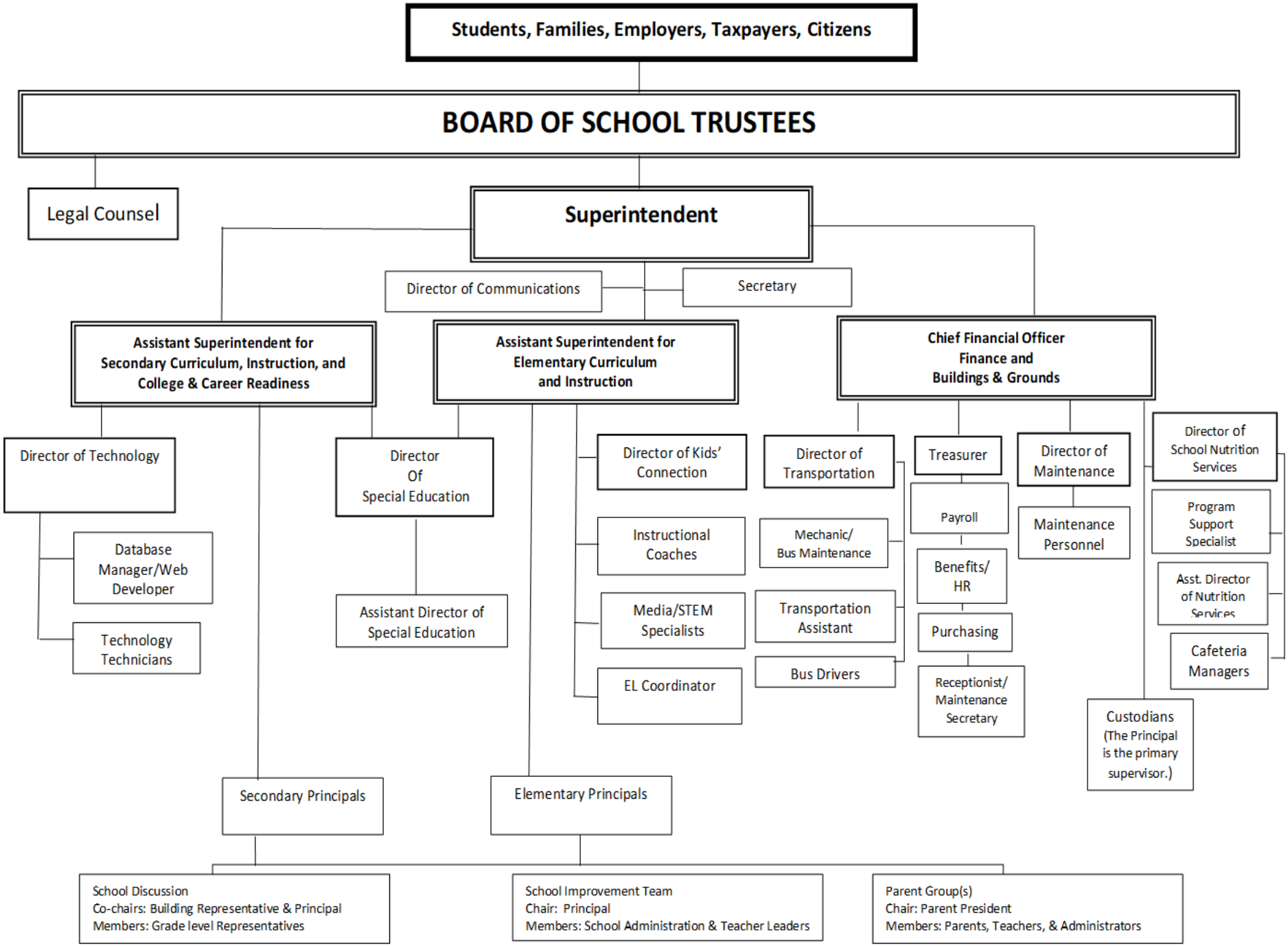
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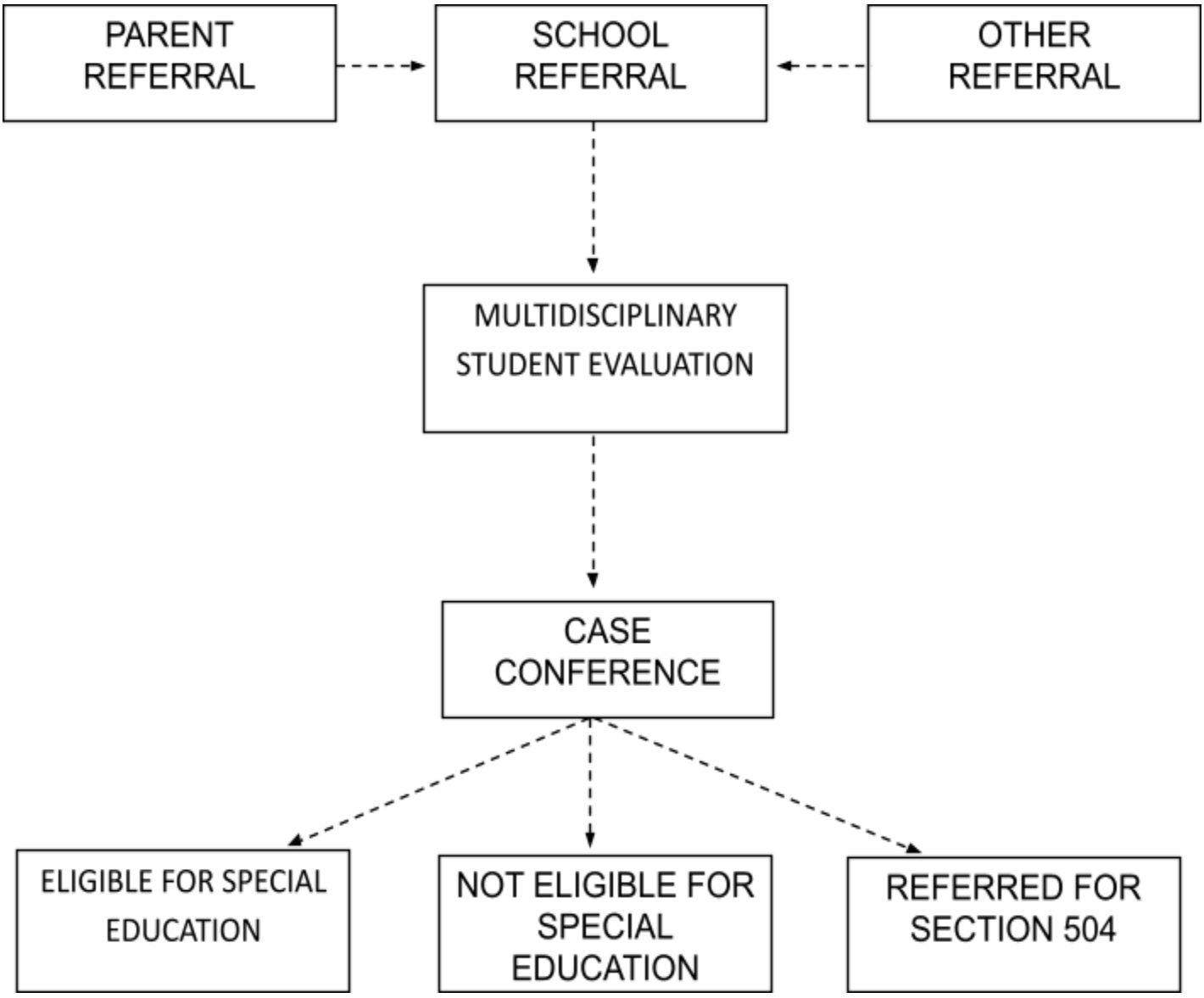
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South Madison Community School Corporation



HAMILTON-BOONE-MADISON SPECIAL SERVICES COOPERATIVE

FLOW CHART



JULY 2026

S	M	T	W	Th	F	S
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AUGUST 2026

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SEPTEMBER 2026

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OCTOBER 2026

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NOVEMBER 2026

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DECEMBER 2026

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2026

JUNE		**New Student Enrollment:** Contact your school to make an appointment to enroll.
JULY		**New Student Enrollment:** Contact your school to make an appointment to enroll.
AUGUST		Quarter 1: August 12 - October 9 (42 days)
	10	8:00 AM - 3:45 PM Teacher Organization Day
	11	8.00 AM - 11.30 AM Staff Development day
	12	First Day of School for ALL STUDENTS
SEPTEMBER		
	4	8:00 AM - 11:30 AM K-12 Staff Development/eLearning Day
	7	Labor Day - SCHOOLS CLOSED
OCTOBER		Quarter 1 Break: October 12-16 (5 days)- SCHOOLS CLOSED
		Quarter 2: October 19 - December 18 (43 Days)
	19	School Reconvenes at Regular Hour
NOVEMBER		
	25	8:00 AM - 11:30 AM K-12 Staff Development /eLearning Day
	26-27	Thanksgiving Break - SCHOOLS CLOSED
DECEMBER		Quarter 2 Break: December 21 -January 1(10 Days)-SCHOOLS CL
		(Note: No makeup days will occur during winter break.)

2027

JANUARY		Quarter 3: January 5 - March 11 (46 Days)
	4	8:00 AM - 11:30 AM Staff Development Day
	5	School Reconvenes at Regular Hour
	18	Martin L. King Day - Schools Closed UNLESS Snow Make-up Da
FEBRUARY		
	15	Presidents' Day - Schools Closed UNLESS Snow Make-up Day
MARCH		March 12 Schools Closed UNLESS Snow Make-up day
		Quarter 3 Break: March 15-19 (5 days)-SCHOOLS CLOSED
	22	School Reconvenes at Regular Hour
		Quarter 4: March 22 - May 27 (49 Days)
APRIL		
MAY		
	27	Last Student Scheduled Day
	28	Teacher Work Day
	31	Memorial Day - Schools Closed
JUNE		
	6	Commencement - Class of 2027

JANUARY 2027

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FEBRUARY 2027

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MARCH 2027

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APRIL 2027

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MAY 2027

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June 2027

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27	28	29	30			

PLEASE NOTE: If additional make-up days are needed, the days will be added to the end of the school calendar.

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
BOARD MEETING DATES

2026			2026		
JAN	8	(2nd Thur.) Regular Meeting Organizational Meeting	AUG	6	(1st Thur.) Regular Meeting
FEB	5	(1st Thurs.) Regular Meeting		20	(3rd Thur.) Regular Meeting
	19	(3rd Thurs.) Regular Meeting	SEP	3	(1st Thur.) Regular Meeting
MAR	5	(1st Thurs.) Regular Meeting		17	(3rd Thur.) Regular Meeting
APR	2	(1st Thur.) Regular Meeting	OCT	8	(2nd Thur.) Regular Meeting
	16	(3rd Thur.) Regular Meeting		22	(4th Thur.) Regular Meeting
MAY	7	(1st Thur.) Regular Meeting	NOV	5	(1st Thur.) Regular Meeting
	21	(3rd Thur.) Regular Meeting		19	(3rd Thur.) Regular Meeting
JUNE	4	(1st Thur.) Regular Meeting	DEC	3	(1st Thur.) Regular Meeting
JULY	9	(2nd Thur.) Regular Meeting	**2027**		
			JAN	7	(1st Thur.) Regular Meeting Organizational Meeting

PLACE: Administrative Services Center
203 South Heritage Way
Pendleton IN 46064

TIME: 7:00 PM

ACADEMIC SPOTLIGHT AWARDS & REPORTS

East Elementary – November 5, 2026
Pendleton Elementary – November 19, 2026
Maple Ridge Elementary – December 3, 2026
Pendleton Heights Middle School – February 4, 2027
Pendleton Heights High School – February 18, 2027

CONVENTION DATES:

ISBA/IAPSS: Fall Conference:
October 5-6, 2026 in Indianapolis

RETIREMENT RECOGNITION

May 21, 2026

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES
APPOINTMENTS AND REPRESENTATIVES
2026

MEMBERSHIP OF BOARD		ELECTED	EXPIRATION	TWP
President	Mr. Mark Thompson	Jan 1, 2023	Dec 31, 2026	Green
Vice-President	Mr. Buck Evans	Jan 1, 2025	Dec 31, 2028	Adams
Secretary	Mr. Kevin Ginder	Jan 1, 2023	Dec 31, 2026	Adams
Asst. Secretary	Mr. Bill Hutton	Jan 1, 2023	Dec 31, 2026	Fall Creek
Member	Mr. Mike Hanna	Jan 1, 2025	Dec 31, 2028	Fall Creek
Member	Mr. John Lord	Jan 1, 2025	Dec 31, 2028	Green
Member	Mrs. Ana Blake	Jan 1, 2025	Dec 31, 2028	At Large

Board Attorney	Church Church Hittle & Antrim
Treasurer	Penny Myers
School Corporation Assistant Treasurer	Paula Kellermeyer
Delegate to ISBA Convention	John Lord
ISBA Legislative Liaison Designate	John Lord
ISBA Policy Liaison Designate	John Lord
Athletic Council Representative	Mark Thompson
Parliamentarian	Church Church Hittle & Antrim

Board Representatives to Advisory Committees:

Alternative School Program	Kevin Ginder
Area Vocational	Ana Blake
WEEM	Bill Hutton
STEM	John Lord
Technology	Bill Hutton
Vocational Agriculture	Richard “Buck” Evans
Vocational Business Education	Kevin Ginder
Vocational Family and Consumer Life Sciences	Ana Blake
Security and Safety	Mark Thompson & Ana Blake

Board Representation to Interlocal

Special Education	Mark Hall

Board Representatives to Civic Boards:

Pendleton Community Library	Debra Collins	[7/01/23-6/30/27]
	Patricia Hinton	[7/01/25-6/30/29]
	Eileen Neeley	[7/01/25-6/30/29]
Pendleton Park Board	Steve Wills	[1/01/23-12/31/27]
Re-development Commission	Mike Hanna	[1/01/26-12/31/26]
Ingalls Re-development Comm.	John Lord	[1/01/26-12/31/26]

NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (POLICY 3122)

The School Board does not discriminate on the basis of the Protected Classes of race, color, national origin, sex, disability, age, religion, military status, ancestry, genetic information, or any other legally protected category (collectively, "Protected Classes") in its programs, and activities including employment opportunities.

The Superintendent shall appoint and publicize the name of the Compliance Officer(s) who is/are responsible for coordinating the Corporation's efforts to comply with applicable Federal and State laws and regulations, including the Corporation's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The Compliance Officer(s) also shall verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act is provided to staff members and the general public. Any sections of the Corporation's collectively bargained contracts dealing with hiring, promotion, and tenure should contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender specific terms should be eliminated from such contracts.

Compliance Officers: Dr. Laura Miller, Assistant Superintendent and Andrew Kruer, Assistant Superintendent
Telephone: 765-778-2152
The complete Nondiscrimination and Equal Employment Opportunity Policy 3122 can be found in Appendix V.

New Employees - Expanded Criminal History and Expanded Child Protection Index Checks

Expanded Criminal History(ECH) and Expanded Child Protection Index (ECPI) checks are required of all school employees who are likely to have direct, ongoing contact with children within the scope of their employment. The ECH check must be completed before or not later than thirty (30) days after the start date of employment. The ECPI check must be completed before or not later than sixty (60) days after the start date of employment. In addition, the employer can require an employee to have the ECH and ECPI checks at any time if the employer has reason to believe the applicant or employee is the subject of a substantial report of child abuse or neglect or has been charged with or convicted of a crime listed in IC20-26-5-11(b).

Current Employees – Expanded Criminal History and Expanded Child Protection Index Checks

School corporations must have in place a policy that requires updated Expanded Criminal History (ECH) check for current employees every five (5) years and may require updated Expanded Child Protection Index (ECPI) checks every five (5) years. In addition, the employer can require an employee to have the ECH and ECPI checks at any time if the employer has reason to believe the applicant or employee is the subject of a substantial report of child abuse or neglect or has been charged with or convicted of a crime listed in IC20-26-5-11(b).

TEACHER REGULATIONS

1. TEACHING AS A PROFESSION

Teaching is considered a full-time job. Teaching obligations must come first. Other obligations may be undertaken only if they do not interfere with your teaching in any way. **Teachers are expected to follow all the SMCSC Board Policies. They can be found at** SMCSC Board Policies

2. TEACHER LICENSE AND EXPERIENCE

A. Indiana Code 20-18-2-22 and 511 IAC 6.1-6-1 states, "Each school corporation shall employ only teachers, administrators, and student services specialists properly licensed under 511 IAC 10." Therefore, teachers will be required to have a valid teachers license or adequate documentation on file in the superintendent's office prior to the beginning of each school year before a contract is issued.

B. Each teacher is responsible for applying for his/her teaching license and supplying the central office with a copy.

C. If a change has been made to a teacher's transcript a set of the teacher's transcripts must be provided to the superintendent's office prior to the beginning of the school year.

3. TEACHER ATTENDANCE AT SCHOOL

Teachers are to be at school and leave school at the time specified by the principal. It is important to be on time.

4. TEACHER ABSENCE

A. Teachers must enter any absence in WillSub when requesting leave. If the absence is entered within 30 minutes of the start of school, the teacher must also call his/her principal or designee

B. Each teacher is entitled to 5 sick days per year plus accumulated sick leave.

C. A teacher may transfer sick leave from his/her previous corporation at the rate of 3 days per year after the first year.

D. Each teacher is entitled to 10 personal leave days per year. Unused personal leave days are added to sick leave after the end of each year.

E. Requests for leave without pay or for professional leave will be granted at the discretion of the superintendent.

F. A teacher may be granted an unpaid leave of absence up to one (1) school year at the discretion of the school Board. A teacher should submit his/her written request for the unpaid leave to the principal and the superintendent along with an explanation of the reason that the teacher is requiring the leave.

G. Sick leave of all employees may be used in accordance with the provisions set out in the contract. The school has the right to require a doctor's certificate for an absence from work. Employees with illness/surgeries exceeding 5 consecutive days must provide a doctor's release to work statement prior to returning to work (including break periods.)

H. Teacher Absence Administration.

(1) All teachers' absences from their positions, at their own request (except for a conference or lunch period), must be charged to one of the following:

a. Major Disability Leave
b. Personal Illness Leave
c. Illness In Family Leave
d. Jury Duty/Witness Leave
e Bereavement Leave
f. Personal Business Leave
g. Paternity Leave
h. Adoptive Leave
i. Child Care Leave
j. Study Leave
k. Professional Leave* (permission of Superintendent only, non-contractual)
l. Leave Without Pay (permission of the Board)
m. Military Leave
n. Catastrophic Illness Leave Bank

*Professional leave is sometimes granted at the discretion of the superintendent for attending conferences, clinics, or workshops which are directly related to the teaching assignment.

(2) A copy of The Family and Medical Leave of Absence ("FMLA") Policy 3430.01 can be found in the Appendix (A).

(3) All time off from school, which is lost, will be charged in one-half-day or full-day increments. More than a half-day counts as a full day.

(4) Teachers who are absent by administrative request will not be charged with time off.

(5) Teachers who are absent during their preparation period with the principal's permission will not be charged with time off.
(6) Coaches who must be sent for a scheduled contest will not be charged with time off.
(7) Late teacher arrival at school would not ordinarily be charged as time lost, but may result in a conference and/or a reprimand. Missing a substantial part of the day or repeated offenses may result in time lost without pay.
(8) Substitutes should be employed whenever possible when teachers use their leave time.

5. SUBSTITUTES

When a teacher is sick, he/she must enter the absence in WillSub. If it is within 30 minutes of the start of school, the teacher must also call his/her principal or designee.

6. TEACHER EVALUATION PLAN (See Appendix B)

A. The development and implementation of the employee performance evaluation plan is a positive, cooperative and continuing process. The plan will:
(1) Provide for the opportunity to improve the employee's performance;
(2) Provide for the growth and development of the employee;
(3) Require periodic assessment of the effectiveness of the plan; and
(4) Provide specific direction for improvement if areas of concern are identified.

B. Upon request, the employee shall be given immediate access to the contents of his/her personnel files, including evaluations, but excluding items for which they have waived their right to see. If he/she desires, the employee shall be furnished a reproduction of the contents of the files.

C. The Administration and the Association shall meet periodically at a mutually agreeable time to review the effectiveness of the plan.

D. Accidental or unintended access by staff or students under the supervision of teachers of web sites or material that is sexual in nature, illegal, or specifically prohibited by the board shall not be used as a part of any evaluation or action against a teacher.

7. RESIGNATION POLICY 3140

Pursuant to State law, following submission of a resignation to the Superintendent, the employee may not withdraw or otherwise rescind that resignation. A notice of retirement is functionally equivalent to a resignation and thus falls within the meaning of the word "resignation" for purposes of this policy. The Superintendent shall inform the Board of the submission of that resignation at its next meeting. The Board may choose to accept that resignation, deny that resignation or take any other appropriate action relating to the termination, suspension or cancellation of employment of the person submitting the resignation. A resignation, once submitted, may not then be rescinded unless the Board agrees.

Teacher Dismissal Regulations can be found in the Appendix (Appendix D.)

8. DRESS AND APPEARANCE/PPE

All teachers are expected to dress and groom themselves appropriately for their profession. See Appendix R.

Personal Protective Equipment

Staff members will be required to wear personal protective equipment, including but not limited to face coverings, during certain times based on the district plan designed to manage the spread of COVID-19 or other community health-related concerns.

9. PROFESSIONAL ETHICS

A. School personnel should not gossip about one another or about any other school personnel.

B. SMCSC has adopted the Open Communication 3112 Policy (Appendix E) which outlines a problem-solving procedure. If there is a problem follow the policy procedures.

C. In any case, take care of school problems at school, not elsewhere.

D. All communication with the Indiana Department of Education (except for licensing) must be through your principal and superintendent, as the Department of Education will simply send your letter back to the local school corporation.

E. The school staff shall not use their positions to solicit business from [1] other school staff, or [2] students and parents, for the benefit of any private activity with which they might be engaged.

10. LEAVING SCHOOL

Teachers are not to leave school grounds during the school day, other than lunch time, without the permission of the building principal.

11. TEACHER MEETINGS

All teachers are expected to be present at general and/or building teachers' meetings unless excused by the superintendent and/or building principal.

12. EMPLOYEE CAFETERIA PURCHASES AND ACCOUNTS

SMCSC employees have cafeteria accounts stored in the Nutrition Services software that can be used to deposit into and hold funds to make cafeteria purchases from. Accounts can be used at any school within SMCSC. Accounts are "no charge" accounts, which means that purchases cannot be made without positive funds in account prior to time of purchase. SMCSC Nutrition Services is not allowed, per federal requirements, to extend credit on these accounts.

13. PAY SCHEDULE

A payroll schedule for the current school year can be found in the Appendix E. Be sure to sign a W-4 and WH-4 (withholding forms) with the number of dependents claimed **if there are changes**. If there is a change in marital status the payroll and benefits department must be notified within 30 days.

14. DIRECT DEPOSIT

All employees are encouraged to use direct deposit for paychecks. Forms can be obtained from the payroll coordinator in the Central Office.

15. FRINGE BENEFIT ADMINISTRATION

A. At the beginning of each school year, if they desire to participate, teachers who have taught in our school system the previous year, and teachers who are new to our school system, will have their insurance coverage start on the first day of employment. An application for each plan should be on file in the superintendent's office by the end of the first day of school. The present insurance year is from September 1 to August 31.

B. Teachers who qualify for hospitalization/medical insurance but who are presently covered under another policy may apply for hospitalization/medical insurance at any time in life changing situations. Otherwise, all insurance must be applied for at the time of employment or during open enrollment.

C. New teachers who are placed under contract to teach less than one semester will not be enrolled in an insurance plan.

D. New teachers who are signed to a contract after school starts and who are to teach a minimum of one semester will receive insurance coverage approximately 30 calendar days after they begin teaching and sign an application. They will have the option of starting their insurance so that it will expire on August 31 in order to coincide with the next insurance year.

E. If a teacher is covered by income protection insurance, such protection will be terminated on the day leave without pay, termination, or resignation begins, but will be reinstated on the day he/she returns or was scheduled to return (if unable to return) if it is within one calendar year after the beginning of the leave. No premium will be due on this coverage while on leave. (Note: If disabled while on leave, coverage should start on the day the teacher is scheduled to return.)

F. On leaves without pay of less than 30 calendar days, hospitalization/medical insurance, and life insurance premiums will be paid by the corporation.

G. Teachers on leave without pay for one year or less, but longer than 30 calendar days, will be given the opportunity to pay their own hospitalization/ medical insurance and life insurance premiums starting with the first day. These premiums will be deducted from the current school year's salary on a mutually agreed upon plan or may be paid by check each month while on leave.

H. All insurance will be provided on the basis of 12 calendar months' insurance for each 183 school days worked but not to exceed 12 calendar months earned coverage in any one school year.

I. Open enrollment – annual open enrollment for eligible employees not currently on the plan will be November 1-15, with coverage becoming effective January 1st. The HDHP plan can not change to a Traditional plan unless there is a life changing event of: marriage, divorce, widowed, birth or adoption of child.

J. Health Savings Accounts can have voluntary payroll deductions. Employees will be able to make changes in their deduction amount Employees must notify the ASC/Benefits office of their intent to make a change.

K. Everside Health: :
Employees and family members over 4 years old covered under SMCSC health insurance will be able to use the clinic and at no out of pocket cost for annual physicals and primary care services. The clinic stocks approximately 50 prescription medications that are also available at no out of pocket cost. Other benefits to this program: 1) a full-time primary care physician and a full-time nurse practitioner on staff; 2) incentives for getting an annual physical; 3) incentives over the year for achieving goals established with the Unified Health and Wellness Center physician; and 4) medical referrals.

16. SCHOOL INSURANCE

A. The following insurance is available:
   (1) Life Insurance
   (2) Hospital and major medical insurance
   (3) LTD income protection
   (4) Dental Insurance
   (5) Vision Insurance

17. TAX SHELTERED ANNUNITIES (TSA)

A. A company will be recognized to write TSA's in the district when 20% or more employees indicate in writing a desire to have that company write their annuity.

B. Once a company is recognized to write TSA policies with the district, that privilege will be retained as long as any one employee retains their policy unless this privilege is revoked by the school district for misrepresentation by the company or other just cause.

C. Only one TSA deduction per employee will be made.

D. Each employee is provided the opportunity to participate in a voluntary tax-sheltered annuity program. Enrollment periods are on a semi-annual basis. **These time periods will be July 1 – August 1 and December 1 – January 1.** Members may change the carrier or the amount that is deducted only during these time periods. An agreement for a reduction in wages for a TSA will remain in effect for subsequent years unless canceled during a semi-annual period. A TSA may only be canceled during a semi-annual period.

E. The school district does not approve any TSA company. The district only agrees to make payroll deductions for the employee.

F. Any complaint of unfair practices or misrepresentation on the part of any agent or company shall be made in a signed statement to the superintendent.

G. TSA agents shall not be permitted to contact school employees while they are at school.

18. 401 (A) & 403 (B) PLANS

A. A qualified Section 401(a) Annuity Plan, Section 403(b) Annuity Plan, and a self-managed plan have been established for all certified employees. See Appendix T & U for copies of the plans. See Appendix S for a list of approved representatives.
   (1) The Section 403(b) Plan shall include provisions for pre-tax salary reduction contributions or after-tax Roth contributions by the employee. The employee has the investment option of either an annuity or mutual fund. The Board will contribute $1.00 for each $1.00 contributed by an employee, up to three percent (3%) of the employee's base salary; provided the employee makes a matching contribution of three percent (3%) of the employee's base salary.
   (2) Contributions made by the district will be deposited into the Section 401(a) account on behalf of the certified employee.
   (3) For further information refer to the Master Contract Article IV – Fringe Benefits.

B. Open window periods for making changes are on a semi-annual basis. **These time periods will be July 1 – August 1 and December 1 – January 1.** A new member may create new annuity accounts one time within the first semi-annual period that he/she first becomes eligible.

CLASSROOM MANAGEMENT

1. CLASSROOM MANAGEMENT

A. Be in your classroom on time.

B. Insist that your students be on time for class. If the student is late because of a conference with another teacher, the teacher should give the student an "Excused" pass. If the fault was not another teacher, the student should obtain an Excused or Unexcused Pass, as the case might be, from the principal.

C. Schedule conferences with students at some time other than at the beginning of the period. Start your class within seconds after the bell rings.

D. Have a definite objective for each period of instruction.

E. Involve all your students as participants in the lesson.

F. Stand when you teach. Move about the room. Raise and lower your voice. Maintain eye-to-eye contact which will help you establish rapport and gauge student reaction.

G. Keep paper and debris picked up. Adjust the window blinds when needed.

H. **When giving a test, do not leave the room at any time.** It would be better if you stood during the test period at the front or side of the room where you can easily see each student. If there is an emergency, send a student for the principal so you can remain with the class. Defer questions until near the end of the period if possible.

I. Assignments and Supervised Study. Be specific in making the assignment — write the assignment on the board; insist that the students write down the assignment. One of the most important purposes of the assignment is to arouse interest and to motivate. During the study period you should move about the room checking on student progress and talking quietly with those who need to talk with you. Do not assign too much (or too little). Remember, each student has several subjects.

See Policy 2330 - Homework

Teachers are vital for student learning and academic success. As per SMCSC Attendance Policy (5200), teachers must provide instructional materials and reasonable assistance during the first 12 days of a student's absence. However, they are not required to offer tutoring outside of class hours. For absences beyond 12 days, excluding the exceptions within Policy 5200, teachers are not required to provide and accept make-up work for credit.

Extended absences are discouraged, and parents are advised on the importance of regular attendance. The student handbook outlines the consequences of unexcused absences, including those for non-health related reasons, in Policy 5200, including possible attendance contracts, referral of parent to the Madison County Prosecutor or Department of Child Services (CPS), no credit for make-up work, and other penalties. High school students may be removed from a course after ten absences.

J. Stay in the classroom the whole period unless it is absolutely necessary to leave.

K. Make each lesson interesting. Every subject is considered important. Planning is important if we are to meet our objectives.

2. <u>ORDER AND CLEANLINESS OF EACH CLASSROOM</u>

A. Teachers are urged and expected to keep each assigned teaching area clean and attractive in conjunction with the custodian.

All paper should be picked up at the end of each period.

B. Special room maintenance problems should be requested in writing on a work order (Appendix F) through the principal.

3. <u>STUDENT ENROLLMENT AND ATTENDANCE</u>

A. No student will be taken out of any class at any time without the permission of the principal or his designee.

B. Students who drive to school or ride to school with another student will file parental permission blanks with the principal. All drivers must be licensed.

C. School bus drivers who bring a student to school should also return him home unless the student shows a permission slip to the driver.

D. Use the complete birth certificate name on all registers, class record books, report cards, and diplomas. If there is no middle name, write "none."

E. Teachers are not to take students off of school property without the permission of the school principal.

4. <u>DISCIPLINE</u>

A. Do not leave your teaching area unsupervised at any time.

B. Teachers are responsible for the management of their classrooms and maintenance of student discipline.

C. Remember that every student deserves a chance to learn.

D. Students <u>should not</u> be allowed to address teachers by their first names.

5. <u>CORPORAL PUNISHMENT</u>

A. Corporal punishment must be limited to paddling with a thin paddle (1/2 inch or less) in front of the principal.

B. A parent of the student shall be notified when a student is paddled.

C. Do not paddle a student in a classroom in front of other students.

D. A paddling should be limited to no more than three licks. Do not paddle the same student twice in one day.

E. Do not strike or slap a student on or about the head.

6. TEXTBOOKS

Textbooks do not define the curriculum. The curriculum is defined by the local and state content standards. Textbooks should be used as a support for the teaching of the standards.

7. GRADE PROMOTION (all teachers grades 1-8)

A. Review with your students at the beginning of the year.
   (1.) Any student with semester F's in four solid subjects should be initially placed on the non-promotion list submitted to the principal.
   (2.) In departmentalized grades, a committee should be appointed to make recommendations to the principal in place of the one teacher as in self-contained grades.
   (3.) The decision for promotion, retention, or assignment of the student shall be made by the principal based upon the recommendation of the teacher and a conference with the parent, if possible, with due consideration given to age, social development, previous retentions, and probably effect upon the student's welfare as well as the other students.
   (4.) A list of all retentions and assignments shall be furnished to the superintendent by the principal along with the reason. Note: A student with failing grades, as in #1 above, should not be promoted but assigned if it is desired that he enter the next grade. Actually 2 or 3 times are probably as many times that most students should be retained.

8. EMERGENCY DRILLS

A. The purpose of this drill is to prepare for severe weather conditions and other natural disasters.

B. Each drill is to be conducted as if there were an actual emergency.

C. Fire drills will be practiced as required by Indiana law. Fire drills will be conducted monthly.

D. Each staff member should know the emergency procedures for his/her building.

E. Each school should daily monitor its "weather monitor" during school hours.

F. When a "watch" or "warning" is signaled, the school should post an observer to observe actual conditions.

G. In assigning emergency stations, the southwest and the northeast corner of the building should be avoided.

H. Tornado drills will be practiced as required by Indiana law. Tornado drills will be conducted as required: one (1) during each semester or trimester.

I. Disaster drills will be practiced as required by Indiana law. Manmade occurrence disaster drills will be conducted as required: one (1) during each semester or trimester.

9. FIRE DRILLS/BOMB THREAT DRILLS

A. Each drill will be conducted as if there were actually a fire or threat.

B. Fire marshals should be appointed to be sure each floor is clear.

C. Pupils must not talk to each other while leaving or entering the building.

E. Teachers shall remain with their class as they exit and re-enter the building.

F. The first person to reach the outside door should hold it open until the rest of the students have passed from the building.

G. Students should be led away from the immediate vicinity of the building because of the possible danger of explosion.

H. Students should not return to their areas until the "all clear' has been given by the principal.

I. Each teacher should appoint someone in each class to close the windows and door of each room.

10. CLASS TRIPS AND/OR ACTIVITIES

A. Class field trips or activities must be submitted a minimum of two weeks in advance of the scheduled activity through Infofinder.

B. If school time is involved and students are pulled from class the trip-activity-event must align with grade and subject standards.

C. If school time is involved or the activity involves staying overnight, the superintendent's approval is required. If the activity involves staying overnight, the School Board's permission is also required.

11. **GUIDELINES FOR ADMINISTRATION OF MEDICINE AT SCHOOL**

The medications and/or treatments which may be administered are defined in Policy 5330. In those circumstances where a student must take prescribed medication during the school day, the following guidelines are to be observed.

A. Parents should determine with their physician's counsel whether the medication schedule can be adjusted to avoid administering medication during school hours.

B. The Medication Administration Form must be filed with the respective building principal before the student will be allowed to begin taking any medication during school hours. This written and signed request form is to be submitted on an annual basis.

The parent is to notify the school in writing if the medication, dosage, schedule, or procedure is changed or eliminated. A new request form must be submitted each school year or for each new medication.

C. All medications to be administered during school hours must be registered with the principal's office. Upon receipt of the medication, the school nurse shall verify the amount of medication brought to the school and indicate that amount on the student medication log sheet.

D. For students in grades K through 6, parents must deliver any necessary medications to the school nurse.

E. For each prescribed medication, the container shall have a pharmacist's label with the following information:

1. student's name
2. physician's name
3. date
4. pharmacy name and telephone
5. name of medication
6. prescribed dosage and frequency
7. special handling and storage directions

F. Any unused medication unclaimed by the parent will be destroyed by the administrative personnel when a prescription is no longer to be administered or at the end of a school year.

G. The staff member administering the medication shall ensure that the student takes the medication properly.

H. If a student does not take the medication at the proper time, the staff member responsible for administering the medication shall take appropriate steps to locate the student and administer the medication and to then notify the parents of the importance of the child reporting on time for his/her medication.

I. All medications are to be administered in such a way as to not unduly embarrass the student.

J. A log for each prescribed medication shall be maintained which will note the personnel giving the medication, the date, and the time of day. This log will be maintained along with the physician's written request and the parent's written release.

K. If, for supportable reasons, the principal wishes to discontinue the privilege of a student self-administering a medication, s/he shall notify the parent of this decision in sufficient time for an alternative administration to be established.

L. Dispensing of non authorized, over-the-counter (OTC) medication by Corporation employees to students served by the Corporation is prohibited. Where investigation confirms such allegations, prompt corrective action shall be taken up to and including dismissal.

M. Pendleton Heights Middle School and Pendleton Heights High School Students Only: If a student's parent/guardian provides to the school nurse written or electronic permission to dispense over-the-counter medication, the student may be given acetaminophen (Tylenol), ibuprofen (Advil), or Tums. However, if a student needs these medications more than five times during the school year, parents must supply the medication for their child.

N. In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainees, and lay coaches should never dispense, supply or recommend, the use of any drug, medication, or food supplement solely for performance-enhancing purposes.

12. STUDENT SUPERVISION AND WELFARE [Policy 3213]

Professional staff members shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities and are expected to establish and maintain professional staff-student boundaries that are consistent with their legal, professional and ethical duty of care for students. The Superintendent shall maintain and enforce the following standards:

A. A professional staff member shall immediately report to a building administrator any accident, safety hazard, or other potentially harmful condition or situation s/he detects.

B. A professional staff member shall provide proper instruction in safety matters as presented in assigned course guides.

C. Each professional staff member shall immediately report to a building administrator knowledge of threats of violence by students.

D. A professional staff member shall not send students on any personal errands.

E. A professional staff member shall not associate or fraternize with students at any time in a manner that may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity that could be considered abusive or sexually suggestive or involve harmful substances such as illegal drugs, alcohol or tobacco. Any sexual or other

inappropriate conduct with a student by any staff member will subject the offender to potential criminal prosecution and disciplinary action by the Board up to and including termination of employment.

F. If a student approaches a staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationship, etc., the staff member may attempt to assist the student by facilitating contact with certified or licensed individuals in the Corporation or community who specialize in the assessment, diagnosis, and treatment of the student's stated problem. Any staff member who determines that a student is in need of services shall report the matter to appropriate authorities. However, under no circumstances should a staff member inappropriately disclose personally identifiable information concerning the student to third persons not specifically authorized by law.
G. A professional staff member shall not transport students in a private vehicle without the approval of the administrator.
H. A student shall not be required to perform work or services that may be detrimental to his/her health.
I. Staff members should be aware of the potential dangers of engaging in electronic communication with students via email, texting, social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc. when such communication is not directly related to curricular matters or co-curricular/extracurricular events or activities.
J. Staff members are prohibited from electronically transmitting any personally identifiable image of a student(s), including video, photographs, streaming video, etc. via email, text message, or through the use of social media and/or online networking media, such as Facebook, Twitter, YouTube, MySpace, Skype, blogs, etc., unless such transmission has been made as part of an approved curricular matter or co-curricular/extracurricular event or activity such as a school-sponsored publication or production in accordance with Policy 5722.

   Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, alleged child abuse, and any other record information. Pursuant to the laws of the State and Board Policy 8462, each professional staff member shall report to the proper legal authorities immediately, any sign of suspected child abuse or neglect.

Child Abuse and Neglect [Policy 8462]

As an agency of the State, the School board is concerned with the physical and mental well-being of the children of this Corporation and will cooperate in the identification and reporting of cases of child abuse in accordance with law.

Each staff member and youth coach employed by this Corporation, volunteer coach, and any volunteer shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse, abandonment, cruelty, or neglect resulting in physical or mental injury to a student by other than accidental means. If a staff member has reason to believe a child is a victim of abuse or neglect, they shall make a report immediately to the Department of Child Services ("DCS") by calling the Indiana Child Abuse and Neglect Hotline at 1-800-800-5556, and if a crime is suspected, the appropriate local law enforcement agency. After making the report, the staff member shall notify the appropriate building administrator of the circumstances that led to the report that the staff member made to DCS and/or the appropriate local law enforcement agency. The building administrator shall document the report and, if unable to confirm the date and time it was made and/or the identity of the person to whom the report was made, shall contact DCS and, if a crime is suspected, the appropriate local law enforcement agency to ensure that they have received the report and an investigation has begun

Information concerning alleged child abuse of a student is confidential information and is not to be shared with anyone other than the administration , DCS, the local prosecutor, and if a crime is suspected, the appropriate local law enforcement agency. If the parent or a member of the household is not the subject of the investigation, the Corporation may notify the parents that a report was made.

Failing to report suspected child abuse or neglect is a Class B misdemeanor, which is punishable by up to 180 days in jail and a $1,000 fine.

Building administrators should be mindful of the possibility of physical or mental abuse inflicted by a staff member. A staff member who violates this policy may also be subject to disciplinary action. Information concerning alleged abuse of a student by a teacher is confidential information and is not to be shared with anyone other than the parent(s), administration, DCS, and, if a crime is suspected, the appropriate local law enforcement agency. Any such instances, real or alleged, should be dealt with in accordance with the administrative guidelines established by the Superintendent after making a report of suspected abuse or neglect as described above.

The Board requires that each Corporation employee who is likely to have direct, ongoing contact with children within the scope of their employment attend or participate in training on child abuse and neglect, including:

A. training on the duty to report suspected child abuse or neglect under I.C.31-33-5; and
B. training on recognizing possible signs of child abuse or neglect at least once every two (2) years. This training may include:
    1. in-person presentation;

2. an electronic or technology based medium, including self-review modules available on an online system;
3. an individual program of student of designation materials.

The training required by this policy shall count toward the Board's requirements for professional development and be provided during the Corporation employee's contracted day or at a time chosen by the employee. In addition to the training required for an initial license under I.C. 20-28-5-12.3, a Corporation employee who is likely to have direct, ongoing contract with children within the scope of their employment and who holds a license or permit from the division of professional standards of the Indiana Department of Education shall, as a requirement for license or permit renewal, attend or participate in the training described above before the Corporation employee's license or permit may be renewed.

This training shall count toward the requirements for professional development required by the Board.

Annually, the Corporation shall provide age-appropriate and research and evidence-based instruction on child abuse and child abuse to students in Kindergarten through Grade 12. This instruction may be delivered by a school safety specialist, school counselor, school social worker, school psychologist, or any person with training and expertise in the area of child abuse and child sexual abuse.

A staff member who violates this policy in any way may be subject to disciplinary action , up to and including termination.

CHILD ABUSE OR NEGLECT GUIDELINES (AG 8462)

In compliance with School Board policy and State statute, professional staff members are required to report to the proper legal authorities any sign of child abuse or neglect. The child may suffer from physical abuse and neglect, sexual abuse, and/or emotional maltreatment. Basically, physical abuse is the non-accidental, physical injury of a child; physical neglect is the failure to provide proper parental care, support, medical attention, and education for a child; sexual abuse is any indecent sexual activity; and emotional maltreatment is failure to provide warmth, attention, supervision, and/or normal living experiences for a child.

Children in Need of Services

In accordance with law (I.C. 31-34-1 et seq.), a child is in need of services if, before s/he is eighteen (18) years of age, one of the following conditions exists and the child needs care, treatment, or rehabilitation that the child:

--the child is not receiving and

--is unlikely to be provided or accepted without the coercive intervention of the court.

A. The child's physical or mental condition is seriously impaired or seriously endangered as a result of the inability, refusal, or neglect of the child's parents, guardian, or custodian to supply the child with necessary food, clothing, shelter, medical care, education, or supervision.

B. The child's physical or mental health is seriously endangered due to injury by the act or omission of the child's parent, guardian, or custodian.

C. The child is the victim of a sex offense under:

1. I.C. 34-42-4-1 - Rape
2. I.C. 35-42-4-3 - Child molesting
3. I.C. 35-42-4-4 – Child exploitation; possession of child pornography
4. I.C. 35-42-4-5 – Vicarious sexual gratification; sexual conduct in presence of a minor
5. I.C. 35-42-4-6 - Child solicitation
6. I.C. 35-42-4-7 – Child seduction
7. I.C. 35-42-4-8 – Sexual battery
8. I.C. 35-42-4-9 - Sexual misconduct with a minor
9. I.C. 35-45-4-1 – Public indecency
10. I.C. 35-45-4-2 – Prostitution
11. I.C. 35-45-4-3 – Making an unlawful proposition
12. I.C. 35-45-4-4 – Promoting prostitution
13. I.C. 35-46-1-3 – Incest, or
14. the law of another jurisdiction, including a military court that is substantially equivalent to any of the offenses listed in 1-13 above.

D. The child lives in the same household as an adult who committed an offense listed in C above that resulted in a conviction or judgment under I.C. 31-34-11-2 or has been charged with an offense listed in C above and is awaiting trial.

E. The child lives in the same household as another child who is the victim of an offense listed in C above, and a caseworker assigned to provide services to the child places the child in a program of informal adjustment or other family or rehabilitative services and the caseworker subsequently determines further intervention is necessary or that a program of informal adjustment or other family or rehabilitative services are inappropriate.

F. The child lives in the same household as an adult who committed a human or sexual trafficking offense under I.C. 35-42-3.5-1 or the law of another jurisdiction, including Federal law, that resulted in a conviction or judgment under I.C. 31-34-11-2 or has been charged with a human or sexual trafficking offense under I.C. 35-42-3.5-1 or the law of another jurisdiction, including Federal law, and is awaiting trial.

G. The child is the victim of human or sexual trafficking as defined in I.C. 31-9-2-133.1 or a human or sexual trafficking offense under the law of another jurisdiction, including Federal law, that is substantially equivalent to I.C. 31-9-2-133.1.

H. The child's parent, guardian, or custodian allows the child to participate in an obscene performance (as defined by I.C. 35-49-2-2 or I.C. 35-49-3-2).

I. The child's parent, guardian, or custodian allows the child to commit a sex offense prohibited by I.C. 35-45-4.
J. The child substantially endangers the child's own health or the health of another individual.
K. The child's parent, guardian, or custodian fails to participate in disciplinary proceedings in connection with the student's improper behavior, as provided for by I.C. 20-33-8-26, if the behavior of the student has been repeatedly disruptive in the school.
L. The child is a missing child (as defined in I.C. 10-13-5-4).
M. The child is a child with a disability who is deprived of nutrition that is necessary to sustain life or is deprived of medical or surgical intervention that is necessary to remedy or ameliorate a life threatening medical condition if the nutrition or medical or surgical intervention is generally provided to similarly situated children with or without disabilities.
N. The child is born with fetal alcohol syndrome, neonatal abstinence syndrome, or any amount, including a trace amount of a controlled substance, a legend drug, or a metabolite of a controlled substance or legend drug in the child's body, including the child's blood, urine, umbilical cord tissue, or meconium. Provided, however, that the child will not be considered a child in need of services if the drug detected was a: (1) legend drug and during the pregnancy, the child's mother possessed a valid prescription for the legend drug, was not in violation of I.C. 16-42-19 (the Indiana legend drug act), and made a good faith attempt to use the legend drug according to the prescription instructions; or (2) controlled substance and during the pregnancy, the child's mother possessed a valid prescription for the controlled substance and made a good faith attempt to use the controlled substance according to the prescription instructions.
O. The child has an injury, abnormal physical or psychological development, or symptoms of neonatal intoxication or withdrawal or is at a substantial risk of a life threatening condition that arises or is substantially aggravated because the child's mother used alcohol, a controlled substance, or an illegal drug during pregnancy. Provided, however, that the child will not be considered a child in need of services if the drug detected was a: (1) legend drug and during the pregnancy, the child's mother possessed a valid prescription for the legend drug, was not in violation of I.C. 16-42-19 (the Indiana legend drug act), and made a good faith attempt to use the legend drug according to the prescription instructions; or (2) controlled substance and during the pregnancy, the child's mother possessed a valid prescription for the controlled substance and made a good faith attempt to use the controlled substance according to the prescription instructions.

Procedure For Reporting

If a staff member employed by the Corporation has reason to believe a child is a victim of abuse or neglect, s/he shall immediately make a report to the Depart of Child Protection Service ("CPS") by calling the IndianaChild Abuse and Neglect Hotline at 1-800-800-5556 or the appropriate law enforcement agency. After making the report, the staff member shall notify the appropriate building administrator of the circumstances that led to the report that s/he made to CPS or the police to ensure that they have received the report and an investigation has begun.
A Corporation employee is not relieved of the obligation to report to one of the above agencies unless a report already has been filed to the best of the individual's belief (I.C.31-33-5).
It is the responsibility of CPS to investigate possible abuse and/or neglect and prepare a written report within forty-eight (48) hours. School personnel should not pressure the child to divulge information regarding any injury or other circumstances surrounding the abuse and/or neglect. The Corporation need not provide that abuse and/or neglect exists before reporting. They need only suspect that abuse and/or neglect has occurred or currently is occurring.

Investigation of Child Abuse or Neglect

Investigators who seek to interview a student who is a suspected victim of abuse or neglect must make the request to the principal who shall determine from the investigator whether or not it is appropriate to notify the student's parents. If it is appropriate, the principal should notify the parents of the time and place of the impending interview.

Suspected Abuse by Staff Members

Building administrators and other Corporation staff members should be mindful of the possibility of physical or mental abuse inflicted by another Corporation staff member. If a Corporation staff member is suspected of abuse, his/her supervisor should be notified immediately. The supervisor shall follow the Corporation's due process procedures for addressing an employee's alleged violation of law or Corporation policy. This procedure does not negate the duty of the reporting person to also report the suspected abuse to CPS or the police.

Confidentiality of Information Regarding Child Abuse or Neglect

Information concerning the alleged abuse or neglect of a student is confidential information and is not to be shared with anyone other than the administration, CPS, or the police and, whenever abuse by someone other than the parents is suspected, the parent(s).

Consequences for Violation of Policy 8462

Failing to report suspected child abuse or neglect is a Class B misdemeanor, which is punishable by up to 180 days in jail and a $1.000 fine. A staff member who violates this policy also may be subject to disciplinary action.

Staff Training on Child Abuse and Neglect

The Superintendent shall ensure that each Corporation employee who is likely to have direct, ongoing contact with children within the scope of his/her employment attend or participate in training on child abuse and neglect, including:

A. training on the duty to report suspected child abuse or neglect under I.C.31-33-5; and
B. training on recognizing possible signs of child abuse or neglect at least once every two (2) years. this training shall include:
    1. an in-person presentation

2. an electronic or technology based medium, including self-review modules available on an online system.
3. an individual program of study of designated materials.

The required training shall count toward the Board's requirements for professional development and shall be provided during the Corporation employee's contracted day or at a time chosen by the employee.

The Superintendent shall require the Benefits Department to maintain a record of all existing employees stating the school year in which required training was completed and when the next training is due.

The Superintendent shall make certain that each corporation employee who is likely to have direct, ongoing contact with children within the scope of the employee's employment to attend or participate in at least one (1) hour of training at least every two (2) years on the identification and reporting of human trafficking. The format of this training may include:

A. an in-person presentation;
B. an electronic or technology based medium, including self-review modules available on an online system;

This training shall count toward the requirements for professional development required by the Board.

The Superintendent shall require the Benefits Department to maintain a record of all employees, who are required to participate in this training program, stating the school year in which required training was completed and when the next training is due.

Student Training on Child Abuse and Child Sexual Abuse

The Superintendent shall ensure that age-appropriate and research and evidence-based instruction on child abuse and child sexual abuse is provided to students in Kindergarten through Grade 12 not later than December 15, 2018, and annually thereafter. The Superintendent shall require this instruction be delivered by a school safety specialist, school counselor, or any person with training and expertise in the area of child abuse and child sexual abuse.

CORPORATION

1. BREAK-IN OR ROBBERY AT SCHOOL

If you discover a break-in or robbery at your school:

A. Call the principal of your school.
B. Call the Indiana State Police, Madison County Sheriff, or Pendleton Police Department.
C. Notify the Business Manager in the Superintendent's Office.
D. Inventory losses and record clean-up time.

2. ACCIDENT IN SCHOOL OWNED VEHICLE

(See Appendix J Transportation Accident Procedure.)

If you are involved in an accident with a school owned or leased tractor, car, truck, or bus:

A. Call the State Police, County Sheriff, or Pendleton Police Department.
B. Show your driver's license to the police and the other party.
C. Give the name of your insurance agent (USI Insurance Services, Phone 778-2525) to the other party and to the police. Also, obtain the same information from the other party.
D. Obtain the names and addresses of all witnesses and the other party.
E. Give the story of the accident only to the police. Do not admit guilt or assign blame. Admit only to the facts — They will speak for themselves.
F. Do not sign or give any other statement without the permission of the insurance agent or his representative.
G. Render help to anyone injured and secure their names if possible.
H. Obtain X-rays or check-up for yourself if you have any doubts about your own condition.
I. Notify the principal and the Business Manager as soon as possible.

3. ACCIDENTS

When an accident occurs:

A. Notify the central office immediately and send accident reports (See Appendix J) to the central office. There are time constraints.
B. To prepare the accident report:
   (1) Be as detailed as possible.
   (2) Note any witnesses to the accident.
   (3) Note any evidence of injury.
   (4) Note what was done to and for any victims.
C. Give no statements to any third party until the insurance carrier has been consulted.
D. Advise anyone injured to notify his/her own insurance carrier of the accident.
E. If the first notice of injury is a summons or lawsuit, notify your building principal and the Business Manager immediately.

4. USE OF SCHOOL FACILITIES

Each building, including equipment, is assigned to each building principal. The building is, therefore, the responsibility of the

principal.

(A) Other than during regular school time, permission must be secured from the principal when the building is to be used or occupied by a teacher or by teacher-sponsored student or adult groups other than pre-scheduled athletic or band practices.

(B) Should any teacher or teacher-sponsored groups need to use the building or facilities at any time other than during the regular school day or for regularly scheduled use, a Request for Use of Facility form (Appendix L) must be completed, contract signed and arrangements must be made with the principal for entrance and usage of the building.

(C) No independent teams or individual may use the high school, middle, or elementary gymnasiums for practice or play without the principal's approval and a completed Request for Use of Facility form and contract must be on file.

(D) No Sunday use of the school facilities including the gymnasium is permitted without permission of the principal and the superintendent.

(E) Teachers should not loan keys or give security code information to student or adult groups. Groups needing access to buildings after school hours must make arrangements with the building principal for access.

(F) Outside adult organizations, **formed solely to support school activities**, may be permitted to use the building. A Request for Use of Facility form and a signed contract must be on file prior to the use of the facility.

5. PURCHASES TO BE PAID FOR BY THE SCHOOL CORPORATION

A. **Regular purchases**

(1) Fill out a "Request to Purchase" (Appendix M) and give it to the principal.
(2) The principal will keep one copy and send the "Request" to the Supt.'s Office.
(3) The superintendent or designee will approve or disapprove.
(4) The Superintendent's Office will issue a "Purchase Order" and order the item or send the PO back for the teacher to purchase.
(5) The blue and green copies of the Purchase Order will be returned to the principal.
(6) When the ordered item is received, the Superintendent's Office will request the blue copy plus an additional yellow copy, both of which need to be signed by the person placing the order.

B. **Reimbursements**

If in an emergency situation an individual teacher must make a purchase and the teacher is unable to charge the material to the school, **an itemized receipt must be provided in order to receive reimbursement**. While every effort will be made to reimburse employees for all legitimate expenses incurred, the district cannot commit to reimbursing purchases without prior approval. The Superintendent's Office **cannot** reimburse for sales tax.

6. EQUIPMENT BROUGHT TO SCHOOL FOR REPAIRS

All equipment brought to the school for repairs, such as in the shop, must include a signed "Waiver and Release" form. (See "Waiver and Release Form" in this handbook – Appendix N.) SMCSC is not responsible for damage to personal equipment.

7. DRIVING

Do not lend your auto to a student. (You are legally liable in case of an accident.)

8. SALESPERSONS

A. During school hours, all salespersons must have the permission of the principal to talk to teachers.
B. Salespersons who call regularly should do so during the teacher's conference period.

9. PUBLICITY

All publicity must pass through the principal. (The superintendent desires that you leave a copy for him with the principal.) The school newspaper is considered publicity. The newspaper sponsor is responsible for its contents.

10. DRIVER TRAINING CAR

The driver training car will be used only by the driver training instructor for driver training purposes.

11. E.C.A. FUNDS

A. Each E.C.A. fund will have a bonded treasurer.
B. E.C.A. funds will be spent only by the permission of the principal.
C. No E.C.A. fund account will be overdrawn **at any time**. There is no legal authority to do this. If you do so, you are assuming personal responsibility.
D. All bills will be paid promptly with an **itemized invoice** to substantiate each purchase.
E. The sponsor is responsible to see that activity funds are turned in **each day** as received.

12. ECA SUPERVISION

ECA sponsors are responsible for supervision of all students participating in their program. No student shall be left unsupervised at any time. Sponsors must remain with students until all have been picked up or left the grounds.

13. SEXUAL HARASSMENT

The South Madison Community School Corporation will maintain a learning and working environment that is free from sexual harassment. It will be a violation of **Anti-Harassment Policy 3362** (see Appendix O) for any member of the district's staff to harass another staff member or student, or for any student to harass a staff member or another student, through conduct or communications of a sexual nature.

14. SMOKING

Tobacco Use Prevention [Policy 3215]

The School Board recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

For purposes of this policy, " tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette and any other smoking product: spit tobacco, also known as smokeless, dip, chew, nicotine pouch and snuff, in any form; and all electronic nicotine delivery systems (ENDS) such as e-cigarettes and vape and hookah pens.

The use of tobacco products poses health issues for the user and second-hand smoke is a threat to the personal health of others. In addition, nicotine is a powerfully addictive substance and the use of tobacco products could lead to nicotine addiction.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board cannot, even by indirection, condone the use of tobacco, the Board prohibits the use of tobacco by professional staff members at all times within any facility owned or leased or contracted for by the Board. Such prohibition also applies on school grounds, in all vehicles owned or operated by the Board, including, but not limited to, school buses, special purpose buses, vans, trucks, and cars and at any school-related event.

Employees who violate this policy shall be subject to disciplinary action in accordance with the applicable policies of the Board..

15. **REBATE/REFUNDS/SCRAPE METAL**

All scrap material is the property of SMCSC.

All sales of scrap metal and redemption of rebates or refunds are the property of SMCSC.

TRANSPORTATION BY PRIVATE VEHICLE
(Policy 8660)

The School Board authorizes the transportation by private vehicle of students of the Corporation.

Any such transportation must be approved in advance and in writing by the Director of Transportation in accordance with the Superintendent's administrative guidelines.

The parent of the participating student will be given, on request, the name of the driver and the description of the vehicle.

Persons approved for the transportation of students in a private vehicle shall be an employee of this Board, a parent of a student enrolled in this Corporation, and the holder of a currently valid license to operate a motor vehicle in the State of Indiana.

No person shall be permitted to transport students who is not the holder of automobile liability and personal injury insurance in the amount not less than $100,000 per person and $300,000 each accident for Bodily Injury and $100,000 each accident for Property Damage. A single limit of $300,000 for Bodily Injury and Property Damage combined is also permissible. The Board may withdraw the authorization of any private vehicle driver.

Any private vehicle used for the transportation of students must be owned by the approved driver or the spouse of the approved driver and must conform to registration requirements of the State.

The responsibility of professional staff members for the discipline and control of students will extend to their transportation of students in a private vehicle. Drivers who are not professional staff members are requested to report student misconduct to the principal.

Expenses incurred by drivers of private vehicles in the course of transporting students will be reimbursed by the Board at the approved mileage rate and upon presentation of evidence of costs for tolls and parking fees.

COACHING REGULATIONS

The highest potential of sports is achieved when coaches consciously live by the code of conduct and set a positive example for their athletes to follow.

1. All coaching staff are required to sign the SMCSC Code of Conduct for Coaches. (Appendix P)

2. The principal will be responsible for the general conduct of the athletic program. He will, in consultation with the athletic director, schedule all contests, hire all officials, and arrange for all transportation. Athletic directors may be appointed to assist the principal in these duties. The athletic director has only such authority as may be delegated by the principal. The responsibility for the program resides with the principal.

3. It is expected that a high degree of cooperation will exist among the principal, athletic director, and the coaches, between the coaches themselves, and with the rest of the faculty. Ideally, coaches will encourage participation by their players in as many different sports as possible.
4. All coaches are expected to assist each other whenever possible. Coaches should do their share to promote a total athletic program.
5. The head coach and/or assistant coach will personally supervise all practices and contests. Coaches must supervise their area and athletes until they leave the building. No student is to be left unsupervised at any time.
6. Every sport is considered by the school to be an important part of the athletic program. Each coach is expected to take each sport seriously and to put forth the effort required to compete in and to upgrade that sport.
7. A coach's classroom work is his/her most important responsibility.
8. In as much as the athletic program needs the support of all the faculty, it is hoped that the coaches will support the other E.C.A.'s.
9. All coaches' offices, shower rooms, dressing rooms, and storage rooms are to be kept clean and orderly at all times, including the summer.

FIRST AID REGULATIONS

1. **GENERAL DIRECTIVES FOR ILLNESS AND INJURY**
   Any child injured or ill on school property during school hours will be given emergency treatment or first aid care by the nurse as needed. Emergency first aid treatment should be rendered by teachers and other school personnel if the school nurse is not available. In all cases the persons administering treatment should follow the first aid guide provided by the school.
2. **DISPOSITION OF MINOR ILLNESS OR MINOR INJURY**
   A. If the injury or illness is minor, it may be appropriate to retain the child in school for the remainder of the day.
   B. If a child requires medical attention, the parent/guardian will be notified by the school. In the event that a delay is judged to be potentially detrimental to the child's welfare, and if a parent/guardian, or other designated person, cannot be reached, the child will be taken to the doctor or hospital emergency room designated on the emergency card.
   C. In non-emergency cases where the child cannot attend class, efforts will be made to reach the parents/guardians or other responsible adults in the home. If efforts to teach the parent or other designated adult are not successful, the child will be kept in school under observation.
3. **DISPOSITION OF MAJOR ILLNESS OR MAJOR INJURY CASES**
   A. If, in the judgment of the principal, nurse, or other designated employee, the injury or illness is serious enough to require hospitalization, the child should be transported immediately by emergency vehicle, ambulance, or private vehicle. In case of a critical emergency, where immediate life-saving help is needed the emergency squad, or other appropriate agency, will be called. The school is to notify the parent/s guardians after calling for emergency assistance. If at all possible, send the emergency card with the child.
   B. The school should be prepared to give to the police, firemen, or other rescue officials written information indicating the child's name, parents' names, telephone number, and home address.
   C. The school will obtain information about the destination or hospital to which the child is taken.
   D. The principal will contact the parents/guardians.
   E. If there is no telephone, an adult messenger from the school will go directly to the home to notify a parent/guardian.
4. **TRANSPORTATION**
   A. No sick or injured child will be transported to his home and left alone. The child must be left in the care of a responsible adult.
   B. Providing for transportation and adult supervision is the responsibility of parents/guardians who, in the event that they themselves may be unavailable, will provide for transportation and supervision by a responsible adult. Transportation of the child by school personnel will be provided as a last resort.
5. **RECORDING EMERGENCY TREATMENT**
   Anyone giving emergency first aid to a pupil will briefly record the treatment on the accident form provided in each school.

STAFF SAFETY TRAINING AND HEALTH PRECAUTIONS FOR COMMUNICABLE DISEASES
(per Policy 8453.01)

1. General

It shall be the policy of the South Madison Community School Corporation to provide simple and effective precautions against transmission of disease in the school environment and comply with Indiana Code 16-10-7. Each employee shall receive training and access to the necessary equipment to prevent transmission of communicable diseases. Each employee is required by law and SMCSC policy to complete Safe Schools training annually or for new employees within 30 days after hire. If needed SMCSC will provide access to the necessary computer equipment upon request.

2. Definition of "Potentially At Risk Situations" for Exposure to Infectious Body Fluids in the School Setting.
   A. Defining the Problem
      1. The body fluids of all persons must be considered potentially infectious with any exposure possibly resulting in the transmission of disease.
      2. The term "body fluid" includes blood, semen, urine, feces, vomitus, saliva, nasal drainage, sputum, and serious drainage from openings of the body.
      3. Exposure to a potentially infectious body fluid is defined as non-intact skin, eye, mouth, mucous membrane, or parenteral contact with the body fluids of another person.
      4. Direct contact with the body fluids of another person must be avoided when possible in the school setting.
      5. Only staff members with assigned job descriptions should provide care of students or staff members requiring first aid and disposing of infectious body fluids.
   B. Potential situations "At Risk" for Exposure to Body Fluids
      1. Giving first aid to staff members or students.
      2. Cleaning and disposing of infectious waste materials.
      3. Giving injections.
      4. Cleaning up broken glass.
      5. Assisting handicap students with toilet tasks.
      6. Emptying trash containers.
      7. Cleaning up body spills (vomitus, blood, mucus).
      8. Wound care.
   C. Exposure Determination
      1. All staff members who reasonably anticipate frequent or regular contact with potentially infectious materials through performance or assigned job tasks are at risk for occupational exposure.
      2. Staff members who are frequently exposed to potentially infectious materials are:
         a. School Nurses
      3. Staff members who are exposed to potentially infectious materials some of the time through assigned work tasks are:
         a. Custodians
         b. Special Education Bus Drivers and Special Ed. Aides
         c. Athletic Trainer
3. Preventative Measures
   A. Use of Universal Precautions
      1. The body fluids of all persons are to be considered potentially infectious; thus, universal precautions will be used by all staff.
      2. Universal precautions information will be displayed in key areas in every school building.
   B. Proper Hand Washing
      1. Proper hand washing is the single most effective way to prevent the spread of most diseases.
      2. Proper hand washing technique will be used by all staff members after protected or unprotected contact with the body fluid of others.
      3. All staff members and students will have hand washing facilities and supplies readily available to them.
   C. Personal Protective Equipment
      1. All staff members will be provided with disposable, non-porous gloves and disinfectant to be used to handle an emergency body fluid spill.
      2. Non-permeable gowns, gloves, masks, and eye protection will be provided for the custodians and nurses assigned to clean up large blood spills.
   D. Removal of Potentially Infectious Materials
      1. All public areas in the schools will be thoroughly cleaned on a methodical schedule.
      2. Approved agents that kill infectious microorganisms will be used.
      3. Mechanical means will be provided to clean up materials potentially contaminated with infectious waste to avoid skill contact; i.e., by dustpan and brush, tongs, forceps.
      4. All waste containers will be lined with non-permeable disposable liners.

5. All materials with bio hazardous waste (dripping with blood or blood products) will be double bagged in a declared biohazard waste bag, labeled, and property disposed.

E. Personnel Accountable for Care of Infectious Waste
1. In an attempt to limit the number of staff members exposed to body spills, only custodial staff will be responsible to clean up all body spills except in an extreme emergency where time is of the essence.
2. In an attempt to limit the number of staff members who could be exposed to infectious body fluids, only the school nurse will give first aid and care to sick students.
3. Students should be instructed how to care for their own cuts and nose bleeds whenever possible.

4. Staff Education

A. All employees will receive comprehensive information about safety in the workplace during work hours to include the following topics:
1. Explanation on the OSHA regulations on blood borne pathogens;
2. A general explanation of the epidemiology, symptoms, and modes of transmission of blood borne pathogens;
3. An explanation of the SMCSC Infection Control Plan and how to obtain a copy;
4. An explanation of tasks that may lead to exposure of potentially infectious materials;
5. An explanation of methods that will prevent or reduce exposure to potentially infectious materials;
6. Information of personal protective equipment (location, use, removal);
7. Information on the Hepatitis B vaccine (efficacy, safety, method administration, benefits);
8. Appropriate actions to take and who to contact in an emergency involving blood or other potentially infectious materials;
9. An explanation of the procedure to follow if an exposure incident occurs (method of reporting, who will investigate, and the medical follow-up and post exposure evaluation);
10. An explanation of the signs, labels, and color-coding of bio hazardous waste materials.

B. All staff members will have annual training to update new information and regulations concerning safety in the workplace.

C. Any staff member who has a change in job tasks that increases the possibility of being exposed to infectious materials will be re-trained on universal precautions and the use of personal protective equipment.

D. Training records will be kept for three years to include the name and job title of those attending, an outline of the presentation, the name and qualification of the presenters, and the date of the presentations.

5. Exposure Incident

A. Definition of an exposure to potentially infectious materials:
Exposure means any non-intact skin, eye, mouth, mucous membrane or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's assigned duties.

B. Procedure for Reporting an Exposure Incident
1. An exposure to potentially infectious materials must be reported as soon as possible (within 24 hours) to the building principal or administrator in charge.
2. The employee who was exposed to the potentially infectious material must complete a written statement that includes the following information:
a. Name and social security number of the employee
b. Date, time, and location of the exposure
c. Source of the exposure
d. Description of how the incident occurred
e. Witnesses to the exposure, if any
3. This report is to be forwarded to the Superintendent or his designee immediately who will conduct a potential exposure investigation.
4. If the incident is determined to be an exposure to an infectious material, the school corporation will offer a confidential medical evaluation to the employee at no cost to the employee.
5. The medical examiner that performs this evaluation will provide a confidential medical evaluation to the employee at no cost to the employee.
6. The corporation must obtain a copy of the medical examiner's report and give it to the employee within fifteen working days after the evaluation has been made.

C. Post Evaluation Follow-up
1. The school corporation will provide appropriate medical treatment of any illness or injury from a work exposure to blood borne pathogens at no cost to the employee based on the recommendation of the medical examiner.
2. The corporation will provide a confidential follow-up evaluation at no cost to the employee.

6. Hepatitis Vaccination Program

A. Employees who have been determined by their corporation to be at risk for a blood exposure because of assigned job responsibilities will be offered the Hepatitis series at no cost to the employee.

1. The vaccine is to be offered to the employee after he/she receives training and within ten (10) days of job assignment.
2. The only exceptions to receiving the vaccination series are: (a) if the employee has received the series, (b) antibody tests show the employee is immune, or (c) medical reasons prevent the employee from receiving the vaccine.

B. The employee may decline to have the vaccine by signing a statement of declination. This statement will be kept in the employee's confidential health file. An employee who initially declines to have the vaccination may decide to have it at a later date at no cost.

7. Administration of the Infection Control Plan

A. Annual Review and Revision of the Infection Control
1. The school corporation will review the policy each August.
2. Any changes in state or federal regulations that pertain to infection control in the workplace will result in revision to the IFC policy.

B. Annual Training of Staff
1. The school corporation will provide annual staff training concerning infection control in the workplace.
2. The training will be provided by a knowledgeable presenter.
3. Documentation of these training sessions and who attended will be kept for three years in the Superintendent's Office.

C. Documentation of Exposure Incidents
1. All exposure incidents will be kept in a confidential file in the Superintendent's Office.
2. The school corporation will keep a confidential medical file of each employee with an occupational exposure to include the following:
   a. HIV vaccination status, dates of vaccine, any medical records pertaining to the employee's ability to receive the vaccination;
   b. copy of all medical examines, tests, and follow-up procedures;
   c. copy of information given to healthcare professional after an exposure incident.
3. These confidential medical records will be kept on file and not released, disclosed, or reported to anyone within or outside the school corporation without the written consent of the employee.
4. These records will be kept on file the length of each employee's employment plus thirty years.

8. Sanctions

If an employee fails to use universal precautions or fails to attend the training sessions, and such failure is substantiated by administrative review, the employee shall be subject to appropriate disciplinary action, including verbal or written reprimand and dismissal consistent with applicable statutory and contractual obligations.

AIDS PRECAUTIONS IN A SCHOOL SETTING:

1. All contact with body fluids must be considered as potentially infectious.
2. Latex gloves must be worn by all staff members coming in contact with blood and other body fluids from another person from scrapes, cuts, nosebleeds, vomits.
3. Latex gloves and approved disinfectant must be used by any staff member who cleans a body fluid spill.
4. In unanticipated skin contact with body fluids where gloves may not be immediately available, the affected skin surfaces must be washed with soap and water for ten seconds as soon as possible.

INFECTION CONTROL IN THE SCHOOL

The following information is meant to provide simple and effective precautions to prevent the spread of disease in the school setting.

PERSONAL PROTECTIVE EQUIPMENT

Staff members will be required to wear personal protective equipment, including but not limited to face coverings, during certain times based on the district plan designed to manage the spread of COVID-19 or other community health-related concerns

GOALS OF INFECTION CONTROL IN THE SCHOOL:

1. Increase student and staff safety by teaching disease prevention.
2. Identify potentially infectious body fluids requiring barrier precautions.
3. Provide simple, effective precautionary behaviors to prevent the transmission of diseases.

DEFINING THE PROBLEM OF DISEASE TRANSMISSION IN THE SCHOOL:

1. The body fluids of all persons must be considered potentially infectious which may result in the spread of disease.
2. The term "body fluids" includes blood, semen, drainage from cuts and scrapes, feces, urine, vomitus, respiratory secretions (nasal drainage and sputum), and saliva.
3. Direct contact with the body fluids of another person must be avoided when possible in the school setting.

PREVENTING DISEASE TRANSMISSION IN THE SCHOOL:

1. Proper hand washing technique is the single most effective way to prevent the spread of most communicable diseases transmitted by normal daily contact.
2. Disposable, nonpermeable gloves must be worn by all staff who come in contact with the body fluids of another.
3. Non Permeable gloves and approved disinfectant must be used by all staff who clean a body fluid spill. All body fluid spills must be treated as potentially infectious.
4. In unanticipated skin contact with the body fluids of another, where gloves were not immediately available, the affected skin area(s) must be washed with soap and water for ten seconds as soon as possible.
5. All potentially infectious waste materials (tissues, band aids, gauze, disposable cleaning papers) must be disposed of in nonpermeable lined containers to prevent skin contact with the disposer.
6. In an attempt to limit the number of people exposed to body fluid spills, custodial and maintenance staff have been assigned these responsibilities and should be called to clean up all body fluid spills except in cases of extreme emergency where time is of the essence.

GUIDELINES FOR HANDLING BODY FLUIDS IN SCHOOLS

Recent concern about how children with AIDS should be educated has raised several questions regarding exposure of teachers and children to potentially infectious body fluids from children with communicable diseases in the school setting:

1. Does contact with body fluids present a risk of infection?
2. What should be done to avoid contact with potentially infected body fluids?
3. What should be done if direct contact with body fluids is made?
4. How should such fluids when spilled be removed from the environment?

The following guidelines are meant to provide simple and effective precautions against transmission of disease for all persons, including pregnant women, potentially exposed to the blood or body fluids of any student. No distinction is made between body fluids from students with a known disease or those from students without symptoms or with an undiagnosed disease.

<u>Does Contact With Body Fluids Present A Risk?</u>

The body fluids of all persons should be considered to contain potentially infectious agents (germs). The term “body fluids” includes: blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions (e.g. nasal discharge), and saliva. Contact with body fluids presents a risk of infection with a variety of germs. In general, however, the risk is very low and dependent on a variety of factors including the type of fluid with which contact is made and type of contact made with it.

Table 1 provides examples of particular germs that may occur in body fluids of children and the respective transmission concerns. It must be emphasized that with the exception of blood, which is normally sterile, the body fluids with which one may come in contact usually contain many organisms, some of which may cause disease. Furthermore, many germs may be carried by individuals who have no symptoms of illness. These individuals may be at various stages of infection: incubating disease, mildly infected with symptoms, or chronic carriers of certain infectious agents including the AIDS and hepatitis viruses.

In fact, transmission of communicable diseases is more likely to occur from contact with infected body fluids of unrecognized carriers than from contact with fluids from recognized individuals because simple precautions are not always carried out.

Table 1

Transmission Concerns in the School Setting

Body Fluid Source of Infectious Agents

Body Fluid Source:
Blood—cuts/ abrasions, nosebleeds, menses, contaminated needle, human bites
Organism of Concern:
Hepatitis B virus; AIDS virus; Cytomegalovirus
Transmission Concern:
Blood stream inoculation through cuts and abrasions on hands; direct flood stream inoculation
Body Fluid Source:
Respiratory Secretions—Saliva; nasal discharge
Organism of Concern:
Mononucleosis virus; common cold virus; influenza virus
Transmission Concern:
Oral inoculation from contaminated hands
Body Fluid Source:
Semen
Organism of Concern:
Hepatitis B; AIDS virus; Gonorrhea
Transmission Concern:
Sexual contact (intercourse)
Body Fluid Source:
*Feces—incontinence
Organism of Concern:
Salmonella bacteria; Shigella bacteria; Rotavirus; Hepatitis A virus

Transmission Concern:
Oral inoculation from contaminated hands
Body Fluid Source:
*Urine—incontinence
Organism of Concern:
Cytomegalovirus
Transmission Concern:
Bloodstream and oral inoculation from contaminated hands
Body Fluid Source:
*Vomitus
Organism of Concern:
Gastrointestinal viruses, (e.g., Norwalk Agent Rotavirus)
Transmission Concern:
Oral inoculation from contaminated hands

* Possible transmission of AIDS and Hepatitis B is of little concern from these sources. There is no evidence at this time to suggest that the AIDS virus is present in these fluids.

What Should Be Done to Avoid Contact With Body Fluids?

When possible, direct skin contact with body fluids should be avoided. Disposable gloves should be available in at least the office of the custodian, nurse, or principal. Gloves are recommended when direct hand contact with body fluids is anticipated (e.g., treating bloody noses, handling clothes soiled by incontinence, cleaning small spills by hand). If extensive contact is made with body fluids, hands should be washed afterwards. Gloves used for this purpose should be put in a plastic bag or lined trash can, secured, and disposed of daily.

What Should Be Done if Direct Skin Contact Occurs?

In many instances, unanticipated skin contact with body fluids may occur in situations where gloves may be immediately unavailable (e.g., when wiping a runny nose, applying pressure to a bleeding injury outside the classroom, helping a child in the bathroom). In these instances, hands and other affected skin areas of all exposed persons should be routinely washed with soap and water after direct contact has ceased. Clothing and other non disposable items (e.g., towels used to wipe up body fluid) that are soaked through with body fluids should be rinsed and placed in plastic bags. If presoaking is required to remove stains (e.g., blood, feces), use gloves to rinse or soak the item in cold water prior to bagging. Clothing should be sent home for washing with appropriate directions to parents/teachers. Contaminated disposable items (e.g., tissues, paper towels, diapers) should be handled as with disposable gloves.

How Should Spilled Body Fluids Be Removed From the Environment?

Most schools have standard procedures already in place for removing body fluids (e.g., vomitus). These procedures should be reviewed to determine whether appropriate cleaning and disinfection steps have been included. Many schools stock sanitary absorbent agents specifically intended for cleaning body fluid spills (e.g., ZGOOP, Parsen Mfg. Co., Philadelphia, PA). Disposable gloves should be worn when using these agents. The dry material is applied to the area, left for a few minutes to absorb the fluid, and then vacuumed or swept up. The vacuum bag or sweepings should be disposed of in a plastic bag. Broom and dustpan should be rinsed in a disinfectant. No special handling is required for vacuuming equipment.

Hand washing Procedures

Proper hand washing requires the use of soap and water and vigorous washing under a stream of running water for approximately 10 seconds.

Soap suspends easily removable soil and microorganisms allowing them to be washed off. Running water is necessary to carry away dirt and debris. Rinse under running water. Use paper towels to thoroughly dry hands.

Disinfectants

An intermediate level disinfectant should be used to clean surfaces contaminated with body fluids. Such disinfectants will kill vegetative bacteria, fungi, tubercle bacillus and viruses. The disinfectant should be registered by the U.S. Environmental Protection Agency (EPA) for use as a disinfectant in medical facilities and hospitals.

Various classes of disinfectants are listed below. Hypochlorite solution (bleach) is preferred for objects that may be put in the mouth.

1. Ethyl or isopropyl alcohol (70%).
2. Phenolic germicidal detergent in a 1% aqueous solution (e.g. Lysol*).
3. Sodium Hypochlorite with at least 100 ppm available chlorine (1/2 cup household bleach in one (1) gallon water) needs to be freshly prepared each time it is used.
4. Quaternary ammonium germicidal detergent in 2% aqueous solution (e.g., Tri-Quat*, Mytar*, or Sage*).
5. Iodophor germicidal detergent with 500 ppm available iodine (e.g, Wescodyne*).

Disinfection of Hard Surfaces and Care of Equipment

After removing the soil, a disinfectant is applied. Mops should be soaked in the disinfectant after use and rinsed thoroughly or washed in a hot water cycle before rinse. Disposable cleaning equipment and water should be placed in a toilet or plastic bag as

appropriate. Non-disposable cleaning equipment (dust pans, buckets) should be thoroughly rinsed in the disinfectant. The disinfectant solution should be promptly disposed of down a drain pipe. Remove gloves and discard in appropriate receptacles.

Disinfection of Rugs

Apply sanitary absorbent agent, let dry and vacuum. If necessary, mechanically remove with a dustpan and broom, then apply rug shampoo (a germicidal detergent) with a brush and re-vacuum. Rinse the dustpan and broom in disinfectant. If necessary, wash the broom with soap and water. Dispose of non reusable cleaning equipment as noted above.

Laundry Instructions for Clothing Soiled with Body Fluids

The most important factor in laundering clothing contaminated in the school setting is elimination of potentially infectious agents by soap and water. Addition of bleach will further reduce the number of potentially infectious agents. Clothing soaked with body fluids should be washed separately from other items. Presoaking may be required for heavily soiled clothing. Otherwise, wash and dry as usual. If the material is bleachable, add 1/2 cup household bleach to the wash cycle. If material is not colorfast, add 1/2 cup non clorox bleach (e.g., Clorox II, Borateem) to the wash cycle.

GUIDELINES FOR HANDLING BODY FLUIDS IN SCHOOLS was prepared by Elaine Brainerd, M.A., R.N., State Department of Education, in consultation with James Hadler, M.D., MPH Chief, Epidemiology Section, and Patricia Checko, MPH, Epidemiology Program, Connecticut State Department of Health Services. December 1984.

* Brand names used only for examples of each type of germicidal solution and should not be considered an endorsement of a specific product.

CHEMICAL MANAGEMENT AND PREPAREDNESS FOR TOXIC HAZARD AND ASBESTOS HAZARD POLICY 8431

The School Board is concerned for the safety of the students and staff members and will attempt to comply with all Federal and State statutes and regulations to protect them from hazards that may result from exposure to toxic chemicals used in the classroom as a part of an instructional program, as well as toxic chemicals used for cleaning or maintenance or from the presence of asbestos materials used in previous construction.

CHEMICAL MANAGEMENT/TOXIC HAZARDS

In order to reduce student and staff exposure to chemical hazards used or kept at the school corporation facilities, the Superintendent will be responsible for developing and implementing a plan for minimizing exposure to these toxic hazards. These hazards exist in chemicals and other substances used in the school setting such as in laboratories, science classrooms, kitchens, school grounds, buses, and in the cleaning of rooms and equipment.

The Board will appoint an employee to serve as the Toxic Hazard Preparedness (THP) Officer who shall oversee the implementation of the Corporation's Chemical Management/Toxic Hazards Plan. The plan may include:

A. provisions to ensure when chemicals are used during a class, such as but not limited to chemistry, biology, or industrial technology, appropriate ventilation in proper working order must be used to minimize potential exposure to these chemicals (either the National Institute for Occupational Safety and Health (NIOSH) or the Occupational Safety and Health Administration (OSHA) guidelines for evaluating student exposure must be used);

B. identification of potential sources of toxic hazard in cooperation with material suppliers who shall supply the THP Officer with material safety data sheets (MSDs) which provide directions for proper use of materials which shall be followed by all Corporation employees in using said materials;

C. a storage protocol which provides for safe storage and ensures that all incoming materials, including portable containers, are properly labeled with the identity of the chemical, the hazard warning, and the name and address of the manufacturer or responsible party;
   1. details the methods used to inform staff and students of the hazards;
   2. describes the methods used to inform contractors and their employees of any hazardous substances to which they may be exposed and of any corrective measures to be employed;

D. a training program for all Corporation employees to include such topics as detection of hazards, explanation of the health hazards to which they could be exposed in their work environment, and the Corporation's plan for communication, labeling, etc.

E. a disposal procedure which adheres to State environmental protection guidelines;

F. a protocol which addresses actions to be taken in the event of a spill of toxic chemicals or other potential accidents.

In fulfilling these responsibilities, the THP Officer may enlist the aid of county and municipal authorities and, if possible, the owners or operators of identified potential sources of toxic hazard.

PHASE-OUT/BANNED PRODUCTS

The Superintendent shall require that any chemicals, insecticides, or other materials that the Federal government is phasing out and/or banning by a certain date be immediately banned from use on Board property.

ASBESTOS

In its efforts to comply with Asbestos Hazard Emergency Response Act (AHERA), the Board recognizes its responsibility to:

A. inspect all Corporation buildings for the existence of asbestos or asbestos-containing materials;
B. take appropriate actions based on the inspections;
C. establish a program for dealing with friable asbestos, if found;
D. maintain a program of periodic surveillance and inspection of facilities or equipment containing asbestos;
E. comply with EPA regulations governing the transportation and disposal of asbestos and asbestos-containing materials.

The Superintendent shall appoint a person to develop and implement the Corporation's Asbestos-Management Program which will ensure proper compliance with Federal and State laws and the appropriate instruction of staff and students.

The Superintendent shall also ensure that, when conducting asbestos abatement projects, each contractor employed by the Corporation is licensed pursuant to the Asbestos Abatement Contractors Licensing Act.

Nothing in this policy should be construed in any way as an assumption of liability by the Board for any death, injury, or illness that is the consequence of an accident or equipment failure or negligent or deliberate act beyond the control of the Board or its officers and employees.

INDOOR AIR QUALITY (IAQ) POLICY 8405

The Superintendent shall appoint a person to serve as the Indoor Air Quality (IAQ) Coordinator for the school corporation. The IAQ Coordinator shall serve as the lead contact person for matters related to indoor air quality in the facilities operated by the school corporation.

IAQ Coordinator: Kyle Mealy, Chief Financial Officer
Telephone: 765-778-2152
Address: 203 S. Heritage Way
Pendleton, IN 46064

Policy 8405: Environmental Health and Safety Issues - Indoor Air Quality, Animals in the Classroom, and Idling Vehicles on School Property can be found in its entirety at www.smcsc.com under School Board/Policy & Bylaws

IDOE REQUIRED SCHOOL EMPLOYEE TRAINING

Indiana required training for school employees:

- Bloodborne Pathogen per 29 CFR 1910.1030(g)(2), annually
- Bullying Prevention per I.C. 20-33-8-13.5,all school employees & volunteers
- Dyslexia per I.C. 20-35.5, professional awareness information (I.C.20-35.5-7-1), initial employment
- Internal Controls per I.C. 5-11-1-27 any employee who receives, processes, deposits, disburses or otherwise has access to funds, annually
- Training for Staff and Testing Security and Integrity Agreement and Indiana Assessment, Policies, Administration and Security Manual per 511 I.A.C.5-5-5, all school employees, except bus drivers, annually

Indiana required training for license renewal for certified school employees:

- Child Abuse and Neglect per I.C. 20-28-3-4.5, duty to report and recognizing possible signs upon initial license and rewewal (minimum 24 min.), as well as non-licensed staff with ongoing contact with students, at least once every 2 years
- Cardiopulmonary Resuscitation (CPR) per I.C. 20-28-5.5-1(b), Initial Practitioner license; upon license renewal application.

Indiana required training for specific groups of school employees:

- Sudden Cardiac Arrest Training per I.C.20-34-8-9, all sports and cheerleading coaches and marching band leaders and every two years thereafter
- Homeless Children and Youths per SEA 127, annually
- School Safety Specialist, I.C. 10-21-1-13, annually
- Concussion per I.C. 20-34-7-6 and I.C. 20-34-7-7, all sports and cheerleading coaches, initially, before coaching than every two years
- Heat Preparedness per I.C. 20-34-7-7, before coaching an athletic activity, including cheerleading, and every two years thereafter
- Lock Out/Tag Out per 29 C.F.R. 1910.147, affected employees
- Seclusion and Restraints per I.C. 20-20-40-13(J), appropriate employees, recurrent

In addition to the Indiana requirements, SMCSC Board policy requires training on various policies (e.g., mandatory reporter). To offer flexible scheduling, South Madison provides online training alongside key policies in the Teacher and Staff handbooks that employees must review and acknowledge

EMERGENCY PLANS —OPENING AND CLOSING SCHOOL

The following plans will be announced over radio stations WEEM, WHBU/WERK/WHIT, WFMS, 93.1 FM, WBSB and WQME and TV stations WRTV Channel 6, WISH Channel 8, WTHR Channel 13, and WXIN Fox 59. Parents/guardians may sign up for personal Messenger Calling system alerts (telephone, text message, email) in the Parent Portal of PowerSchool. Also, follow us on Facebook (South Madison Community School Corporation) or Twitter (@CO_Arabians) for school district alerts.

A. All the schools in the South Madison Community School district will not be in session.
B. A particular school will not be in session.
C. Buses will pick up students one hour **later** than usual. School will begin one hour **later** than usual.
D. Buses will pick up students two hours **later** than usual. School will begin two hours **later** than usual.
E. Schools will close two hours **earlier** than usual. Buses will deliver students to their homes two hours **earlier** than usual.
F. Schools will close one hour **earlier** than usual. Buses will deliver students to their homes one hour **earlier** than usual.

1. If you are in doubt about school, listen to the radio or check with your supervisor or principal.
2. Please do not call the superintendent except as a last resort as he will be trying to notify the news stations or principals.
3. If school is closed for conditions other than weather, teachers should report to school, or call the principal if in doubt.

APPENDIX

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FAMILY AND MEDICAL LEAVE OF ABSENCE ("FMLA") POLICY 3430.01

In accordance with Federal law, the School Board shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible professional staff members for the following reasons:

A-1. the birth of a child and/or the care of a newborn child within one (1) year of child's birth;

B-1. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival

C-1. the staff member is needed to care for a spouse, son, daughter, or parent if such individual has a serious health condition; or

D-1. the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

Employee Entitlement to Service Member FMLA

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

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

B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by; 1) a physical or mental condition with a VA service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Programs of Comprehensive Assistance for Family Care Givers.

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

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

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

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

Twelve (12) month period is defined as the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e. the "leave year" is specific to each individual staff member).

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

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

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

B. continuing treatment by a healthcare provider, including:

1. a period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves either in-person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity, absent extenuating circumstances beyond the employee's control, or in-person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider; The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.
2. any incapacity due to pregnancy or for prenatal care;
3. any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
5. any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

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

Intermittent and Reduced Schedule Leave
The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced schedule for the birth, adoption, or foster care placement of a child (see A-1 or B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition (see C-1 and D-1 on page one). Service Member Family Leave may also be taken on an intermittent or reduced-leave schedule when medically necessary.

The taking of such leave results in the total reduction of the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken.

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

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

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

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

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

Substitution of Paid Leave
The staff member may request to substitute (i.e. run concurrently) any of his/her earned or accrued paid leave (e.g. sick leave, personal leave, vacation leave, family leave) (per the applicable collective bargaining agreement) for unpaid FMLA leave (see A-1, B-1, and A-2).
The staff member may request to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for either reason (C-1) or (D-1) on page one and (B-2) on page two.

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

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

Corporation Notice Requirement
The Superintendent will notify the staff member when the Corporation intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing and should be given within five (5) business days of the request. When verbal notice is given, it will be followed by written notice within five (5) business days. In the case of intermittent or reduced schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for the staff member's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will notify the staff member within five (5) business days that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement. The notification will indicate whether the employee is required to provide a fitness-for-duty certification to return to work.

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

Certification
When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parents, or dependent child with a serious health condition (see C-1 and D-1 on page one), or Service Member Family Leave is taken, the staff member must provide medical certification from the healthcare provider of the eligible staff member, his/her immediate family member, or the next of kin of the individual. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.

The staff member may either:

A. submit the medical certification to the Superintendent; or

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

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

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

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

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

The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or

B. direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the staff member is not FMLA leave.
A staff member who takes leave for reason (D-1) on page one, prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work.

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

Board Approved Leave

An Eligible Employee who is on leave without pay is entitled to participate for the length of the board-approved leave in any group health benefit program maintained by the public Employer for Active Eligible Employees, if the Employee pays an amount equal to the total of the Employer's and the Employee's contributions for the benefit plan. However, the Employer may pay all or part of the Employer's contribution for the coverage.

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

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

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

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

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

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

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

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

The approval, denial and administration of leave under this policy will be governed by the Family Medical Leave Act of 1993, as amended, and its published regulations, as applied and interpreted by the Superintendent
29 U.S.C. 2601 et seq.
29 C.F.R. Part 825
P.L. 110-181, Sec. 585 – National Defense Authorization Act (January 28, 2008)
P.L. 111-84, Sec. 565 - National Defense Authorization Act (October 28, 2009)

TEACHER EVALUATION

South Madison Community School Corporation administration and South Madison Community Teacher Association members joined to design an evaluation system that meets and exceeds the requirements of the Indiana legislation (IC 20-28-11.5), The process was designed not only to evaluate but support effective teaching. The system was designed through reflective conversation, input from stakeholders, and regards to best practices of teaching and learning. Key researcher evidence from the field of education was considered in the development of the rubrics, protocols, and processes. The system was aligned with the SMCSC Strategic Plan and upholds the beliefs of the community of teachers and administrators of SMCSC Strategic Plan and upholds the beliefs of the community of teachers and administrators of SMCSC. The SMCSC Teacher Evaluation Guidebook provides a detailed explanation of the plan along with supporting documents. Following state law, IDOE guidance, and best practices in teaching and learning, the plan includes the following aspects:

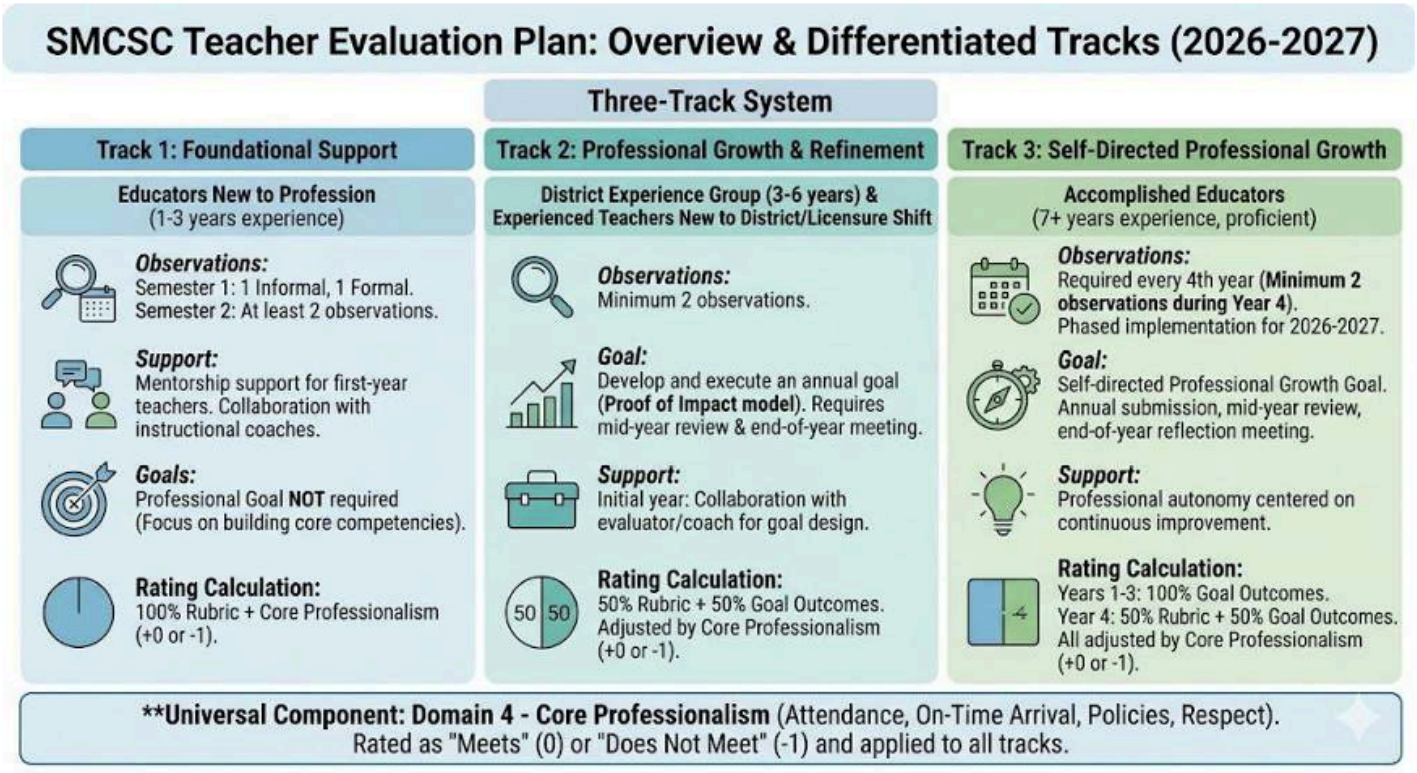
Every certified employee will receive an evaluation annually.

Observations and other performance indicators incorporate rigorous measures of effectiveness through the Teacher Effectiveness Rubric

Evaluators must explain any recommendations for improvement and the time in which improvement is expected.

The plan includes detailed information on the Plan of Assistance for a teacher who is struggling in an area, on a domain, or the overall effectiveness rating.

For further details see the Core Teacher Evaluation Guidebook, 2026-2027 .



The tracking system layers include:

Track 1: For educators new to the profession

Track 2: For SMCSC teachers

*with more than 3 years but less than 7 years experience;

*new to the district with over 6 years experience;

*who have not moved to track 3 or moved back to this track, based on their evaluation rating; and,

*who have shifted careers by utilizing a different license.

Track 3: For more established district teachers currently performing in the tip evaluation brackets.

A teacher may move back into Track 2 if the evaluator has concerns with one or more areas. A teacher with more than six (6) years of experience upon entering the district or substantially shifting teaching positions (e.g., elementary ed to secondary math) will be placed in Track 2 for at least one (1) year and thereafter will be moved to Track 3 at the discretion of the evaluator. Track 1 and 2 will include observations. Track 2 and 3 will include a professional goal plan. Track 3 will also include observations every fourth year.

TEACHER DISMISSAL

It is the intent of this school corporation to employ and re-employ the best qualified certified employees available based upon the recommendations of the corporation administrators. If the work of any employee is still unacceptable to the School Corporation after attempts have been made at remediation of their unsatisfactory work, the employee, upon the recommendation of the administration, will be terminated according to the laws of the State of Indiana.

TEACHER CATEGORIES

Probationary Teacher I.C.20-28-6.7.5 – A teacher who (1) serves under contract as a teacher in a public school corporation; (2) is in the teacher's first or second year of full-time teaching in a classroom; (3) has not at any time before July 1, 2012, entered into a teaching contract for further service with the school corporation shall be considered a probationary teacher..

TEACHER CONTRACT CANCELLATION PROCESS

A contract with a teacher may be canceled immediately for any of the following reasons:

(1) Immorality.
(2) Insubordination, which means a willful refusal to obey the state school laws or reasonable rules adopted for the governance of the school building or the school corporation.
(3) Repeated ineffective performance, as determined by the school corporation.
(4) Neglect of duty.
(5) A conviction of an offense listed in IC 20-28-5-8 (c)
(6) Other good or just cause.

In addition to the reasons listed above, a probationary teacher's contract may be canceled for any reasons relevant to the school corporation's interest in the manner set forth in sections 2 through 4 of IC 20-28-7.5.

As of June 30, 2012, the cancellation of teacher's contracts due to a justifiable decrease in the number of teaching positions shall be determined on the basis of performance rather than seniority. In cases where teachers are placed in the same performance category, any of the items of IC 20-28-9-1.5(b) may be considered.

By law, before a teacher is refused continuation of the teacher's contract, the principal shall notify the teacher in writing of the principal's preliminary decision, delivered to the teacher in person or through registered/certified mail. The written notice must contain reasons and notice of right to a private conference with the superintendent, if requested within five (5) days of receipt of the principal's written recommendation, if the cancellation is due to a reason other than Reduction in Force. If the reason is Reduction in Force, delivery of the initial notice must be between May 1 and July 1. The Private Conference with the Superintendent must be within ten (10) days of the teacher's request. The teacher may be accompanied by a representative. The superintendent will make a recommendation to the Board, which becomes final if the teacher does not request a conference with the Board. If requested by the teacher within five (5) days of receipt of the superintendent's written recommendation, the teacher may have a private conference with the Board. Open Door Law notice of the Board meeting in executive session is required at least forty-eight (48) hours before the meeting (excluding weekends and legal holidays). Evidence must be exchanged by the parties at least seven (7) days before the conference. Teacher is allowed to present evidence to refute the reasons for cancellation and supporting evidence presented by the school corporation. The Board will consider whether a preponderance of evidence supports the cancellation of the teacher's contract. Pending a final decision on the cancellation of a teacher's contract, the teacher may be suspended from duty. At the first public meeting of the Board following a private conference with the Board or with the superintendent (if no conference with the Board is requested), the Board may cancel a contract with a teacher by statement in the minutes of the Board. The final decision must be in writing and must be made not more than thirty (30) days after the Board receives the teacher's request for the additional private conference with the Board.

SMCSC Administrative Guideline 3142
I.C. 20-28-6-7.5(b)
I.C. 20-28
I.C. 20-28-6-8 and 7.5
I.C. 20-28-5-8(c)
I.C. 20-28-11.5

OPEN COMMUNICATION (POLICY 3112)

It will be the policy of the South Madison Community School Corporation to develop and practice reasonable and effective methods of resolving difficulties arising among all employees. The intent is to reduce potential areas of conflict and to establish and maintain recognized channels of communication between staff and administration.

The specific purposes to be served by this problem-solving procedure are:

1. to ensure that a problem is considered fairly, with all due speed, and without prejudice or reprisal to the employee;
2. to encourage employee expression regarding conditions affecting him/her;
3. to provide an orderly succession of procedures within which solutions may be pursued;
4. to build confidence in the sincerity and integrity of the problem-solving procedure as a means to establish the facts upon which the problem is based and a fair conclusion or solution is reached.

Problem-Solving Procedural Steps

Any employee may invoke this informal problem-solving procedure. No employee will discourage the use of this policy by any other employee. Likewise, no employee will be disciplined in any way as a result of the employee's use of this policy. It is recommended that discussion be initiated with the individual's immediate supervisor. In the event this is not possible, or if the employee would prefer, the problem may be initiated at the next highest level. Neither the administration nor the Board of School Trustees will consider any problem submitted on an anonymous basis and/or through a third party.

Step One

The employee shall endeavor to discuss the matter with the immediate supervisor/principal as soon as it is practical to do so.

Step Two

The employee, if not satisfied with the results of the discussion, may request and be granted an appointment with the appropriate central office administrator or superintendent.

Step Three

The employee, if not satisfied with the results of the discussion, may request and be granted a meeting with the Board of School Trustees. Any decision rendered and set forth by the Board shall be considered final and binding on the parties.

NOTE:
A separate grievance procedure is in place for the purpose of dealing with misinterpretation, misapplication, or violation of provisions in the collective bargaining agreement with certified employees. Therefore, the problem solving procedure is not intended to deal with any negotiated contract issue, nor is it intended to supplement or replace the formal grievance procedure in the negotiated contract. The problem solving procedure is simply a method by which employees may initiate a discussion on issues of his/her concern with the administration.

SOUTH MADISON COMMUNITY SCHOOL CORPORATION

PAYROLL SCHEDULE

2026-2027

August	**12**		**January**	**13**
	26			**27**
September	**7**		**February**	**10**
	23			**24**
October	**8**		**March**	**10**
	21			**24**
November	**4**		**April**	**7**
	18			**21**
December	**2**		**May**	**5**
	16			**19**
	30		**June**	**2**
				16
				30
			July	**14**
				28
			August	**11**
				25

SUMMER PAYROLL CHECKS = ALL CHECKS WILL BE MAILED TO THE ADDRESS ON FILE WITH THE PAYROLL DEPT. ALL DEPOSIT ADVICES MAY BE VIEWED AT

WWW.DOCULIVERY.COM/SMADISON

TRIP AND BUS REQUEST

Trip-Activity-Event Request Form and Transportation Activity Request are submitted online at Infofinder LE

If using internally you MUST use this link: http://10.0.5.125/InfofinderLE/login.aspx

This is the link to be used to open the web based program from home:
http://transfinder.smcsc.com/InfofinderLE/login.aspx

Form must be submitted a minimum of two weeks in advance of the scheduled activity.

MEDICATION ADMINISTRATION FORM

South Madison Community School Corporation

School Year: _____ School: _____

Name of Student: _____ Grade: _____ Teacher: _____

Name of Medication: _____

Reason for Medication: _____

Size of tablet (in mg): _____ or, if liquid (mg/tsp.): _____

Dosage (how many or how much?): _____ Time(s):_____

Start date: _____ Stop Date: _____

I hereby request and give permission to the school nurse or principal's designee to administer the above medication to my child. I understand that medication must be brought to school in the original container with a pharmacy label and student's name. I will be responsible for removing any unused medication from school.

Parent/Guardian Signature: _____ Date: _____

PERMISSION TO CARRY INHALER

_____ has been instructed in and understands the purpose and

appropriate method and frequency of use of his/her _____ inhaler.

I, _____ request that _____ be permitted

to carry the inhaler on his/her person or to keep same in his/her locker or PE locker,
as we consider him/her responsible.

I, the undersigned, absolve the school of any responsibility in safeguarding our child's inhaler.

Parent/Guardian: _____ Date: _____

Physician Signature: _____ Date: _____

TRANSPORTATION ACCIDENT PROCEDURE

PURPOSE

The safety and welfare of students shall be the first consideration pertaining to school transportation. Therefore, this policy sets out specific procedures to be followed in the event of an accident involving a school bus owned or contracted by the school corporation.

A) REPORTING

All traffic accidents, no matter how minor, must immediately be reported by the driver to the Superintendent's office. The Superintendent's office will contact the building principal of the students involved and parents of students on the bus will be contacted as soon as possible. Any accident estimated at over $1,000 or involving penetration of the bus (e.g. shattered window) or personal injury must also be reported to the appropriate police department. For accidents requiring a police report, if the driver is unable to contact the Superintendent's office, he/she will call 911 and supply all pertinent information.

In addition, a written accident report must be prepared by the driver and submitted to the Superintendent's office within 24 hours of the accident. This report shall contain, at a minimum, the following information:

1. Specific explanation of what happened and the vehicles involved.
2. List containing names of any witnesses to the accident.
3. List containing names of all passengers on the bus.
4. Notation of any evidence of injury, including the name of the injured person.
5. Notation of any medical attention given to any person.
6. Notation of environmental or human factors (obstructions, animals, etc.)

B) PASSENGERS & EMERGENCY MEDICAL PERSONNEL

Until a district administrator and/or emergency personnel arrive at the scene, the driver, if physically able, will execute the following procedures.

1. If safety conditions warrant, evacuate passengers to a safe location at least 100 ft. from the side of the roadway.
2. Survey all passengers regarding possible injuries and administer critical first aid.
3. Make a list of all passengers on the bus and their seat location. Note any injuries.
4. Allow only emergency personnel or school administrators to enter the bus.
5. Ensure that no passengers leave the bus or the scene until transported by ambulance, or released by a district administrator or police officer. Once released, students may be allowed to go home with their parents. Keep a record of all students released or transported from the scene.
6. Make no statements to the media or bystanders. Refer questions to the district administrator.
7. In the event an ambulance is called to the scene, school personnel in consultation with emergency medical personnel must determine if any or all of your passengers need to be transported to a hospital.
8. If there are no injuries to your passengers it may be necessary for a blanket release to be signed for all uninjured individuals under age 18. When such a release is necessary the following individuals are authorized to sign such a release:
    a) Central Office Administrator on the scene
    b) Building Administrator on the scene
    c) South Madison Community School Corporation staff member who is the sponsor/chaperone or coach for the group
    d) The bus driver

C) POST ACCIDENT DRUG TESTING

Under current federal/state statute the bus driver must submit to a breathalyzer test and a urine drug

screen. This must be done in a timely fashion mandated by statute for any accident meeting any one of the following criteria:

1. Any accident involving a fatality.
2. Any accident involving personal injury that was treated away from the scene.
3. Any accident where one or more of the vehicles involved in the accident must be towed from the scene.
4. Any accident where the bus driver receives a citation for a moving traffic violation.

The bus driver must also submit to a Breathalyzer test and a urine drug screen at any accident if requested by a police officer or the driver's supervisor. A positive test result for any post accident alcohol or urine drug screen, or refusal to test, will result in termination of employment and/or contract in accordance with established policy and applicable statute.

D) POST ACCIDENT INVESTIGATION

All accidents that result in property damage or injury will be investigated by the Bus Safety Committee to determine whether the accident was preventable or non-preventable. The following school bus-specific accident preventability guidelines will be used by the committee.

Accidents caused by the following are considered preventable:

1. Driver error or "handling" of the bus (e.g. turning, tail swing, loss of control)
2. Equipment failure that should have been identified during the pre-trip inspection
3. Student distractions or behavior problems
4. Failure to anticipate impulsive and unpredictable actions of children around the outside of the bus
5. Failure to train riders in safety procedures as required by school policy
6. Failure to adjust to adverse driving conditions
7. Violation of state statute or school district policies and procedures
8. Driving while impaired
9. Any other actions taken by the driver that should reasonably have been avoided

Repeated preventable accidents by a driver will be grounds for retraining and/or disciplinary action at the discretion of the Director of Transportation. Accidents that are deemed to be caused by willful indifference to children's safety will be grounds for termination.

Indiana Insurance

STUDENT

Standard School Incident Report

Name of School	School District South Madison Community School Corporation	
Name of Injured Party	Date of Accident	Time of Accident
Address of injured	Age	Sex
	Grade or Position	
	Status ☐ Student ☐ Visitor ☐ Trespasser ☐ Other, describe:_____	

Description of Accident (How did the accident happen? What was the injured person doing? What tool; machine or equipment was involved? What teacher, supervisor or administrator was responsible for the area? Who witnessed the accident?)

Witness name - 1	Address	Telephone Number
Witness Name – 2	Address	Telephone Number
Witness Name – 3	Address	Telephone Number

Location	Type of Injury	Body Part (s) Affected
Athletic Field Bus Cafeteria Classroom Gymnasium Hallway Laboratory Locker Room Maintenance Area Other _____ Office Playground Restroom Sidewalk Swimming Pool Area Stairs (inside) Stairs (outside) Theater or Stage Vocation Shops Off-Premises	Abrasion Amputation Asphyxiation Bite (Animal/insect) Bite (Human) Burn (Chemical) Burn (Heat) Concussion-poss. Other (describe) Dislocation Electrical Shock Laceration Fracture-possible Poisoning Puncture Repetitive Motion Sprain/Strain-poss. _____	Abdomen Ankle Arm Back Chest Ear Eye Face Other (describe) Finger Foot Hand Head Leg Mouth Tooth Wrist _____

Immediate Action Taken

None
First Aid provided. Given by: _____
Medical Ambulance called Time of Call: _____ By _____
School Nurse notified. Time of Call: _____ By: _____
Parent/Guardian notified: Time of Call: _____ By: _____
Name of Parent/Guardian notified:
Parents/Guardian Telephone Number: _____ Home _____ Work
Injured person released to: ___ Self ___ Home ___ Class ___ Physician ___ Hospital ___ Other _____
Time released: _____

Report Completed By: _____	Title: _____	
Date: _____	Telephone Number: _____	

I SUGGEST THIS ORDER BE PLACED WITH

REQUEST TO PURCHASE

_____
REQUISITION NUMBER

_____
COMPANY

SHIP TO _____

_____
STREET

_____

_____
CITY STATE ZIP

ATTN. OF _____

ATTN. OF _____

DATE	DEPARTMENT		ACCOUNT CHARGED TO	
QUANTITY	UNIT EACH DOZEN GROSS, ETC.	DESCRIPTION- FURNISH AS COMPLETE AS POSSIBLE – NAME OF ITEM, SIZE, COLOR, NAME OF COMPANY, CATALOG NUMBER, CATALOG PAGE, MANUFACTURER, PART NUMBER, ETC.	UNIT PRICE	AMOUNT

SHIP TO ARRIVE BY

TOTAL

FOR OFFICE USE ONLY

SUBMITTED BY _____

ORDER FROM _____

APPROVED BY _____
DEPARTMENT HEAD

_____

APPROVED BY _____

_____

REMARKS: _____

_____

_____

_____

_____

_____

_____

APPROVED _____

WAIVER AND RELEASE

For and in consideration of the mutual promises and benefits, the value of which is hereby acknowledged as sufficient for the purposes herein, the undersigned does hereby covenant and agree with the South Madison Community Schools, hereinafter referred to as "SMCS," as follows:

The undersigned has, or will deliver to SMCS the following described personal property:

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for the following uses and purposes:

The undersigned hereby waives and releases any rights against SMCS, its agents, or employees, for any destruction or damage of each or any type and nature, of the above described personal property which may occur during the time such personal property is in the possession, care or custody of SMCS.

The undersigned agrees to accept any repairs, reconstruction or replacement of such personal property as SMCS deems proper; but, however, SMCS shall not be in any way obligated to repair, reconstruct, or replace such personal property in the event of its destruction or damage. In the event the above personal property is damaged or destroyed, the undersigned agrees to accept payment if tendered by SMCS of any amount of monies which SMCS wished to tender as value, but however, SMCS shall not in any way be obligated to pay the undersigned any monies resulting from the damage or destruction of such personal property. It is further understood and agreed by the parties hereto that nothing herein shall discharge or bar recovery of the undersigned from any claim which is covered by insurance applicable to such loss from damage or destruction of such personal property, whether it be carried by SMCS, its agents, or employees, or any third party.

The undersigned further agrees to indemnify and save harmless the SMCS from any suits or judgments, liens, or claims, of every type and nature, which might result from the damage or destruction of such personal property.

IN WITNESS WHEREOF, the undersigned has executed this agreement this _____ day of _____, 20 _____.

_____

ANTI- HARASSMENT (POLICY 3362)

It is policy of the Board of School Trustees to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School Corporation operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against unlawful harassment based on race, color, national origin, sex , disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful Harassment"), and encourages those within the School Corporation community as well as Third Parties who feel aggrieved to seek assistance to rectify such problem.

All Corporation employees, including administrators, professional staff and support staff, shall report any incident of alleged unlawful harassment (see definition above) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment that the employee observes or which is reported to the employee.

The Board will investigate all allegations of unlawful harassment and, in those cases where unlawful harassment is substantiated, take immediate steps to end the harassment, prevent its recurrence, and remedy its effects.

Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

Other Violations of the Anti-Harassment Policy

The Corporation also will take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment or who has participated as a witness in a harassment investigation.
B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Notice

Notice of the Board's policy on anti-harassment related to employment, practices and the identity of the Corporation's Compliance Officers will be posted throughout the Corporation and published in any Corporation statement regarding the availability of employment, staff handbooks, and general information publications of the Corporation as required by Federal and State law and this policy.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges or is alleged to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who is alleged to have engaged in unlawful harassment, regardless of whether the Complainant files a formal complaint or is seeking an informal resolution to the alleged harassment.

Corporation community means students, Corporation employees (i.e., administrators and professional and support staff), and Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include but are not limited to guests and/or visitors on Corporation property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the Corporation community at school-related events/activities (whether on or off Corporation property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Corporation office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

Sexual Harassment
For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment.
B. Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
C. Such conduct has the purpose or effect of interfering with the individual's work performance or of creating an intimidating, hostile or offensive working environment.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy/AG 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, i.e., sexual harassment prohibited by Title IX, is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266/AG 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
B. unwanted physical and/or sexual contact;
C. threats or insinuations that a person's employment, wages, promotion, or other conditions of employment may be adversely affected by not submitting to sexual advances;
D. unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; obscene telephone calls;
E. sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature, placed in the work environment, which reasonably may embarrass or offend individuals;
F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
G. asking of telling about sexual fantasies, sexual preferences, or sexual activities;
H. speculation about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
I. giving unwelcome personal gifts, such as lingerie, that suggest the desire for a romantic relationship;
J. leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin;
K. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
L. in the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates hostile work environment;
M. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or creates a hostile or abusive employment.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of: interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of: interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involving religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of: interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose of effect of: interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment occurs when conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment further may occur where conduct is directed at or pertains to a person's genetic information.

Corporation Compliance Officers

The following individuals serve as the Corporation's Compliance Officers (also known as "Anti-Harassment Compliance Officer(s)") (hereinafter referred to as the "COs").

Dr. Laura Miller, Assistant Superintendent

203 South Heritage Way

Pendleton IN 46064

765-778-2152

lmiller@smcsc.com

Andrew Kruer, Assistant Superintendent

203 South Heritage Way

Pendleton IN 46064

765-778-2152

akruer@smcsc.com

The names, titles, and contact information of these individuals will be published annually on the Corporation's website and in the student or parent and staff handbooks.

The COs are responsible for coordinating the Corporation's efforts to comply with applicable Federal and State laws and regulations, including the Corporation's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment on the basis of a protected class.

The COs will oversee the investigation of any complaints of harassment based on a protected class which may be filed pursuant to the Board's adopted internal complaint procedure (see below) and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging harassment based on a protected class.

Reports and Complaints of Unlawful Harassment and Retaliation

Students and Corporation employees are required, and all other members of the Corporation community and Third Parties are encouraged, to promptly report incidents of harassment based on a protected class to an administrator, supervisor, or other Corporation official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other Corporation employee or official who receives such a complaint shall file it with the CO within two (2) business days.

Members of the Corporation community or Third Parties who believe they have been unlawfully harassed by another member of the Corporation community or a Third Party are entitled to utilize the Board's complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are not time limits for initiating complaints of harassment under this policy, iIndividuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to harassment on the basis of a protected class. The COs shall accept reports of unlawful harassment directly from any member of the Corporation community or a Third Party and such reports that initially are made to another Corporation employee. Upon receipt of a report of alleged harassment, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged harassment) or designate a specific individual to conduct such a process.

The CO will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the Corporation community must report incidents of harassment based on a protected class that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Corporation employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to a CO within two (2) business days. Additionally, any Corporation employee who observes an act of unlawful harassment is expected to intervene to stop the harassment unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Corporation employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the CO or designee must contact the Complainant if age eighteen (18) or older the Complainant's parents/guardians if the Complainant is under the age eighteen (18) within two (2) days to advise of the Board's intent to investigate the alleged harassment.

Investigation and Complaint Procedure (see Form 3362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the Corporation community or Third Party (e.g., visitor to the Corporation) who alleges to have been subjected to unlawful harassment or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of harassment based on a protected class or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available.

Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights ("OCR"), the Indiana Civil Rights Commission ("ICRC") or Equal Employment Opportunity Commission ("EEOC"). The Chicago Office of

the OCR can be reached at John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604; Telephone: 312-730-1560; FAX: 312-730-1576; TDD: 800-877-8339; Email: OCR.Chicago@ed.gov; Web: http://www.ed.gov/ocr.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and facilitate resolution through informal means, if possible. The informal complaint procedure is provided as a less formal option for a Corporation employee, other member of the Corporation community or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is available only in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process, and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a Corporation employee, any other adult member of the Corporation community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to approach the Respondent directly about the allegedly inappropriate conduct may file an informal or a formal complaint.

In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the CO may advise against the use of the informal complaint process.

A Complainant who alleges harassment based on a protected class or retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; or 3) to the Superintendent or other Corporation-level employee.

All informal complaints must be reported to one of the COs, who either will facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The Corporation's informal complaint procedure is designed to provide the Complainant with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the alleged Respondent.
B. Distributing a copy of Policy 3362 - Anti-harassment to the individuals in the school building or office where the Respondent works or attends school.
C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, one of the CO or a designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint.

If the Complainant is dissatisfied with the results of the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, the Complainant elects to file a formal

complaint from the outset, or the CO determines the allegations are not appropriate for resolution through, the informal process, the formal complaint process shall be implemented.

A Complainant may file a formal complaint, either orally or in writing, with a Principal, the CO, the Superintendent, or other Corporation official.

Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available.\

If a Complainant informs a teacher, Principal, Superintendent, or other Corporation official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the COshall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO still may take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful harassment or retaliation.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3362 - Anti-Harassment. The Respondent also must be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or designee will attempt to complete an investigation into the allegations of harassment based on a protected class or retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:

A. interviews with the Complainant;
B. interviews with the Respondent;
C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations; and
D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment of or retaliation toward the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those

involved. In determining if unlawful harassment or retaliation occurred, a preponderance of evidence standard will be used.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in harassment of or retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the harassment or retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of party's receipt of the Superintendent's decision. The written statement of appeal must be submitted to the Board President.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment or retaliation regardless of whether the Complainant pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described interviews/meetings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the OCR, EEOC, ICRC, or the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The Corporation will employ all reasonable efforts to protect the privacy of the Complainant, the Respondent , and the witnesses as much as possible, consistent with the Corporation's legal obligations to investigate, to take appropriate action, and comply with any discovery or disclosure obligations.

All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or his/her designee will instruct all members of the Corporation community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or that s/he provided during the course of the investigation.

Remedial Actions, Sanctions and Monitoring

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to, counseling services, reinstatement of leave taken due to the discrimination, or other appropriate action.

The Board may appoint an individual, who may be a Corporation employee, to follow up with the Complainant to ensure no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly.

Sanctions and Disciplinary Action
The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and any terms of the relevant collective bargaining agreement or student code of conduct.

When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of any relevant collective bargaining agreement or student code of conduct.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation
Retaliation against a person who has made a report, filed a complaint alleging unlawful harassment/retaliation, or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws or this policy, or exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training
In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the Corporation community related to the implementation of this policy and shall provide training for Corporation students and staff where appropriate. All training and information provided regarding the Board's policy and harassment, in general, will be age and content appropriate.

Retention of Investigatory Records and Materials
The CO is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created/or and received as part of an investigation, which may include but are not limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
C. any documentation that memorializes the actions taken by Corporation personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the Corporation's response to the alleged violation of this policy;

D. written witness statements;
E. narratives, notes from, and audio, video, or digital recordings of witness interviews/statements;
F. e-mails, texts, and social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
G. notes and summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or table, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
J. documentation of any supportive measures offered and/or provided to the Complainant or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;
K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
L. copies of the Board policy and procedures/guidelines used by the Corporation to conduct the investigation and any documents used by the Corporation at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);
M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State (e.g., I.C. 5-14-3-4) law, such as student records and confidential medical records.
The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years and longer if required by the Corporation's records retention schedule.

SMCSC Code of Conduct for Coaches

Athletic competition of interscholastic age student athletes should be fun and a significant part of a sound education program. Those who coach student athletes are teachers of athletics, who have a duty to ensure that their sports programs impart and promote character development, which is one of the SMCSC's core values. The essential elements of character building in interscholastic sports, which have been identified by the District, are trustworthiness, respect, responsibility, and citizenship. The highest potential of sports is achieved when coaches consciously live by the code of conduct and set a positive example for their athletes to follow.

TRUSTWORTHINESS

Credibility – Be worthy of trust and teach student athletes the importance of integrity, honesty, reliability, and loyalty.

Integrity – Model high ideals of ethics and sportsmanship and always pursue victory with honor. Teach, enforce, advocate and model the importance of honor and good character by doing the right thing even when it's unpopular.

Honesty – Do not lie, cheat, steal or engage in or permit dishonest conduct.

Reliability –Fulfill commitments and be punctual.

Loyalty – Be loyal to the school and team. Put the team above personal glory.

Primacy of Educational Goals – Be faithful to the educational and character development missions of the school. Always place academic, emotional, physical, and moral well-being of athletes above desires and pressures to win.

Counseling – Be candid with student athletes and their parents about the likelihood of an athletic scholarship or playing on a professional level. Advise student athletes regarding the importance of educational commitment, academic success, and honorable character.

College Recruiters – Be honest and candid with college recruiters about the character, academic abilities, and interests of student athletes.

RESPECT

Value – Treat all people with respect all the time and require the same of student athletes.

Sportsmanship – Be gracious in victory and accept defeat with dignity.

Taunting – Do not engage in or allow trash talking, boastful celebrations, or other actions that demean individuals or the sport.

Respect Officials – Treat contest officials with respect.

Respect Parents – Treat the parents of student-athletes with respect. Be clear about expectations, goals and policies, and maintain open lines of communication.

Profanity – Do not engage in or permit profanity or obscene gestures during practice, sporting events, on team buses, or in any other situation where the behavior could reflect badly on the school or the sports program.

Positive Coaching – Use positive coaching methods to make the sport enjoyable and increase self-esteem and

appreciation for the sport. Refrain from physical or psychological intimidation, verbal abuse, and conduct that is demeaning to student athletes or others.

Effort and Teamwork – Encourage student athletes to pursue victory with passion, to think and play as a team, to do their best, and to improve through personal effort and discipline.

Professional Relationships – Maintain appropriate professional relationships with student athletes. Sexual or romantic contact with students is strictly forbidden as is verbal or physical conduct of a sexual nature directed at student athletes.

RESPONSIBILITY

Life Skills – Always strive to enhance the physical, mental, social, and moral development of student athletes. Teach positive life skills that will help them become well rounded, successful, and socially responsible.

Advocate Education – Advocate the importance of education beyond athletic eligibility standards. Work with faculty and parents to help student athletes set and achieve academic goals.

Advocate Honor – Discuss the importance of character, ethics, and sportsmanship. Advocate the concept of pursuing victory with honor in all communications.

Good Character – Foster the development of good character by teaching, enforcing, advocating, and modeling high standards of ethics and sportsmanship.

Role Modeling – Be mindful of a coach's high visibility and great influence. Be a worthy role model.

Competence – Strive to improve coaching competence**.** Maintain a thorough knowledge of the rules, principles, strategies, character-building techniques, first-aid and safety.

Knowledge of Rules – Teach student athletes the rules of the game and inform them of any rule changes that occur.

Positive Environment – Strive to provide challenging, safe, enjoyable, and successful experiences for the student athletes by maintaining a sports environment that is physically and emotionally safe.

Safe Competition – Never permit student athletes to intentionally injure any player or engage in reckless behavior that might cause injury to themselves or others.

Unhealthy Substances – Educate student athletes about the dangers and discourage the use of unhealthy and illegal substances including alcohol, tobacco, and recreational or performance-enhancing drugs.

Physician's Advice – Seek and follow the advice of a physician when determining whether an injured student athlete is able to play.

Privilege to Compete – Inform student athletes that participation in interscholastic sports programs is a privilege, not a right**.** They are expected to represent their school and team with honor on and off the field. Require student athletes to consistently exhibit good character and conduct themselves as positive role models.

CITIZENSHIP

Honor the Spirit of Rules – Observe rules of the game related to eligibility, recruitment, transfers, practices, and other provisions regulating interscholastic competition.

Improper Gamesmanship – Resist temptations to gain competitive advantage through strategies or techniques that violate rules, disrespect the highest traditions of the sport or change the nature of competition.

I have read and understand the requirements of this Code of Conduct and acknowledge that I may be disciplined if I violate any of its provisions.

_____ _____

Signature Date

STAFF EDUCATION TECHNOLOGY ACCEPTABLE USE AND SAFETY [POLICY 7540.04]

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The School Board provides Technology Resources and Information Resources (as defined by Bylaw 0100) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The School Corporation's computer network and Internet system do not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purposes.

The Board regulates the use of Corporation technology resources and Information Resources by principles consistent with applicable local, State, and Federal laws, and the Corporation's educational mission. This policy, its related administrative guidelines, Policy 7544 and AG 7544, and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the Corporation's Technology Resources and Information Resources and staff's personal communication devices (PCDs) when they are connected to the Corporation's computer network, Internet connection and/or online educational services/apps, or when used while the staff member is on Corporation-owned property or at a Corporation-sponsored activity (see Policy 7530.02).

Users are prohibited from engaging in actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like) when using Corporation Technology Resources and Information Resources. Because its Technology resources are not unlimited, the Board also has instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using Corporation Technology Resources and Information Resources including but not limited to privacy in the content of their personal files, e-mails, and records of their online activity when using the Corporation's computer network and/or Internet connection.

Staff members are expected to utilize Corporation Technology Resources and Information Resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online education services will be guided by Board Policy 2520 - Selection of Instructional Materials and Equipment.

The Internet is a global information and communication network that provides students and staff with access to up-to-date, highly relevant information that will enhance their learning and the education process. Further, Corporation Technology Resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

The Corporation may not be able to limit access technologically through its Technology Resources to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to

the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources which may not have been screened by educators for use by students of various ages.

The Board prohibits the sending, receiving, viewing, or downloading of materials that are harmful to minors on computers and other technology-related devices owned or leased by the Corporation or connected to the Corporation's computer network.

Pursuant to Federal law, the Corporation has implemented technology protection measures, that protect against (e.g. filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using Corporation Technology Resources if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without the express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Superintendent or the Director of Information Technology may temporarily or permanently unblock access to websites or online education services/apps containing appropriate material, if access to such sites has been blocked inappropriately by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protective actions of the technology protection measures. The Superintendent or Director of Technology may also disable the technology protection measures to enable access for bona fide research or other purposes.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include;

A. the safety and security of students while using e-mail, chat rooms, social media, and other forms of direct electronic communications;
B. the inherent danger of students disclosing personally identifiable information online;
C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyber bullying and other unlawful or inappropriate activities by students online; and
D. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building principals are responsible for providing training so that users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Corporation Technology Resources.

All users of Corporation Technology Resources are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

With prior approval from the Superintendent, staff may direct students who have been issued school-assigned email accounts to use those accounts when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the students for educational purposes under the teacher's supervision.

Staff members are responsible for good behavior on the Corporation Technology and Information Resources, i.e., behavior comparable to that expected when they are in classrooms, in school hallways, and other school premises and school-sponsored events. Communications on Education Technology are often public in nature. The Board does not approve any use of Technology Resources and Information Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

Staff members may use Corporation Technology Resources to access or use social media only if it is done for Corporation educational or business-related purposes.

Staff members' use of Corporation Technology Resources to access or use social media shall be consistent with Policy 7544 and its accompanying guidelines.

General school rules for behavior and communication apply.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of Technology Resources not authorized by this Board Policy and its accompanying guidelines.

The Board designates the Superintendent and the Director of Technology as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of Corporation Technology and Information Resources.

Social Media Use

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parent consent (see Board Policy 8330). Education records include a wide variety of information, and posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential student or employee information may be disciplined.

Nothing in this policy is intended to interfere with any school employee's rights under applicable law with respect to union organizing or collective bargaining.

This policy shall be posted on the Corporation's website.

SMCSC INTERNET/COMPUTER NETWORK USE AGREEMENT

I understand and will abide by the above Internet/Computer Network use agreement. I further understand that any violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action.

User signature: _____ Date: _____

PARENT OR GUARDIAN

(If you are under the age of 18, a parent or guardian must also read and sign this agreement.)

[PARENT OR GUARDIAN PLEASE NOTE: if you do not want your child to access the Internet, please mark out the word "Internet" in the last sentence of the following paragraph. If the word "Internet" is marked out, this form will be an agreement for the school district's local computer network only.]

As the parent or guardian of this student, I have read the Internet/Computer Network Use Agreement. I understand that this access is designed for educational purposes. SMCSC will take precautions to eliminate controversial material. However, I also recognize it is impossible for the school corporation to restrict access to all controversial materials and I will not hold them responsible for materials acquired on the network. I hereby give permission for my child to access the Internet/Computer Network and certify that the information contained on this form is correct.

Printed Name of Parent or Guardian _____

Signature: _____ Date: _____

DRESS CODE (SEE POLICY 5511 DRESS AND APPEARANCE)

It is important to remember that appearance has a positive impact on morale, productivity, and respect for your authority. How we communicate and present ourselves to our clients often influences how they value their relationship with us and the services we provide. SMCSC professionals need to deliver quality, professional service at all times. It is very important to maintain a favorable impression in keeping with our professional image. The way our employees present themselves in both appearance and conduct is extremely important in creating, enhancing and maintaining this impression. The instructional staff and the office support staff of SMCSC must be well groomed and wear appropriate professional clothing as well as to maintain professional conduct during work hours.

Staff employees are expected to consistently maintain a professional appearance, school ID and dress appropriately for their work assignment. Attire must be at minimum considered acceptable "business casual". Exceptions may be made by the school principal for staff participating in field trips where jeans, tee shirts, and sweat shirts are acceptable attire.

Designated casual/spirit days may be announced, and guidelines for those days will be communicated to staff.

Examples of Inappropriate Attire

1. **Blue Jeans (any shade of blue)**
2. **Clothing with holes**
3. **Clothing that is dirty**
4. **Leggings/Tights/Tight, Form-Fitting Pants (exception - when worn with a top that falls at least to the mid-thigh)**
5. **Shorts (exception PE Teachers)**
6. **Graphic t-shirts that are not school related**
7. **Sweatpants/suits (exception PE Teachers)**
8. **Cleavage revealing shirts**
9. **Dresses/skirts/shorts above fingertip length**
10. **Sleeveless shirts that are at least 2 inches wide**
11. **Anything in violation of the student dress code**

SMCSC Dress Code Policy for Instructional Staff and Office Support Staff

Consequences for Dress Code Violations by Instructional Staff and Office Support Staff:

1. First Offense – The staff member must correct the dress code violation immediately before returning to the classroom or office. The principal will make arrangements to cover the staff member's class, if necessary. The principal will deliver a verbal reprimand to the staff member and document it in the principal's file.

2. Second Offense – The staff member must correct the dress code violation immediately before returning to the classroom or office. The principal will make arrangements to cover the staff member's class, if necessary. The principal will place a letter of reprimand to the staff member in the principal's file. The staff member will receive a copy of the letter.

3. Third Offense – The staff member will receive a suspension with pay for the remainder of the school day and may not return to the classroom or office until the next school/work day. The principal will place in the staff member's permanent file a letter citing the staff member with insubordination and putting the staff member on notice that this offense is cause for dismissal. The staff member will receive a copy of the letter.

4. Fourth Offense – The staff member will receive a suspension with pay for the remainder of the school day and may not return to the classroom or office until the next school/work day. The principal will recommend to the superintendent immediate dismissal of the staff member for insubordination.

SOUTH MADISON COMMUNITY SCHOOL CORPORATION

Notice of Eligibility to Participate in the 403(b) Plan

The South Madison Community School Corporation (the "District") maintains a 403(b) plan for eligible employees of the District. The plan allows eligible employees to make pre-tax and/or post-tax salary reduction contributions into investments selected by each employee from a list of authorized investments vendors available under the plan. These contributions grow tax deferred until withdrawn by you from the plan.

All common law employees of the District, except student teachers and student workers, are immediately eligible to participate by making salary reduction contributions on a pre-tax and/or post-tax basis under the plan.

For administrative reasons, any eligible employee wishing to participate in the plan must contribute at least $200 per calendar year.

For more information on the plan, investment options and procedures on how you can enroll, contact Alyssa Kummick, Benefits/Assistant Payroll, at 765-778-2152, x-1009 or email akummick@smcsc.com.

South Madison Community School Corporation

AUTHORIZED 403 (b) VENDORS

Name of Organization	Contact Person	Phone Number
Corebridge Financial 630 W. Carmel Drive, Suite 140 Carmel IN 46032	Todd Bieberich (PHHS, EAST, MRE, ASC) todd.bieberich@corebridgefinancial.com	317-509-2332
	Alyssa Ulrey (PES-P & PES-I, PHMS) alyssa/ulrey@corebridgefinancial.com www.correbridgefinancial.com	317-618-4596
Horace Mann Life Insurance 502 S. 9th St., Suite 18 Noblesville IN 46060	Bob Lucas, Financial Advisor www.horacemann.com	317-219-0303 800-999-1030
Lincoln Financial Group P.O. Box 487 Huntertown IN 46748	Rebecca Knuth www.lfg.com	260-241-6911 800-454-6265

South Madison Community School Corporation matching contribution is currently 3% of your base, gross salary.

- Employer will match contributions up to 3%, as long as the employee contributes at least the same percentage
- The 401a Plan will phase out current sick leave/years of service severance pay.

Enrollment/Change Dates: Dec 1 – Jan 1 or Jul 1 – Aug 1

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
401(A) PLAN

SUMMARY PLAN DESCRIPTION

SPONSORED BY:

SOUTH MADISON COMMUNITY SCHOOL CORPORATION

EMPLOYER IDENTIFICATION NUMBER: 35-1114508

PLAN NUMBER: 002

EFFECTIVE DATE OF PLAN: January 1, 2001

PLAN YEAR END: December 31

PLAN ADMINISTRATOR: South Madison Community School Corporation

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ARTICLE I
INTRODUCTION TO THE PLAN

1.01 WHAT IS THE PURPOSE OF THIS PLAN?
SOUTH MADISON COMMUNITY SCHOOL CORPORATION (hereinafter "the School") has established a Plan in order to provide funds for your retirement and to provide funds for your beneficiary(ies) in the event of your death. The Plan was established for the exclusive benefit of the Participants and their Beneficiaries.

1.02 WHAT TYPE OF RETIREMENT PLAN IS THIS?
This Plan is a "Matching/Thrift" Plan. The Plan is funded exclusively through the purchase of annuity contracts from The Variable Annuity Life Insurance Company (Corebridge Financial). If permitted by the School, annuities from other companies may be offered.

Each year, between now and your retirement, the School intends to make matching contributions to the Plan, based on the amount you choose to defer from your earnings.

Technically, this is a form of profit sharing plan even though the School is not a for-profit organization. Nevertheless, the School may make contributions even if it has no profits.

Matching contributions will be made for Employees who make Elective Deferrals to the South Madison Community School Corporation 403(b) Plan. In addition, the School may, depending on the terms of the Plan, make other contributions on your behalf. The formula used to calculate the School's Contributions is explained later in this Summary. When you retire, you will be eligible to receive the value of the amounts, which have accumulated in your Accounts.

For details concerning your Elective Deferrals, please see the Summary Plan Description for the South Madison Community School Corporation 403(b) Plan.

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?
As previously stated, contributions to the Plan are currently invested exclusively in annuity contracts issued by Corebridge Financial and any other life insurance companies approved by the School for use in the Plan and approved for sale in this state. These contracts provide for contributions to be held and credited with interest, or gains and losses, depending on the type of contract. In addition, these contracts provide for periodic payments to you at regular intervals either for a period certain or for one or more lives. In the future, different forms of investments may be made available to you, and you will be notified of the addition of such alternatives, if any.
All contributions made to the Plan on your behalf will be placed in individual Accounts in your name although they may not be fully "vested" (see Article VII). The Plan will maintain control of these Accounts as long as they remain under the Plan.

YOU SHOULD CAREFULLY REVIEW THE CONTRACT, CERTIFICATE, PROSPECTUS, OR OTHER MATERIAL PROVIDED BY THE SCHOOL OR THE INSURANCE COMPANY TO UNDERSTAND YOUR OPTIONS UNDER THE CONTRACT. HOW THE PLAN FUNDS ARE INVESTED, AND ANY CHARGES WHICH MAY APPLY. HOWEVER, IF THERE IS EVER A CONFLICT BETWEEN THE PROVISIONS OF THE PLAN AND ANY MATERIAL YOU RECEIVE FROM COREBRIDGE FINANCIAL OR ANOTHER INSURANCE COMPANY CONTRACT OFFERED BY THE PLAN, **THE PLAN PROVISIONS WILL APPLY.** ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE PLAN ADMINISTRATOR.

1.04 WHAT IS A "QUALIFIED PLAN"?
A "qualified plan" is a pension plan that is eligible for favorable tax treatment by meeting numerous requirements of the Internal Revenue Code. A plan may qualify for tax-favored status without first being filed with the Internal Revenue Service (IRS) for approval. The School may, but need not, file the Plan with the IRS to confirm it meets the necessary

requirements. If those requirements are met, the IRS will issue a "determination letter" approving the Plan as a "qualified" retirement plan.

An important reason for filing the Plan with IRS for approval is that the School may condition its contributions to the Plan on its qualification. If the Plan is filed with the IRS in a timely manner, a return of contributions to the School is allowed if the Plan received an adverse determination letter.

1.05 WHAT IS A "SUMMARY PLAN DESCRIPTION"?

The Summary Plan Description is a brief explanation of the Plan as well as of your rights, obligations, and benefits under the Plan. This Summary Plan Description is not intended to interpret, extend or change the provisions of the plan in any way. The provisions of the plan may be determined accurately only by reading the actual provisions of the Plan document, copies of which may be obtained from the School. The Plan Administrator (see section 2.02) will answer any questions concerning the Plan or this Summary Plan Description.

Certain words that are capitalized are "defined terms". That is, they are defined for this Plan in a certain way. The definitions are provided throughout this Summary Plan Description and an alphabetical index of the terms can be found at the back.

In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan will govern.

ARTICLE II
GENERAL PLAN INFORMATION

There is certain general information about the Plan that you should know. This information is contained in this section.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

A. The name of the Plan is South Madison Community School Corporation 401(A) Plan.
B. The School has assigned Plan Number 002 to this Plan.
C. The School's full name, address and Employer Identification Number (EIN) are listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
35-1114508

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

The Plan Administrator is the person or organization responsible for keeping the records of the Plan and the day-to-day operation of the Plan. The Plan Administrator will also answer any questions you may have concerning the Plan's operation. The name, address and telephone number of the Plan Administrator is listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
(765) 778-2152

2.03 WHO IS THE "TRUSTEE"?

The Plan is not a trusteed plan. As explained in Article I, the contributions made by the School to the Plan must be invested in annuity contracts issued by The Variable Annuity Life Insurance Company (Corebridge Financial) or any other suitable insurance company contracts selected by the school.

2.04 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?

The name, address and telephone number of the Plan's Agent for Service of Legal Process are listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
(765) 778-2152

Service of legal process concerning the Plan may also be made upon the School. The Plan will be governed by the laws of the state of Indiana, except for those matters in which federal law preempts state law.

ARTICLE III
IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?

The provisions of the School's Plan became operative on the "Effective Date". The Effective Date is January 1, 2001.

3.02 WHAT IS THE "PLAN YEAR"?

The Plan is based on a 12-month period known as the Plan Year. The first Plan Year begins on January 1, 2001 and ends on December 31, 2001. The second and subsequent Plan Years begin on January 1 and end on December 31.

3.03 WHAT IS THE "ANNIVERSARY DATE"?

Certain valuations and distributions are made on the Anniversary Date of the Plan, which is the first day of each Plan Year.

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 HOW DO I BECOME ELIGIBLE TO PARTICIPATE IN THE PLAN?

A. Eligible Class of Employees. You may become eligible to participate in the Plan unless you are a member of a class of Employees excluded in subsection B. below.

B. Excluded Employees. All Employees can become eligible to participate in the Plan except:

(1) Employees who normally work less than 20 hours per week.
(2) Student employees, and
(3) Nonresident aliens.

C. Eligibility Requirement. There are no age or service requirements. If you are an Employee in the Eligible class and are not an Excluded Employee, you will be eligible to participate in the Plan upon the date your employment begins.

4.02 WHEN DOES MY PARTICIPATION IN THE PLAN BEGIN?

After you have satisfied the Plan's eligibility requirements to participate in the Plan, if any, you will become a Participant in the Plan. You will become a Participant on a specified day of the Plan Year. This day is called the "Plan Entry Date".

If you are employed on the Effective Date of the Plan and have satisfied the eligibility requirements, your Plan Entry date is the Plan's Effective Date. Otherwise, you will enter the Plan on the Plan Entry Date indicated below:

The Plan Entry Date is the date your employment with the School begins.

4.03 WHEN DO I BECOME ELIGIBLE TO RE-ENTER THE PLAN IF I AM REHIRED AFTER TERMINATING MY EMPLOYMENT WITH THE SCHOOL?

If you are reemployed after a Break in Service (see section 5.07), you will become eligible to participate in the Plan as of the later of the date you return or the date you satisfy the eligibility requirements of section 4.01. Years of Service before such Break in Service will not be taken into account until you have completed a Year of Service after returning to employment.

ARTICLE V
DEFINITION OF SERVICE WITH THE SCHOOL

5.01 WHAT IS AN "HOUR OF SERVICE"?

The term "Hour of Service" has a special meaning for Plan purposes. You will be credited with an Hour of Service for:

(a) Each hour for which you are paid, or entitled to payment, for the performance of duties for the School; plus,
(b) Each hour for which you are paid, or entitled to payment, by the School for a period of time during which no duties are performed for the following reasons: vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty, or leave of absence; plus,
(c) Each hour for which back pay is awarded or agreed to by the School.

You will be credited with Hours of Service on the basis of actual hours worked.

5.02 WHAT IS A "YEAR OF SERVICE"?

The term "Year of Service" is used throughout this Summary Plan Description and is very important. For vesting purposes, a Year of Service shall mean a Computation Period during which the School employs you and during which you receive one (1) year of service credit for purposes of either the Indiana State Teachers' Retirement Fund or the Indiana Public Employees Retirement Fund. You will not receive more than one (1) Year of Service for vesting purposes during any single Computation Period.

5.03 WHAT IS A "COMPUTATION PERIOD"?

A. For Eligibility Purposes. This section is not applicable. The Plan does not include a service requirement for eligibility purposes.

B. For Vesting Purposes. The Computation Period for calculating a Year of Service for Vesting purposes will be the Plan Year.

5.04 DOES SERVICE WITH ANOTHER EMPLOYER COUNT AS SERVICE UNDER THIS PLAN?

Only Years of Service with the School are recognized by this Plan.

5.05 ARE ALL YEARS OF SERVICE RECOGNIZED FOR VESTING PURPOSES?

Only the Years of Service with the School in which the employee is contributing will be counted for Vesting purposes.

5.06 WHAT IS "SEPARATION FROM SERVICE"?

"Separation from Service" is the date your employment with the School terminates for any reason.

5.07 WHAT IS A "BREAK IN SERVICE"?

A "Break in Service" is a Computation Period in which you do not complete more than 500 Hours of Service with the School. You will not be considered to have a Break in Service in the Plan Year in which you become a Participant, die, retire or become disabled. You will receive credit for Hours of Service for certain authorized leaves of absence and maternity or paternity leaves of absence.

You will be credited with a certain number of Hours of Service automatically, even if you are not at work, if you are

absent for one of the following reasons: (a) pregnancy, (b) the birth of a child, (c) adoption of a child, or (d) for purposes of caring for such a child for a period immediately following such birth or placement. You must furnish to the Plan Administrator, in a timely manner, such information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service.

A period of unpaid FMLA leave will not be treated or counted as a Break in Service for purposes of vesting or eligibility to participate. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service. If any FMLA leave is also covered under the preceding paragraph regarding maternity or paternity absences, the more generous of the two rules will apply.

If you terminate your employment with the School and are rehired before a Break in Service, your service before and after the Break will be counted for eligibility and Vesting only after you have completed one Year of Service following the date you are rehired.

If you are rehired before having 5 or more consecutive Breaks in Service and were vested in any portion of your Account derived from Employer contributions, you will receive credit for all Years of Service credited to you before your Break in Service.

You will receive credit for all Years of Service credited to you before your Break in Service if you are rehired after five or more consecutive one-year Breaks in Service, and:

(a) You were vested in any portion of your Accounts derived from Employer Contributions; or,
(b) Your number of prior Years of Service exceed that of the Breaks in Service.

If you do not have a "vested interest" (see Article VII) in any of the Employer contributions to your Accounts and are reemployed following a Break in Service, you will lose credit for your pre-break Years of Service if the number of your consecutive one-year Breaks in Service exceeds or equals the greater of:

(a) Five; or
(b) The number of your pre-break Years of Service.

5.08 WHAT SPECIAL SERVICE REQUIREMENTS DETERMINE WHETHER I RECEIVE AN EMPLOYER CONTRIBUTION DURING A GIVEN PLAN YEAR?

There are no special service requirements for receiving Employer Matching Contributions.

ARTICLE VI
CONTRIBUTIONS TO THE PLAN

6.01 HOW MAY I MAKE CONTRIBUTIONS TO THE PLAN?

You are not required to make contributions to this Plan. The School will match (see 6.02 of this section) your Elective Deferrals made to the South Madison Community School Corporation 403(b) Plan. For details regarding these Employee Contributions, please see the Summary Plan Description for the other Plan.

6.02 WHAT CONTRIBUTIONS WILL THE SCHOOL MAKE TO THE PLAN?

The following contributions will be made for you if you are eligible for Employer Contributions:

The School will contribute $1.00 for every $1.00 of the Elective Deferrals you make to the South Madison Community School Corporation 403(b) Plan. For purposes of the Employer's Matching Contribution, your Elective Deferrals in excess of a specified amount of your Compensation will not be taken into account. The School shall have the discretion to vary the contribution rate from Plan Year to Plan Year and contribution rates may vary between different classifications of Participants, including certified teachers, certified administrators, classified administrators, classified employees, and any other classification as the Employer shall periodically determine.

6.03 WHAT ARE "EXCESS DEFERRALS"?

This section is not applicable.

6.04 WHAT ARE "EXCESS CONTRIBUTIONS"?

This section is not applicable.

6.05 WHAT DOES "COMPENSATION" MEAN FOR PLAN PURPOSES?

A. Definition. For Plan purposes, Compensation means the total compensation paid to you by the School during the Plan Year.

B. Excluded Compensation. The following forms of Compensation, however, will not be taken into account for purposes of the Plan:

Extracurricular Pay, Stipends, and Overtime Pay.

C. Compensation Prior to Plan Entry Date. In the Plan Year in which you become eligible for Employer Contributions, the School will make contributions for you based on the Compensation you earned for the entire Plan Year.

D. Maximum Compensation. For Plan Years beginning on or after January 1, 2001, the maximum amount considered will be $200,000 (as indexed for inflation).

6.06 DOES THE PLAN ACCEPT TRANSFERRED FUNDS FROM ANOTHER QUALIFIED PLAN?

You may transfer funds from another plan to this Plan. This may be done by first rolling the distribution from the other plan to an individual Retirement Account (IRA), and then moving the IRA funds to the Plan. Or, the Trustee or Plan Administrator of the other plan may transfer your distribution directly to this Plan. In the event of such a transfer, a separate nonforfeitable "Participant's Rollover Account" will be maintained within the Plan for you. However, any distribution restrictions in your prior plan will continue to apply to funds that are transferred.

The School may also transfer money from this Plan to another plan on your behalf if you qualify to receive a distribution from this Plan, if such a transaction is allowed under current law, and if the new plan will accept the transfer.

ARTICLE VII
VESTING IN THE PLAN

7.01 WHAT IS "VESTING"?

"Vesting" is that portion of your Accounts that cannot be forfeited. It is directly related to your length of service with the School and is expressed as a percentage of your Account balances. Other terms, which may be used to represent your Vesting, are "nonforfeitable interest", "vested interest" or "vested percentage".

7.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN?

Please refer to the Summary Plan Description for the South Madison Community School Corporation 403(b) Plan for details regarding the effect of Vesting on your Elective Deferrals.

7.03 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM THE SCHOOL'S CONTRIBUTIONS TO THE PLAN?

Your "vested percentage" in your Accounts derived from the School's Contributions is determined by the Vesting schedule elected by the School.

The following schedule may not apply upon your Disability, death, or retirement (normal or early, if applicable). Section 7.04 below will explain any special Vesting provisions which apply upon any of the above-mentioned events.

Please note that the term "Year of Service" has a specific meaning under the terms of this Plan, as explained in Article V.

The Plan's Vesting schedule for the School's Contributions is as follows:

0% after	1 Year (s) of Service
20% after	2 Years of Service
40% after	3 Years of Service
60% after	4 Years of Service
80% after	5 Years of Service
100% after	6 Years of Service

7.04 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM THE SCHOOL'S CONTRIBUTIONS UPON DISABILITY, DEATH, OR RETIREMENT?

A. Disability. If you become disabled (see section 8.04) while employed by the School, the portion of your Accounts derived from Employer Contributions will be fully vested.
B. Death. If you die while actively employed by the School, the portion of your Accounts derived from Employer Contributions will be fully vested.
C. Early Retirement. This section is not applicable.
D. Normal Retirement. Upon your Normal Retirement Age (see section 8.01) while still employed by the School, the portion of your Accounts derived from Employer Contributions will be fully vested.

7.05 WHAT ARE "FORFEITURES"?

"Forfeitures" are created when a Participant terminates employment before becoming entitled to 100% of the Accounts derived from the School's contributions.

Forfeitures will be used by the School to offset part of its future contributions to the Plan.

7.06 WHAT HAPPENS TO NON-VESTED MONEY IF I TERMINATE MY EMPLOYMENT AND AM LATER REHIRED?

If you are rehired after a Separation from Service, you will permanently forfeit any benefits that were not vested upon your Separation from Service.

7.07 WHAT OTHER VESTING RIGHTS DO I HAVE?

If the Plan's Vesting schedule is amended at a later date, your vested benefit under the amendment must be at least as great as that prior to the amendment. You may elect to have your vested percentage calculated under the pre-amendment Vesting schedule if you have at least 3 Years of Service as of the date the amendment is adopted.

ARTICLE VIII
BENEFITS UNDER THE PLAN

8.01 WHAT IS "NORMAL RETIREMENT"?

A. Normal Retirement Age. Your Normal Retirement Age is the date on which you reach age 65.
B. Normal Retirement Date. Your Normal Retirement Date is the first day of the month coinciding with or preceding your Normal Retirement Age.

8.02 WHAT IS "EARLY RETIREMENT"?

This Plan does not provide for specific Early Retirement Benefits. This event is treated like any other Separation from Service under Article VII (see section 8.05).

8.03 WHAT IS "LATE RETIREMENT"?

You may continue to work beyond your Normal Retirement Date. Your Late Retirement Date is the Anniversary Date coinciding with or next following the date on which you retire after having reached your Normal Retirement Date. You will continue to participate in the Plan until you actually retire.

8.04 WHAT IS "DISABILITY"?

Under the Plan, Disability is defined as "any medically determined physical or mental impairment which is expected to last at least a year or result in death and which results in your inability to engage in any substantial and gainful employment". Medical evidence must be furnished to support the permanence and degree of such Disability.

8.05 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?

The Plan is designed to encourage you to stay with the School until retirement. If you terminate your employment prior to retirement, you will be entitled to the "vested percentage" of the contributions, if any, made by the School to your Accounts. Non-vested balances, if any will be forfeited.

8.06 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

The Plan does not provide for loans.

8.07 DOES THE PLAN ALLOW YOU TO DIRECT INVESTMENT OF FUNDS IN YOUR ACCOUNTS?

The Plan allows you to direct investment of the funds in your Accounts. You are authorized to give directions to the Plan Administrator (or Trustee, if any) in such form as they may require concerning the investment of your Accounts. Neither the School nor the Plan Administrator (nor the Trustee, if any) is required to advise you in any investment decisions. You may revoke your decision to direct the future investment of your Accounts at any time in such form as required. You will be responsible for any loss or expense that may arise as a result of your investment decisions. The Plan Administrator will provide you with further information upon request.

Additionally, if the Plan receives funds from you without the necessary paperwork from you giving directions for the investment of your Account, the School shall direct the investment of those funds until instructions are received from you.

ARTICLE IX
BENEFIT PAYMENT OPTIONS

9.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH THE SCHOOL?

Your vested benefit is normally paid upon your death, Disability or retirement. If you terminate employment before any of these events, your vested benefit may be segregated into a separate account, pending payment to you.

HOWEVER, YOU MAY ELECT TO RECEIVE YOUR BENEFIT IN CASH PRIOR TO ONE OF THE ABOVE EVENTS SUBSEQUENT TO YOUR TERMINATION.

9.02 DO DISTRIBUTIONS OF DIFFERENT AMOUNTS RECEIVE SPECIAL TREATMENT?

All distributions receive the same treatment, regardless of the amount.

9.03 WHEN MUST MY BENEFITS BE PAID?

Latest Beginning Date. You must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach 70-1/2 or retire, whichever is later, if you are not a 5%owner. If you are a 5% owner, you must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach age 70-1/2.

If you reached age 70-1/2 prior to 1998, special options may be available. You should contact your Plan Administrator for additional information regarding these options. If you attained age 70-1/2 after 1995, you may choose whether to begin your distributions at age 70-1/2 or wait until you actually retire.

Basically, the method of distribution you elect must provide that 100% of your benefits be distributed over your lifetime, or over the lifetimes of you and your named Beneficiary. If the Beneficiary named is not your spouse and there is a substantial age difference, minimum death incidental benefit rules will require that a higher percentage be distributed over your life expectancy. Life expectancies (except in the case of an annuity) of you and your spouse Beneficiary may be recalculated annually; life expectancies of non spouse Beneficiaries may not be recalculated.

Insufficient distributions will be subject to a 50% penalty tax, based on the amount of shortfall. Since this penalty is very severe, and the rules governing distributions are complex, competent professional advice should be obtained.

9.04 ARE MY PLAN BENEFITS INSURED?

The Pension Benefit Guaranty Corporation (PBGC) is a government agency that insures certain benefits provided under "defined benefit" pension plans. This Plan is not a "defined benefit" plan and thus, is not insured by the PBGC.

9.05 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

A. Withdrawals. A ten percent penalty tax applies on distributions for reasons other than the following events:

(1) Death;
(2) Disability;
(3) Separation from Service during or after the year in which you reach age 55;
(4) Age 59 ½;
(5) If the withdrawal is to cover tax deductible, uninsured medical expenses;
(6) In the form of an annuity based on life expectancy or in the form of substantially equal installments paid at least annually and based on your life expectancy (such payments must continue until you reach age 59 ½ and last at least five years); or,
(7) If pursuant to a Qualified Domestic Relations Order (see section 10.02).

B. Required Minimum Distributions. A fifty percent excise tax is imposed on plan distributions that do not meet the minimum Internal Revenue Code required minimum distributions and required distributions beginning date (see section 9.03).

C. Rollovers. Generally, you may defer or reduce taxed, which would otherwise be due, by transacting a rollover to an IRA (individual retirement account/annuity) or another qualified employer plan. As of January 1, 1993, you have the following two rollover options available.

(1) Direct Rollovers: You may have a distribution from the Plan paid directly to an IRA, 403(b) plan or another qualified plan by the payor or Plan Administrator. The distribution check is made payable to the trustee, custodian or issuer of the IRA or qualified plan receiving the distribution. If you transact a "direct rollover," the distribution will not be subject to mandatory 20% federal income tax withholding.

(2) Participant Rollovers: If you elect to personally receive a distribution eligible for rollover, that is, the distribution check is made payable to you, the payor or Plan Administrator is required to withhold 20% from the distribution and send it to the IRS. The amount withheld is subject to income tax and, if you are under age 59 ½, an additional 10% penalty tax may apply. Taxation of the withheld amount may be avoided only if, within 60 days of the date you receive the distribution, you rollover the following amounts to an IRA, 403(b) plan or another qualified plan:

(a) The 80% of the distribution you receive; plus,

(b) An amount obtained from funds on hand which is equal to the 20% withheld.
Example: A is eligible to receive a $10,000 distribution from the qualified plan. If A elects a direct rollover, the $10,000 will be paid by the Plan directly to A's IRA, 403(b) plan, or other qualified plan.

If A elects to personally receive the $10,000 distribution, the following will occur:

(1) A will receive a check for $8,000, reflecting mandatory 20% withholding of $2,000. A then has 60 days to rollover the $8,000 to an IRA, 403(b) plan, or another qualified plan to avoid tax on the $8,000 for that year.

(2) Within the same 60-day period, A will have to replace the $2,000 and rollover that amount. Otherwise, the $2,000 withheld will be taxable income that year and may also be subject to an additional 10% penalty tax if A was under age 59 ½ on the date he received the distribution.

You will be provided information regarding direct rollovers and mandatory withholding when you request a distribution. It is important that you review this information carefully and consult your tax advisor before making your distribution election.

D. Five and Ten Year Averaging and Capital Gains. Alternatively, you may elect treatment of your distribution under the favorable "five-year averaging", "ten-year averaging" or "capital gains" method, assuming you meet certain eligibility rules. If you were age 50 as of January 1, 1986, you may be eligible for this more favorable tax treatment. These methods were limited by the Tax Reform Act of 1986 and the Small Business Job Protection Act of 1996, and so are no longer available for most participants.

ARTICLE X
THE CLAIMS REVIEW PROCEDURE

10.01 WHAT CLAIMS PROCEDURES APPLY TO ANNUITY CONTRACTS?

Your application for benefits must be made to the life insurance company that has issued the annuity contract under which the benefits are payable. You must provide the application on such forms and in accordance with the terms of the annuity contract under which your claim is made.

The life insurance company will respond to any such application within a reasonable period, not to exceed 90 days after its receipt of the application. If your application for benefits is denied, the life insurance company must furnish you with written notice of the specified reasons for the denial and a description of any additional information needed from you, or further steps required of you. You may appeal any such denial by making a written application to the life insurance company, which must respond in writing to any such request for review within 60 days of its receipt and must give specific reasons if the appeal is denied.

10.02 WHAT IS A "QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)"?

As a general rule, the law provides that your interest in your Accounts may not be "alienated". This means that your interest may not be sold, used as collateral for a loan or debt, or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your Accounts.

There is an exception to this rule. The Plan Administrator may be required to recognize obligations you incur as a result of court-ordered child support or alimony payments. The Plan Administrator is required to honor a "Qualified Domestic Relations Order" (QDRO). A QDRO is defined as a court order or decree that requires you to pay child support or alimony, or otherwise allocates a portion of your assets to a spouse, former spouse, child or other legal dependent (Alternate Payee). If the Administrator receives a QDRO, all or a portion of your Accounts may be used to meet its terms.

This Plan will permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 WHAT HAPPENS IF I LEAVE THE SCHOOL TO PERFORM MILITARY SERVICE, AND THEN RETURN TO THE SCHOOL?
If you leave the service of the School to perform military service, and then return to the School after that period of military service, you may be entitled to contributions, service credits, or other benefits under the Plan with respect to that period. You should consult the Plan Administrator if you believe this provision may apply to you.

ARTICLE XII
AMENDMENT AND TERMINATION OF THE PLAN

12.01 CAN THE PLAN BE AMENDED?

The School may amend the Plan at any time, at its sole discretion. However, no amendment may result in a reduction of any Participant's vested interest or cause any portion of the Plan's assets to revert back to the School. No amendment may eliminate or reduce any optional form of distribution or benefit provided by the Plan. No amendment may authorize the use of Plan assets for purposes other than the exclusive benefit of Participants and their Beneficiaries.

If the Plan's Vesting schedule is amended, and you have at least 3 Years of Service, you may elect to have your vested percentage computed using the pre-amendment Vesting schedule.

12.02 CAN THE PLAN BE TERMINATED?

The School may terminate the Plan at any time, at its sole discretion. Upon termination, all amounts credited to your Accounts will become 100% vested. A complete discontinuance of contributions, in the case of a profit sharing plan, constitutes a termination.

Upon termination, the insurance company(ies) or other financial institutions holding assets of this Plan will distribute the contracts held on your behalf to you, or will transfer the contracts to a successor plan, if you so direct.

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SOUTH MADISON COMMUNITY SCHOOL CORPORATION
403 (B) PLAN

SUMMARY PLAN DESCRIPTION

SPONSORED BY:

SOUTH MADISON COMMUNITY SCHOOL CORPORATION

EMPLOYER IDENTIFICATION NUMBER: 35-1114508

PLAN NUMBER: 001

EFFECTIVE DATE OF PLAN: January 1, 2001

PLAN YEAR END: December 31

PLAN ADMINISTRATOR: South Madison Community School Corporation

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ARTICLE I
INTRODUCTION TO THE PLAN

1.01 WHAT IS THE PURPOSE OF THIS PLAN?

SOUTH MADISON COMMUNITY SCHOOL CORPORATION (hereinafter "the School") has established a Plan in order to provide funds for your retirement and to provide funds for your beneficiary(ies) in the event of your death. The Plan was established for the exclusive benefit of the Participants and their Beneficiaries.

1.02 WHAT TYPE OF RETIREMENT PLAN IS THIS?

This Plan is a "Tax Deferred Annuity" or "403(b)" Plan. "403(b)" is the section of the Internal Revenue Code that governs this type of plan.

The Plan is funded through the purchase of annuity contracts from The Variable Annuity Life Insurance Company (Corebridge Financial) (annuities from other companies may be offered, if permitted by the School) or in mutual funds, as elected by you in writing.

Each year you may elect, in writing, to defer a portion of your Compensation. The amount of your deferral is then used to purchase annuity contracts on your behalf. Your deferral is on a pre-tax basis, meaning that it is not subject to federal income tax (but is subject to Social Security taxes) and results in a deduction from your taxable income for that year. Depending on the laws of your state, your deferral may also be deductible from your taxable income for state income tax purposes.

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?

Contributions to the Plan are invested in annuity contracts issued by Corebridge Financial (and any other life insurance companies approved by the School) or in mutual funds, or both. Annuity contracts provide for contributions to be held and credited with interest, or gains and losses, depending on the type of contract. Your benefit payments under these annuity contracts may be in the form of periodic payments to you at regular intervals either for a period certain or for one or more lives.

Each annuity contract issued to Participants in the Plan must meet the requirements of Section 403(b) of the Internal Revenue Code and other IRS guidelines that govern a 403(b) Plan.

Contributions to the Plan on your behalf may be invested in custodial accounts pursuant to Section 403(b)(7) of the Internal Revenue Code. One common form of these custodial accounts is known as a "mutual fund". Any such custodial accounts made available under the Plan must be maintained by a mutual fund company or other similar financial institution permitted by the Secretary of the Treasury.

All contributions made to the Plan on your behalf will be placed in individual Accounts in your name. The Plan will maintain control of these Accounts as long as they remain under the Plan.

YOU SHOULD CAREFULLY REVIEW THE CONTRACT, CERTIFICATION, PROSPECTUS, OR OTHER MATERIAL PROVIDED BY THE SCHOOL OR THE INSURANCE COMPANY TO UNDERSTAND YOUR OPTIONS UNDER THE CONTRACT, HOW THE PLAN FUNDS ARE INVESTED, AND ANY CHARGES WHICH MAY APPLY. HOWEVER, IF THERE IS EVER A CONFLICT BETWEEN THE PROVISIONS OF THIS PLAN AND ANY MATERIAL YOU RECEIVE FROM COREBRIDGE FINANCIAL (OR ANY OTHER LIFE

INSURANCE COMPANY APPROVED BY THE SCHOOL), ANY MUTUAL FUND COMPANY, OR BOTH, THE PLAN PROVISIONS WILL APPLY. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE PLAN ADMINISTRATOR.

1.04 WHAT IS A "SUMMARY PLAN DESCRIPTION"?

The Summary Plan Description is a brief explanation of the Plan as well as of your rights, obligations, and benefits under the Plan. This Summary Plan Description is not intended to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may be determined accurately only by reading the actual provisions of the Plan document, copies of which may be obtained from the School. The Plan Administrator (see section 2.02) will answer any questions concerning the Plan or this Summary Plan Description.

Certain words, which are capitalized, are "defined terms". That is, they are defined for this Plan in a certain way. The definitions are provided throughout this Summary Plan Description and an alphabetical index of the terms can be found at the back.

In the event of any discrepancy between this Summary Plan description and the actual provisions of the Plan, the Plan will govern.

ARTICLE II
GENERAL PLAN INFORMATION

There is certain general information about the Plan which you should know. This information is contained in this section.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

A. The name of the Plan is SOUTH MADISON COMMUNITY SCHOOL CORPORATION 403 (B) PLAN.

B. The School has assigned Plan Number 001 to this Plan.

C. The School's full name, address and Employer Identification Number (EIN) are listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
35-1114508

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

The Plan Administrator is the person or organization responsible for keeping the records of the Plan and the day-to-day operation of the Plan. The Plan Administrator will also answer any questions you may have concerning the Plan's operation. The name, address and telephone number of the Plan Administrator is listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
(765) 778-2152

2.03 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?

The name, address and telephone number of the Plan's Agent for Service of Legal Process is listed below:

South Madison Community School Corporation
203 S. Heritage Way
Pendleton, Indiana 46064
(765) 778-2152

Service of legal process concerning the Plan may also be made upon the School. The Plan will be governed by the laws of the state of Indiana except for those matters in which federal law preempts state law.

ARTICLE III
IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?

The provisions of the School's Plan became operative on the "Effective Date". The Effective Date of the Plan, as amended, is January 1, 2001.

3.02 WHAT IS THE "PLAN YEAR"?

The Plan is based on a 12-month period known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 MAY ALL EMPLOYEES OF THE SCHOOL MAKE ELECTIVE DEFERRALS?

All Employees are eligible to make Elective Deferrals (see section 5.01) except the following:

(a) Employees who normally work less than 20 hours per week,

(b) Student employees,

(c) Nonresident aliens, and

(d) Independent contractors who are considered "leased employees" of the School for certain federal income tax purposes.

4.02 WHAT ADDITIONAL ELIGIBILITY REQUIREMENTS APPLY?

There are no other requirements. If you are not a member of an excluded group, you will be eligible to begin making Elective Deferrals to the Plan upon the date your employment begins. The School may impose administrative limitations on when and how often you may start, stop, or change the amount of your deferrals in any year.

ARTICLE V
CONTRIBUTIONS TO THE PLAN

5.01 WHAT ARE "ELECTIVE DEFERRALS"?

A. Definition. You may contribute to the Plan by entering into a salary reduction agreement with the School, whereby you agree to reduce your future salary payments by a specific amount, and the School agrees to apply such salary reduction amounts as annuity or mutual fund purchase payments on your behalf. Your salary reduction amounts are called "Elective Deferrals". The School may impose certain administrative limitations on the number of times you may change the amount of your deferrals to the Plan during any year.

B. Minimum Elective Deferrals. You will be permitted to make Elective Deferrals in any amount up to the maximum allowed in section C below. There is no minimum required.

C. Maximum Elective Deferrals. You will be permitted to make Elective Deferrals up to the maximum allowed by current law.

D. Limitations on Favorable Tax Treatment. Contributions made by you are generally not taxable when made to the Plan. Instead, you are taxed when withdrawals are made from the Plan. You will pay tax if the total contributions in a year exceed limitations under the Federal tax laws. These limits are complicated in the case of tax deferred annuities (also called "tax sheltered annuities") and you should consult the Plan Administrator or its representative if you have any questions. Generally, the total employee and School contributions, if any, may be subject to tax if they exceed the lesser of 100% of your compensation (after certain adjustments) in any year, or $40,000. In addition, your own salary reduction contributions may not exceed a specified amount for the calendar year unless certain exceptions apply to you. That amount, which is indexed for inflation in $500 increments, is $11,000 for 2002. (For the 2001 Plan Year, the aggregate contribution limits were 25% of compensation or $35,000, and the limit on salary reduction contributions was $10,500.)

If you are at least age 50 or you have completed at least 15 consecutive years of service with the School, you may be able to increase the amount of your salary reduction contributions above the annual limitations. For further information on these catch-up elections, see the Administrator.

5.02 WHAT ARE "EXCESS DEFERRALS"?

If the amounts you have contributed to the Plan under a salary reduction agreement with the School exceed the annual dollar limits (maximum allowed by current law; see section 5.01D) on Elective Deferrals, you may request (not later than March 1 after the close of such taxable year) that any portion of your "Excess Deferrals" and the interest earned on such portion be returned to you. This is particularly important if you participate in more than one salary deferral arrangement (with other employers).

Excess Deferrals must be returned to you no later than April 15 after the taxable year for which they occurred in order to avoid double taxation of the amount. Excess Deferrals are included in your gross income and are taxable for the year in which they were made, but any income earned on the excess is taxable in the year in which the Excess Deferrals are returned. If the excess is not distributed to you by April 15, the Excess Deferrals are not only taxable in the year in which they were made but are also taxable in the year in which they were distributed.

5.03 DOES THE PLAN ACCEPT TRANSFERRED FUNDS FROM ANOTHER 403(B)?

You may transfer funds from another 403(b) to this 403(b) Plan. This may be done by first rolling the distribution from the other 403(b) plan to an individual Retirement Account or Annuity (IRA), and then moving the IRA funds to this 403(b) Plan. Or, the payor or Plan Administrator of the other 403(b) plan may transfer or directly rollover your distribution to this 403(b) Plan. In any event, your Account derived from transfers/direct rollovers/rollovers will be fully vested, but will be subject to the rules of this 403(b) Plan.

ARTICLE VI
VESTING IN THE PLAN

6.01 WHAT IS "VESTING"?

"Vesting" is that portion of your Accounts that cannot be forfeited. It is directly related to your length of service with the School and is expressed as a percentage of your Account balances. Other terms, which may be used to represent your Vesting, are "non-forfeitable interest", "vested interest" or "vested Percentage".

6.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN?

At all times, you will be fully vested in your Accounts derived from your Elective Deferrals

ARTICLE VII
BENEFITS UNDER THE PLAN

7.01 WHAT IS "NORMAL RETIREMENT"?

A. Normal Retirement Age. Your Normal Retirement Age is the date on which you reach age 65.
B. Normal Retirement Date. Your Normal Retirement Date is the first day of the first month coinciding with or preceding your Normal Retirement Age.

7.02 WHAT IS "EARLY RETIREMENT"?

This Plan does not provide for specific Early Retirement Benefits. This event is treated like any other Separation from Service under Article VII (see section 7.04).

7.03 WHAT IS "DISABILITY"?

This Plan does not provide for specific Disability benefits. This event is treated like any other Separation from Service under Article VII (see section 7.04).

7.04 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?

"Separation from Service" is the date your employment with the School terminates for any reason. The Plan is designed to encourage you to stay with the School until retirement. If you terminate your employment prior to retirement, you will be entitled to the "vested percentage" of the contributions, if any, made by the School to your Accounts. Non-vested balances, if any, will be forfeited.

7.05 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

This plan does not provide for loans.

7.06 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS?

This plan does not provide for hardship withdrawals.

ARTICLE VIII
BENEFIT PAYMENT OPTIONS

8.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED BY THE SCHOOL?

The portion of your Accounts derived from Elective Deferrals will be available for distribution prior to your termination of employment with the School under the following circumstances:

(1) in the event of hardship (see section 7.06); or,

(2) after you reach age 59-1/2.

8.02 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH THE SCHOOL?

The portion of your Accounts derived from Elective Deferrals will be available for distribution at any time after your termination of employment with the School.

8.03 WHEN MUST MY BENEFITS BE PAID?

Latest Beginning Date. You must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach 70-1/2 or retire, whichever is later.

Basically, the method of distribution you elect must provide that 100% of your benefits be distributed over your lifetime, or over the lifetimes of you and your named Beneficiary. If the Beneficiary named is not your spouse and there is a substantial age difference, minimum death incidental benefit rules will require that a higher percentage be distributed over your life expectancy. Life expectancies (except in the case of an annuity) of you and your spouse Beneficiary may be recalculated annually; life expectancies of non spouse Beneficiaries may not be recalculated.

Insufficient distributions will be subject to a 50% penalty tax, based on the amount of shortfall. Since this penalty is very severe, and the rules governing distributions are complex, competent professional advice should be obtained.

8.04 ARE MY PLAN BENEFITS INSURED?

The Pension Benefit Guaranty Corporation (PBGC) is a government agency that insures certain benefits provided under "defined benefit" pension plans. This Plan is not a "defined benefit" plan and thus, is not insured by the PBGC.

8.05 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

A. Withdrawals. A ten percent penalty tax applies on distributions for reasons other than the following events:

(1) Death;

(2) Disability:

(3) Separation from Service during or after the year in which you reach age 55;

(4) Age 59-1/2;

(5) If the withdrawal is to cover tax deductible, uninsured medical expenses;

(6) In the form of an annuity based on life expectancy or in the form of substantially equal installments paid at least annually and based on your life expectancy (such payments must continue until you reach age 59-1/2 and last at least five years); or,

(7) If pursuant to a Qualified Domestic Relations Order (see section 9.02).

B. Required Minimum Distributions. A fifty percent excise tax is imposed on plan distributions that do not meet the minimum Internal Revenue Code required minimum distributions and required distributions beginning date (see section 8.03).

C. Rollovers. Generally, you may defer or reduce taxes, which would otherwise be due by transacting a rollover to an IRA (individual retirement account/annuity), or another 403(b). You have the following two rollover options available.

(1) Direct Rollovers: You may have a distribution from the Plan paid directly to an IRA, another 403(b) or a 401(a) plan by the payor or Plan Administrator. The distribution check is made payable to the trustee, custodian or issuer of the IRA, 403(b), 401(a) plan receiving the distribution. If you transact a "direct rollover," the distribution will not be subject to mandatory 20% federal income tax withholding.

(2) Participant Rollovers: If you elect to personally receive a distribution eligible for rollover, that is, the distribution check is made payable to you, the payor or Plan Administrator is required to withhold 20% from the distribution and send it to the IRS. The amount withheld is subject to income tax and, if you are under age 59-1/2, an additional 10% penalty tax may apply. Taxation of the withheld amount may be avoided only if, within 60 days of the date you receive the distribution, you rollover the following amounts to an IRA, 403(b), or 401(a) plan:

(a) The 80% of the distribution you receive; plus,

(b) An amount obtained from funds on hand which is equal to the 20% withheld.

Example: A is eligible to receive a $10,000 distribution from the 403(b). If A elects a direct rollover, the $10,000 will be paid by the 403(b) directly to A's IRA, other 403(b), or 401(a) plan.

If A elects to personally receive the $10,000 distribution, the following will occur:

(1) A will receive a check for $8,000, reflecting mandatory 20% withholding of $2,000. A then has 60 days to rollover the $8,000 to an IRA, another 403(b), or 401(a) plan to avoid tax on the $8,000 for that year.

(2) Within the same 60 day period, A will have to replace the $2,000 and also rollover that amount. Otherwise, the $2,000 withheld will be taxable income that year and may also be subject to an additional 10% penalty tax if A was under age 59-1/2 on the date he received the distribution.

You will be provided information regarding direct rollovers and mandatory withholding when you request a distribution. Since tax laws change from time to time, it is important that you review this information carefully and consult your tax advisor before making your distribution election.

ARTICLE IX
THE CLAIMS REVIEW PROCEDURE

9.01 WHAT CLAIMS PROCEDURES APPLY TO ANNUITY CONTRACTS?

Your application for benefits must be made to the investment provider that has issued the investment arrangement under which the benefits are payable. You must provide the application on such forms and in accordance with the terms of the annuity contract or other investment under which your claim is made.

The life insurance company or custodian, in the event of an investment in a mutual fund, will respond to any such application within a reasonable period, not to exceed 90 days after its receipt of the application. If your application for benefits is denied, the investment provider must furnish you with written notice of the specified reasons for the denial and a description of any information needed from you, or further steps required of you. You may appeal any such denial by making a written application to the life insurance company, which must respond in writing to any such request for review within 60 days of its receipt and must give specific reasons if the appeal is denied.

9.02 WHAT IS A "QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)"?

As a general rule, the law provides that your interest in your Accounts may not be "alienated". This means that your interest may not be sold, used as collateral for a loan or debt, or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your Accounts.

There is an exception to this rule. The Plan Administrator may be required to recognize obligations you incur as a result of court-ordered child support or alimony payments. The Plan Administrator is required to honor a "Qualified Domestic Relations Order" (QDRO). A QDRO is defined as a court order or decree that requires you to pay child support or alimony, or otherwise allocates a portion of your assets to a spouse, former spouse, child or other legal dependent (Alternate Payee). If the Administrator receives a QDRO, all or a portion of your Accounts may be used to meet its terms. The Administrator is required to notify you upon receipt of a QDRO and is required to determine its validity prior to making any payments from your Accounts pursuant to it. To be a valid QDRO, the order generally cannot require the Plan to permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan, unless the Plan permits an earlier distribution to the Alternate Payee.

This Plan will permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.01 WHAT HAPPENS IF I LEAVE THE SCHOOL TO PERFORM MILITARY SERVICE, AND THEN RETURN TO THE SCHOOL?

If you leave the service of the School to perform military service, and then return to the School after that period of military service, you may be entitled to contributions, service credits, or other benefits under the Plan with respect to that period. You should consult the Plan Administrator if you believe this provision may apply to you.

ARTICLE XI
AMENDMENT AND TERMINATION OF THE PLAN

11.01 CAN THE PLAN BE AMENDED?

The School may amend the Plan at any time, at its sole discretion. However, no amendment may result in a reduction of any Participant's vested interest or cause any portion of the Plan's assets to revert back to the School. No amendment may eliminate or reduce any optional form of distribution or benefit provided by the Plan. No amendment may authorize the use of Plan assets for purposes other than the exclusive benefit of Participants and their Beneficiaries.

11.02 CAN THE PLAN BE TERMINATED?

The School may terminate the Plan at any time, at its sole discretion.

Upon termination, the insurance company(ies) or other financial institutions holding assets of this Plan will distribute the contracts held on your behalf to you, or will transfer the contracts to a successor plan, if you so direct.

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NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY 3122

The School Board does not discriminate on the basis of the Protected Classes of race, color, national origin, sex, disability, age, religion, military status, ancestry, genetic information, or any other legally protected category (collectively, "Protected Classes") in its programs, and activities, including employment opportunities.

Notice of the Board's policy on nondiscrimination and the identity of the School Corporation's Compliance Officer(s) (see below), will be published on the Corporation's website, posted throughout the Corporation, and included in the Corporation's recruitment statements or general information publications.

Definitions
Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges or is alleged to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who is alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Complainant files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Corporation community means students, Corporation employees (i.e., administrators, and professional and support staff), and Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include but are not limited to guests and/or visitors on Corporation property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the Corporation community at school-related events/activities (whether on or off Corporation property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Corporation office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

Military status: refers to a person's status in the uniformed services, which includes the performance of duty on a voluntary or involuntary basis, in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and performance of duty or training by a member of Indiana organized militia. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any duty listed above.

Corporation Compliance Officer(s)
The Board designates the following individuals to serve as the Corporation's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

Dr. Laura Miller, Assistant Superintendent
203 South Heritage Way
Pendleton IN 46064
765-778-2152
Andrew Kruer, Assistant Superintendent
203 South Heritage Way
Pendleton IN 46064
765-778-2152

The names, titles, and contact information of these individuals will be published annually on the Corporation's website and in the staff handbooks.

The COs are responsible for coordinating the Corporation's efforts to comply with applicable Federal and State laws and regulations, including the Corporation's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access The COs also shall verity that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. A copy of each of the Acts and regulations on which this notice is based will be made available upon request from the CO.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other Corporation-level official so that the Board may address the conduct. Any administrator, supervisor, or other Corporation-level official who receives such a report shall provide it to the CO within two (2) days.

Discrimination against an individual based on their sex is discrimination in violation of Title VII. Specifically, discrimination on the basis of sex stereotyping/gender-nonconformity constitutes sex discrimination. This is true irrespective of the cause of the person's gender non-conforming behavior. Employment actions based upon an individual's sex could be suspect and potentially impermissible.

COs are required to investigate allegations of conduct involving the discrimination or harassment of an employee or applicant based upon his/her gender status or sexual orientation.

Any questions concerning whether alleged conduct might violate this prohibition should be brought to the CO's attention promptly.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the Corporation community or a Third Party, and such reports that initially are made to an administrator, supervisor or other Corporation-level official. Upon receipt of a report, of alleged discrimination/retaliation, the CO will contact the Complainant and initiate either an informal or formal process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or designate a specific individual to conduct such a process.

The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the Corporation community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Corporation employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Corporation employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct unless circumstances make such an intervention dangerous, in which case the staff member should notify immediately other Corporation employees and/or local law enforcement officials, as necessary, to stop the misconduct. Therefore, the CO or designee must contact the employee within two (2) business days to advise the Complainant of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedures (See Form 3122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of th ecomplaint through the procedures described below. The Formal complaint procedures involve an investigation

of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil rights ("OCR"), the Indiana Civil Rights Commission ("ICRC") or the Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior promptly and facilitate resolution through informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is available only when the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process, and individuals who participate in the informal procedure may request that the informal process be terminated at any time to move to a formal complaint process.

All complaints involving a Corporation employee or any other adult member of the Corporation community and a student will be investigated formally.

As an initial course of action, if a Complainant feels comfortable and safe doing so, The Complainant should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. A Complainant who is uncomfortable or unwilling to approach the Respondent directly about the inappropriate conduct may file an informal or a formal complaint.

In addition, with regard to certain types of unlawful discrimination, (e.g., sexual discrimination), the CO may advise against the use of the informal complaint process.

A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to the COs; or 3) to the Superintendent or other Corporation-level employee.

All informal complaints must be reported to one the COs, who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Corporation's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of the complainant's concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve but not be limited to one or more of the following:

A. Advising the Complainant about how to communicate concerns to the Respondent.
B. Distributing a copy of Policy 3122 Nondiscrimination and Equal Employment Opportunity to the individuals in the school building or Office where the Respondent works/attends school.
C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint.

If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, the Complainant elects to file a formal complaint from the outset, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

A Complainant may file a formal complaint, either orally or in writing, with a Principal, the CO, the Superintendent, or other Corporation official.

Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, the Superintendent, or other Corporation official, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All Formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including but not limited to, a change of work assignment or schedule for the Complainant and/or Respondent. In making such a determination, the CO should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO still may take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or a designee, will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the Respondent that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 – Nondiscrimination and Equal Employment Opportunity. The Respondent also must be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:

A. interview(s) with the Complainant;
B. interview(s) with the Respondent;
C. interviews with any other witnesses who reasonably may be expected to have any information relevant to the allegations; and
D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other

witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee, shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful harassment/retaliation of the Complainant. The CO"s recommendation must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final written decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, effective, and tailored to the specific situation.

A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the parties receipt of the Superintendent's decision. The written statement of appeal must be submitted to the Board President.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the Complainant pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at his/her own cost, at any of the above-described interviews/meetings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the OCR, EEOC or ICRC, the filing charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/confidentiality

The Corporation will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Corporation's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

Remedial Action and Monitoring
If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant, including but not limited to counseling services, reinstatement of leave taken due to the discrimination, or other appropriate action.

The Board may appoint an individual, who may be Corporation employee, to follow up with the Complainant to ensure that no further discrimination or retaliation has occurred and to take action to address any reported occurrences promptly

Sanctions and Disciplinary Action
The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of any relevant collective bargaining agreement or student code of conduct.

When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the age and maturity level of any student involved. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of any relevant collective bargaining agreement or student code of conduct.

Where the Board becomes aware that a prior disciplinary action has been taken against the Respondent, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation
Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threated, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws or this policy, or exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any rights granted or protected by those laws or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and /or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Education and Training
In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the Corporation community related to the implementation of this policy and shall provide training for Corporation students and staff where appropriate. All training and information provided regarding the Board's policy and discrimination, in general, will be age and content appropriate.

Retention of Investigatory Records and Materials
The CO is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but are not limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statement/responses pertaining to an alleged violation of this policy;
C. any documentation that memorializes the actions taken by Corporation personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the Corporation's response to the alleged violation of this policy;
D. written witness statements;
E. narratives, notes from, and audio, video, or digital recordings of witness interviews/statements;
F. e-mails, texts, and social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
G. notes and summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
J. documentation of any supportive measures offered and/or provided to the Complainant or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;
K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
L. copies of the Board policy and procedures/guidelines used by the Corporation to conduct the investigation and an y documents used by the Corporation at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);
M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State (e.g., I.C. 5-14-3-4) law, such as student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, and longer if required by the Corporation's records retention schedule.

I.C. 20-28-10-12; I.C. 5-14-3 (Public Records Act)
I.C. 20-28-10-13
I.C. 20-33-1-6
20 U.S.C. 1400 et seq., the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)
20 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
38 U.S.C. 4301 et seq., Uniformed Services Employment and Reemployment Rights Act
42 U.S.C. 6101, The Age Discrimination Act of 1975
42 U.S.C. 2000 et seq., Civil Rights Act of 1964
42 U.S.C. 2000d et seq., Title VI of the Civil Rights Act of 1964
42 U.S.C. 2000e et seq., Title VII of the Civil Rights Act of 1964
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act of 2008
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
29 C.F.R. Part 1635 The GINA Regulations; 34 C.F.R. Part 110, The Age Discrimination Act Regulations

DRUG-FREE WORKPLACE 3122.01

The School Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is free from the use of any controlled substance and alcohol.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance and alcohol, and any drug paraphernalia, by any member of the Corporation's professional staff at any time while on Corporation property or while involved in any Corporation-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with Corporation guidelines.

The Superintendent shall establish guidelines that ensure compliance with this policy and that each staff member is given a copy of the standards regarding unlawful manufacture, possession, use, distribution, or dispensing of illicit drugs and alcohol by staff and informed that compliance with this requirement is mandatory. Such guidelines shall provide for appropriate disciplinary actions, if and when needed.

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Legal

41 U.S.C. 701 et seq., Drug-Free Workplace Act of 1988

20 U.S.C. 3224a, The Safe and Drug-Free Schools and Communities Act

34 C.F.R. Part 86

I.C. 20-34-2-1 et seq.